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Title: **Texas Iron Workers Employers Association and Iron Workers District Council of the State of Texas, International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers (BSOIW), AFL-CIO, Locals 66, 84, 125, 135, 263 and 482 (2001)**

K#: **8179**

Employer Name: **Texas Iron Workers Employers Association**

Location: **TX, NM, OK, KS**

Union: **Iron Workers District Council of the State of Texas,International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers (BSOIW), AFL-CIO**

Local: **66, 84, 125, 135, 263, 482**

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K8179
2,000 workers

42 pgs.

STANDARD FORM AGREEMENT

between

IRON WORKERS DISTRICT COUNCIL OF THE STATE OF TEXAS

1106 Lavaca Street, Suite 201
Austin, Texas 78701
(512) 476-7621
Facsimile (512) 476-7624

representative for and on behalf of

OUTSIDE ERECTION LOCAL UNION NOS.

263, 84, 66, 135, 125 & 482

and

TEXAS IRON WORKERS EMPLOYERS' ASSOCIATION

2212 Arlington Downs Road, Suite 108
Arlington, Texas 76011
(817) 640-0958
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Effective
JUNE 1, 2001
through
MAY 31, 2004

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STANDARD FORM AGREEMENT

IRON WORKERS' DISTRICT COUNCIL OF THE STATE OF TEXAS

representative for and on behalf of

ALL OUTSIDE ERECTION LOCAL UNIONS IN THE STATE OF TEXAS

This Agreement is entered into between the Iron Workers' District Council of the State of Texas for and on behalf of all affiliated outside erection Local Unions in the State of Texas of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (affiliated with the AFL-CIO) **(Local Union Numbers 66, 84, 125, 135, 263 and 482)** hereinafter referred to as the "Union" **and the Texas Iron Workers Employers' Association**, hereinafter referred to as the "Employer."

RECOGNITION

The Union is recognized as the bargaining representative in the areas covered by the now existing jurisdiction of all outside erection Local Unions in the State of Texas for all Iron Workers and other labor that it may lawfully represent, who are employed by Employers signatory to the Standard Form Agreement.

The Union recognizes the Texas Iron Workers Employers' Association, on behalf of the firms that have legally assigned their bargaining rights to the Association, as the bargaining representative in the areas covered by the now existing jurisdiction of all outside erection Local Unions in the State of Texas.

PREAMBLE

This Agreement is entered into by collective bargaining to prevent strikes and lock-outs and to facilitate peaceful adjustments of grievances and disputes between Employer and the Union in this trade and to prevent waste, unnecessary and avoidable delays, and expense, and so far as possible to provide for Labor's continuous employment, such employment to be in accordance with the conditions herein set forth and to be at wages herein agreed upon; also, that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and conditions, and further, the establishment of the necessary procedures by which these ends may be accomplished. In order to economically and efficiently serve the building public, it is important to have experienced, skilled workers. Employers recognize all outside erection Local Unions in the State of Texas as a source of such skilled manpower and they will therefore use it as a source when in need of Employees and all outside erection Local Unions in the State of Texas agree that when Employers request Employees, they will exert every effort to supply skilled Employees. The Employer shall be the sole judge of any applicant's qualifications. The Employer may exercise his right to hire and to reject applicants for employment without regard to Union membership or

non-membership, race, color, national origin, creed, sex or religion. Employer and Union agree to abide by all laws applicable to this contract, including executive orders and the Civil Rights Act of 1964, as amended.

CRAFT JURISDICTION

The work of the Union and other labor that the Union may lawfully represent shall be all items of work that are claimed as spelled out in the Constitution of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Article IV, entitled, "Jurisdiction." That complete wording shall be considered as part of this Agreement as though set forth herein at length.

It is understood and agreed that Employers party to this Agreement shall not sign a stipulation to be bound by the terms of the Agreement establishing the Impartial Jurisdictional Disputes Board nor be bound by its future decisions. Any such stipulation that previously may have been entered into on or on behalf of the Employer, is rescinded by execution of this Agreement. It is further understood that the parties to this Agreement shall not submit any dispute to the Impartial Jurisdictional Disputes Board.

In the event a jurisdictional dispute shall arise, such dispute shall be settled in accordance with the regulations of any agency established by law or mutual agreement to settle such disputes. In any such mutually agreed upon procedure shall include all of the Unions involved in the dispute and the Employer. The initial steps in such a mutually agreed upon procedure shall include:

> A meeting at the jobsite between the Business Agents of the Unions involved and the Employer. If the dispute is not resolved, there shall be a meeting between the international representatives of the Union involved. The participants in such meetings shall consider (a) Decisions of Record, (b) Agreements of Record, (c) Area Practice, and (d) Efficiency (craft most suited to perform work involved).

There shall be no strikes, work stoppages, or other interference with the work by reason of jurisdictional dispute.

TERRITORY

The territory covered by this Agreement shall be the territorial jurisdiction of all outside erection Local Unions in the State of Texas as represented on the attached territorial listings.

HIRING AND TRANSFER OF IRON WORKERS

The Employer agrees to hire local Employees in any territory where work is being performed or is to be performed except that the Employer has the right to move fifty (**50%**) percent of his required Employees into any Local Union's jurisdiction coming under the District Council. The second individual hired will act as Steward and one to one thereafter shall be obtained from the Local Union in that area the work is being performed. An Employer may, however, on work of a technical nature, move three (3) Employees into any Iron Workers' Local Union jurisdiction coming under this District Council. It is mutually agreed that the Employer's right to bring in three (3)

Employees into a Local Union area is limited to work requiring unusual level of skills or work that is of a technical nature that rank and file Iron Workers from the Hall could not perform. This does not apply to normal erection and installation of rebar, structural, ornamental, precast or miscellaneous/rigging. It is understood that the Employer will be entitled to one hundred percent (100%) call out. The Iron Workers being transferred into another jurisdiction do have their same obligation of clearing into that Local Union. If a Local Union is unable to fill the request of the Employer for local Employees within a forty-eight (48) hour period after such request for Employees (Saturdays, Sundays and Holidays excepted), the Employer may employ non-resident Iron Workers.

WORK HOURS PER DAY

Section 1. Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. to 5:00 p.m., inclusive with the starting time at the Employer's option. Lunch time will be determined by agreement with the Employees on the job and the Employer's representative.

In the event the job is shut down for any reason beyond the Employer's control for a minimum of four (4) hours, then Saturday may, at the option of the Employer, be worked as make-up day at the straight time rate of pay not to exceed eight (8) hours or forty (40) hours per week. If determined, between the Employer and the Local Union and in advance of the project commencing, that certain project conditions may prevail whereby a make-up day must be scheduled, then , the Employees will be required to work the scheduled make-up day.

Section 2. At the option of the Employer, the standard work week shall be an established four (4) consecutive ten (10) hour work days exclusive of the daily thirty (30) minute lunch period. Forty (40) hours per week shall constitute a work week, Monday through Thursday, inclusive.

In the event the job is shut down for any reason beyond the Employer's control for a minimum of five (5) hours, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time rate of pay not to exceed ten (10) hours or forty (40) hours per week. If determined, between the Employer and the Local Union and in advance of the project commencing, that certain project conditions may prevail whereby a make-up day must be scheduled, then, the Employees will be required to work the scheduled make-up day.

Section 3. It is agreed that if the Employer exercises its option for a make-up day regardless of which shift is worked, then the Employer will provide work for a full day, weather permitting.

Section 4. It is agreed that if a make-up day is scheduled to make up a holiday that falls on a day during the normal work week, then all work performed on the make-up day will be paid at the rate of time and one-half. At the option of the Employer, the work schedule may change from a five (5) day per week and eight (8) hour per day schedule to a four (4) day per week and ten (10) hour per day schedule during a

holiday week. In the event an Employee cannot work the ten (10) hour schedule during such holiday week, he/she shall not be penalized by the Employer.

Section 5. The Employer may, if job conditions dictate, designate the thirty (30) minute lunch period any time between the third (3rd) and fifth (5th) hour of employment.

Section 6. All premium pay hours (*excluding Holidays*) worked under the terms of this Agreement shall receive one and one-half times the regular hourly rate.

Section 7. The Union and the Employer recognize that it is in the best interest not to work more than ten (10) hours in any given day for productivity and safety.

Section 8. Under no circumstances can an Employer work his regular Employees forty (40) hours, then terminate their week and hire new Employees to work the remainder of the week in order to avoid paying overtime.

Section 9. Unless specifically limited by this Agreement, it is expressly understood that overtime is only paid after an Employee has worked in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week; thus it is conceivable to have Employees working on the same jobsite during the same day with some Employees being compensated at premium pay and some Employees being compensated at straight time.

FLEXIBLE STARTING TIME PROVISION

Flexible starting time may be established at the option of the Employer when conditions exist that are beyond the Employer's control and dictate a starting time that would normally come under the Premium Pay provisions of the Agreement. Premium pay days are Sundays and Holidays.

It is mutually agreed that under the "Flexible Starting Time Provision" straight time shall be paid for the first eight (8) hours of work and time and one-half will be paid for hours worked thereafter.

This flexible starting time provision may be used up to a maximum of three (3) consecutive calendar days.

SHIFT WORK

Shift work may be performed at the option of the Employer. When two or more shifts are worked the first shift shall work eight (8) hours and shall receive eight (8) hours pay. The second shift shall work seven and one-half (7½) hours and shall receive eight (8) hours pay. The third shift shall work seven (7) hours and shall receive eight (8) hours pay.

When multiple shifts are worked on Sundays or recognized holidays, the following shall apply: The first shift shall work eight (8) hours and shall receive eight (8) hours pay, the second shift shall work seven and one-half (7½) hours and shall receive eight (8) hours pay, the third shift

shall work seven (7) hours and shall receive eight (8) hours pay. All hours worked shall be paid at one and one-half the straight time rate of wages except for those hours worked on holidays.

On all shift work performed on Sundays the overtime rate of time and one-half shall start with the beginning of the first or morning shift. On all shift work performed on holidays, the overtime rate of double time shall start with the beginning of the first or morning shift. This provision shall apply to eight (8) hour, ten (10) hour or twelve (12) hour shifts.

TWO TEN-HOUR SHIFTS

FIRST SHIFT:

From 8:00 a.m. to 12:00 Noon – four (4) hours at straight time rate
Lunch period, Employee furnished on Employee's time
From 12:30 p.m. to 4:30 p.m. – four (4) hours at straight time rate
Fifteen (15) minute break on Employer's time
From 4:30 p.m. to 6:30 p.m. end of shift - straight time rate

SECOND SHIFT:

From 8:00 p.m. to Midnight – four (4) hours at straight time rate
Lunch period, Employee furnished on Employee's time
From 12:30 a.m. to 4:30 a.m. – four (4) hours at straight time rate
Fifteen (15) minute break on Employer's time
From 4:30 a.m. to 6:30 a.m. end of shift - straight time rate

TWO TWELVE-HOUR SHIFTS

FIRST SHIFT:

From 8:00 a.m. to 12:00 Noon – four (4) hours at straight time rate
Lunch period, Employee furnished on Employee's time
From 12:30 p.m. - 4:30 p.m. – four (4) hours at straight time rate
From 4:30 p.m. to 6:30 p.m. - will be paid at straight time rate
and during this period Employees to be furnished a meal and
one half (½) hour on Employer's time to eat
From 6:30 p.m. to 8:00 p.m. end of shift - rate of time and one-half

SECOND SHIFT:

From 8:00 p.m. to 12:00 Midnight – four (4) hours at straight time rate
Lunch period, Employee furnished on Employee's time
From 12:30 a.m. to 4:30 a.m. – four (4) hours at straight time rate
From 4:30 a.m. to 6:30 a.m. - will be paid at straight time rate and during this
period Employees to be furnished a meal and one half (½) hour on Employer's time to eat
From 6:30 a.m. to 8:00 a.m. end of shift - rate of time and one-half

Not more than one (1) shift shall be allowed on a job of less than three (3) days
duration except in case of emergency.

OVERTIME AND HOLIDAYS

Any work in excess of forty (40) hours per week or ten (10) hours per day will be paid at the rate of time and one-half (1½) the regular rate. Based on the starting time, a day shall be from the regular starting time of one day to the regular starting time of the next day. All time on Sundays shall be paid at the rate of time and one-half (1½). All time on Holidays shall be paid at the rate of double time. No work shall be performed on Labor Day except to save life or property. Minimum straight time and overtime pay shall be fifteen (15) minutes.

The following Holidays are agreed to: ***New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day***

Any Holiday which occurs on a Sunday shall be observed the following Monday.

APPRENTICE WAGES*

First Year	
First Six Months	Sixty five percent **(65%)** of Journeyman Base Rate
Second Six Months	Seventy percent **(70%)** of Journeyman Base Rate
Second Year	
Third Six Months	Seventy five percent **(75%)** of Journeyman Base Rate
Fourth Six Months	Eighty percent **(80%)** of Journeyman Base Rate
Third Year	
Fifth Six Months	Eighty five percent **(85%)** of Journeyman Base Rate
Sixth Six Months	Ninety percent **(90%)** of Journeyman Base Rate

* **All Fund contributions (*Health Benefit Fund, Defined Contribution Retirement Plan, Vacation Fund, Apprenticeship Training Fund, I.I.I., T.I.W.E.A.*), on behalf of Apprentices, shall be paid by Employers <u>except</u> for the defined benefit Pension Fund contribution.**

<u>The above advancements may be implemented only provided the Apprentice is employed a minimum established number of hours for a signatory Employer(s) during each six (6) month period.</u>

<u>The minimum established number of work hours shall be no less than fifty percent (50%) of the average number of Journeyman work hours during a six (6) month period in a Local Union's geographical jurisdiction as determined by the area's *Joint Apprenticeship Committee*.</u>

If any Employer or Apprentice Iron Worker pays or accepts more wages than he/she is entitled to by classification, he/she may immediately be removed from the Program and the Employer, by violating this Agreement provision, may not be eligible to employ anyone in these classifications.

APPRENTICE RATIOS

Raising Gang: Four (4) Journeymen / One (1) Apprentice

Detailing and Rigging
of Miscellaneous and Ornamental: Two (2) Journeymen / One (1) Apprentice

Rebar Work: * Two (2) Journeymen / One (1) Apprentice

*After the initial ratio requirement is met, additional ratios will be one (1) to one (1).

Fence Erection, Pre-Engineered Buildings
and Other Work not mentioned: One (1) Journeyman / One (1) Apprentice

If the Union cannot provide Apprentices in the ratios stated above, the Employer may employ other personnel who shall be permitted by the Union in the *first year – first six months* Apprentice classification. This does not apply to prevailing wage jobs.

The Business Manager and the Employer, upon mutual agreement, may expand the number of employed Apprentices on any given project.

BONDING

Prior to commencing work under this Agreement, each individual Employer that has not previously paid into an Iron Workers' Fringe Benefit Trust Fund, on a timely and correct basis, or any Employer that has not paid all Iron Workers' fringe benefit payments on time for the previous period of at least six (6) months, shall post a surety bond or cash bond in lieu thereof, in the amount of thirty thousand dollars (**$30,000**) to insure timely payments of contributions to the Trust Funds specified in this Agreement. Any such surety bond must be issued by a bonding company acceptable to the Iron Workers' Pension and Health Benefit Funds Board of Trustees. The bond shall be posted immediately with the Administrator of the Trust Funds. Copies to the District Council and to the Texas Iron Workers Employers' Association will be provided by the Administrator upon written request.

Any Employer not previously paying into an Iron Workers' Fringe Benefit Fund, may select, upon agreement with the Union, to pay fringe benefit contributions bi-weekly until the Employer achieves six (6) months' experience as referred to above. The Administrator of the Trust Funds shall be notified immediately to this provision.

In the event an Employer becomes delinquent in the timely payment of fringe benefit contributions, and after failure of adequate response within ten (10) days of the notice to pay, the surety bond may be increased to two times the average annual contribution rate or sixty thousand dollars (**$60,000**), whichever is greater, for a period of six (6) months. The Union Trustees and the Management Trustees in the geographical area where the work is involved shall make this decision. If an Employer is ninety (90) days delinquent in payment of any of the Funds, the Unions shall have the option of not furnishing workers to the Employer until past delinquencies are paid and the new

bond is posted. Workers currently employed by the Employer will be notified that the Employer is delinquent and that they may not be credited for benefits, as may be required by law.

Any or all of the actions set forth above shall not limit any remedies that the Trustees of the various Trust Funds may have available to them for the timely collection of funds due.

The above bonding requirements shall not apply to Employers which have signed the Iron Workers' International Agreement and have posted a fifty thousand dollars (**$50,000**) bond with the International Union. The Union agrees to provide the Texas Iron Workers Employers' Association, upon written request, with appropriate evidence of any signatory Employer which has posted such bond.

PAY DAY

The regular pay day shall be once a week on such day as agreed upon between the Employer and the Local Union, and the wages shall be paid before quitting time, and wages are to be paid in cash, company check or other legal tender.

Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll.

When Employees are laid off or discharged, they shall be paid in full in cash or other legal tender on the job immediately, and if required to go to some other point or to the office of the Employer, the Employee shall be paid for their time required to go to such place. When Employees quit of their own accord, they shall wait until the regular pay day for the wages due them.

Any undue delay or loss of time caused the Employees through no fault of their own shall be paid for by the Employer causing such delay, at the regular straight time wages (4 hours maximum).

Accompanying each payment of wages shall be a separate statement identifying the Employer, the Employee and social security number showing the total earnings, the total hours, the amount of each deduction, the purpose thereof and net earnings.

When the job goes into overtime and the Iron Worker will not be returned the next day, payroll checks will be issued and delivered to the Iron Worker's hall by 12:00 p.m. noon the following day for all hours worked. If an unusual situation occurs where additional time is necessary, and if the Employer contacts the Business Manager of the Local Union, it is permissible for additional time to be granted by the Business Manager.

HEALTH BENEFIT FUND CONTRIBUTION

It is agreed that the contribution rate as set forth on the appropriate wage page of this Agreement shall be paid to the *Texas Iron Workers' Health Benefit Fund* for each hour worked by each Iron Worker or other labor covered by the terms of this Agreement; however, the District Council has the option to require the Employer to divert a part of wages into the Health Benefit Fund by giving thirty (30) days written notice.

For Supervisory Employees working in covered employment, the Employer will be obligated to contribute on the basis of one hundred seventy three (173) hours per month or part thereof.

A copy of said Agreement and Declaration of Trust of the *Texas Iron Workers' Health Benefit Fund*, together with all amendments thereto, shall be considered as part of this Agreement as though set forth herein at length.

Copies of the Fund's Agreement and Declaration of Trust will be available upon written request submitted to the Board of Trustees in care of Zenith Administrators, P. O. Box 266166, Houston, Texas, 77207.

PENSION FUND CONTRIBUTION

It is agreed that the contribution rate as set forth on the appropriate wage page of this Agreement shall be paid to the *Texas Iron Workers' Pension Fund* for each hour worked by each Iron Worker or other labor covered by the terms of this Agreement; however, the District Council has the option to require the Employer to divert a part of wages into the Pension Fund by giving thirty (30) days written notice.

For Supervisory Employees working in covered employment, the Employer will be obligated to contribute on the basis of one hundred seventy three (173) hours per month or part thereof.

A copy of said Agreement and Declaration of Trust of the *Texas Iron Workers' Pension Fund*, together with all amendments thereto, shall be considered as part of this Agreement as though set forth herein at length.

Copies of the Fund's Agreement and Declaration of Trust will be available upon written request submitted to the Board of Trustees in care of Zenith Administrators, P. O. Box 266166, Houston, Texas, 77207.

DEFINED CONTRIBUTION RETIREMENT PLAN CONTRIBUTION

It is agreed that the contribution rate as set forth on the appropriate wage page of this Agreement shall be paid to the *Texas Iron Workers' Defined Contribution Retirement Plan* for each hour worked by each Iron Worker or other labor covered by the terms of this Agreement; however, the District Council has the option to require the Employer to divert a part of wages into the Defined Contribution Retirement Plan by giving thirty (30) days written notice.

For Supervisory Employees working in covered employment, the Employer will be obligated to contribute on the basis of one hundred seventy three (173) hours per month or part thereof.

A copy of said Agreement and Declaration of Trust of the *Texas Iron Workers' Defined Contribution Retirement Plan*, together with all amendments thereto, shall be considered as part of this Agreement as though set forth herein at length.

Copies of the Fund's Agreement and Declaration of Trust will be available upon written request submitted to the Board of Trustees in care of Zenith Administrators, P. O. Box 266166, Houston, Texas 77207.

APPRENTICESHIP TRAINING FUND CONTRIBUTION

It is agreed that the contribution rate as set forth on the appropriate wage page of this Agreement shall be paid into the *Texas Iron Workers & Employers' Apprenticeship Training & Journeyman Upgrading Fund* for each hour worked by each Iron Worker or other labor covered by the terms of this Agreement; however, the District Council has the option to require the Employer to divert a part of wages into the Apprenticeship Training Fund by giving thirty (30) days written notice.

The contributions of the Employer shall be used exclusively to defray training costs, as provided for in the Joint Apprenticeship Training Program.

For supervisory Employees working in covered employment, the Employer will be obligated to contribute on the basis of one hundred seventy three (173) hours per month or part thereof.

A copy of said Agreement and Declaration of Trust of the *Texas Iron Workers & Employers' Apprenticeship Training & Journeyman Upgrading Fund*, as well as the Apprenticeship Standards, together with all amendments thereto, shall be considered as part of this Agreement as though set forth herein at length.

Copies of the Fund's Agreement and Declaration of Trust will be available upon written request submitted to the Board of Trustees in care of Administrator, 604 North Great Southwest Parkway, Arlington, Texas, 76011-5425.

It is agreed that five cents ($.05) per hour paid into *Texas Iron Workers & Employers' Apprenticeship Training & Journeyman Upgrading Fund* shall be designated for and paid into the jointly administered *National Iron Workers and Employers' Apprenticeship Training and Journeyman Upgrading Fund.* A copy of the National Fund's Agreement and Declaration of Trust, together with all amendments thereto, shall be considered as part of this Agreement as though set forth herein at length.

TEXAS IRON WORKERS' VACATION FUND CONTRIBUTION

It is agreed that the contribution rate as set forth on the wage page of this Agreement shall be paid to the *Texas Iron Workers' Vacation Fund* for each hour worked by each Iron Worker or other labor covered by the terms of this Agreement; however, the District Council has the option to require the Employer to divert a part of wages into the Vacation Fund by giving thirty (30) days written notice.

A copy of said Agreement and Declaration of Trust of the *Texas Iron Workers' Vacation Fund*, together with all amendments thereto, shall be considered as part of this Agreement as though set forth herein at length.

Copies of the Vacation Fund's Agreement and Declaration of Trust will be available upon written request submitted to the Board of Trustees in care of Zenith Administrators, P. O. Box 266166, Houston, Texas, 77207.

TEXAS IRON WORKERS EMPLOYERS' ASSOCIATION

It is agreed that the contribution rate as set forth on the appropriate wage page of this Agreement shall be paid into the *Texas Iron Workers Employers' Association* **(T.I.W.E.A.)** for each hour worked by each Iron Worker or other labor covered by the terms of this Agreement and will continue for the duration of this Agreement.

INSTITUTE OF THE IRONWORKING INDUSTRY

The Employer agrees to contribute to the *Institute of the Ironworking Industry* **(I.I.I.)** the rate as set forth on the appropriate wage page of this Agreement for each hour worked by each Iron Worker or other labor covered by the terms of this Agreement and will continue for the duration of this Agreement.

LEASED EMPLOYEES

Should any signatory Employer enter into any Agreement with an "Employee Leasing Company" to provide Employees for the performance of work covered by this Agreement, it shall be the Employer's responsibility to have the "Employee Leasing Company" execute a "Participation Agreement" (as may be required by the Trust Funds) requiring said 'Employee Leasing Company" to pay contributions to the Funds as set forth in this Agreement.

Should said "Employee Leasing Company" fail to make such contributions, as required by this Agreement, the signatory Employer shall be responsible for all delinquent contributions plus liquidated damages, interest, audit fees and legal costs. It is agreed and understood by the Union that this clause (Leased Employees) shall not be construed as limiting nor restricting any Employer, a party to this Agreement, from exercising the right to conduct any or all business operations with any other Firm or Employer. The intent of this clause is to stipulate that all contributions on behalf of eligible Iron Workers be made accordingly pursuant to a written agreement as required by law. Furthermore, an "Employee Leasing Company" signatory to this Agreement shall provide Worker's Compensation Insurance.

WORKING ASSESSMENT CHECK-OFF

During the life of this Agreement, Employer agrees to deduct assessments in the amount listed on the appropriate wage page of gross pay for each hour for which each Employee is paid wages from the weekly pay of each Employee, exclusive of the Health Benefit Fund, Pension Fund, Defined Contribution Retirement Fund, Apprenticeship Training Fund, Vacation Fund, I.I.I. and T.I.W.E.A. contributions, for each Employee who executes or has executed an "Authorization for Check-Off" form as provided for by the Union. It is understood that this Working Assessment Check-Off will be deducted at the appropriate amount as specified by the Local Union, now and in the future. Accompanying each monthly payment shall be a form furnished by the Union on which

the Employer will show names and social security numbers of Employees on whose account deductions were made; the amount of such deductions for each Employee and total of all such deductions, the same to be made on a monthly basis. In the event the Employer has Employees who refuse to sign such "Authorization for Check-Off" form, their name and hours shall also be placed on this form with the same being indicated. The Employer shall be held harmless for any deduction made in good faith after having received the above authorization.

SUPPLEMENTAL DUES CHECK-OFF

During the life of this Agreement, Employer agrees to deduct for supplemental dues the amount of twenty two cents (**$.22**) per hour (*IWDC of Texas - 5 cents, IPAL - 1 cent, State COPE Fund - 1 cent, Market Recovery - 15 cents*) for each hour worked, exclusive of the Health Benefit Fund, Pension Fund, Defined Contribution Retirement Fund, Apprenticeship Training Fund, Vacation Fund, I.I.I. and T.I.W.E.A. contributions, for each Employee who executes or has executed an "Authorization for Check-Off" form as provided for by the Union. It is understood that this Supplemental Dues Check-Off will be deducted at the appropriate amount as specified by the District Council, now and in the future.

Accompanying each monthly payment shall be a form furnished by the Union on which the Employer will show names and social security numbers of Employees on whose account deductions were made; the amount of such deductions for each Employee and total of all such deductions, the same to be made on a monthly basis. In the event the Employer has Employees who refuse to sign such "Authorization for Check-Off" form, their names and hours shall also be placed on this form with same being indicated. The Employer shall be held harmless for any deductions made in good faith after having received the above authorization.

REPORTING TIME

Any Employee reporting for such work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, weather permitting, unless he/she has been notified before the end of the last preceding shift not to report; and any Employee who reports for work and for whom work is provided, shall receive not less than four (4) hours pay, weather permitting; and, if more than four (4) hours are worked in any one (1) day, shall be paid for actual hours worked.

FOREMAN

When two (2) or more Employees are employed, one (1) shall be selected by the Employee to act as Foreman and receive a Foreman's wage to be not less than one dollar twenty five cents (**$1.25**) above Journeyman scale, and the Foreman is the only representative of the Employer who shall issue instructions to the workers.

There shall be no restrictions as to the employment of Foremen. The Employer may employ on one piece of work as many Foremen or pushers as in its judgment are necessary for the safe, expeditious and economical handling of the same.

GENERAL FOREMAN

The Employer, at its option, may employ an Iron Worker to act as General Foreman who shall receive a General Foreman's wage to be not less than two dollars twenty five cents **($2.25)** above Journeyman scale.

SUPERINTENDENT

The Employer, at its option, may employ an Iron Worker to act as Superintendent who shall receive a Superintendent's wage to be not less than three dollars **($3.00)** above Journeyman scale.

CREW SIZE

The Employer will determine the number of Iron Workers to be utilized to perform the work covered by this Agreement.

SAFETY

All regulations and enforcement are deferred to the appropriate governmental agency, be it Federal, State or Local.

COMPENSATION INSURANCE

The Employer must at all times provide Worker's Compensation Insurance.

DRINKING WATER - CLOTHES ROOM

The Employer shall furnish cold, clean drinking water at all times and each job of sufficient size and length to justify same shall be provided with a warm dry shed or rooms for the Employees to change their clothes and keep their tools. Sanitary facilities shall be made available on all jobs.

TOOLS

All Iron Workers, both Journeymen and Apprentices, shall furnish and maintain in their possession, the following necessary hand tools to enable them to effectively install such specific work as classified below.

Expendable tools broken on the job shall be replaced by the Employer. The Employee will be responsible for his/her own non-expendable tools. No Employee shall be responsible for the loss of the Employer's tools or equipment in his/her charge.

At the Employer's option, Employees who are furnished personal equipment such as hard hats, safety belts and safety glasses which will be retained while in the Employer's employ, may require such equipment to be acknowledged and signed for upon receipt by the Employee. Employees shall return such items upon termination of his/her employment. Failure to do so may result in the Employer deducting the actual cost of such item(s) from the Employee's pay.

It is agreed that all welding, cutting and compressor equipment and skytracks, forklifts and boomtrucks are tools of the trade and that their respective operation and fueling shall be performed by Employees covered by this Agreement.

FINISH IRON WORKERS

Expendable

1. Hacksaw Blades
2. Taps
3. Drill Bits up to 3/8"
4. Plumb Bob & Line
5. Hammer Handle
6. Six Foot (6') Rule

Non-Expendable

1. Screw Drivers
   a. 3/16" slot
   b. 5/16" slot
   c. No. 1 Phillips Tip
   d. No. 2 Phillips Tip
   e. No. 3 Phillips Tip
2. Magnetic Screw Driver
3. Tool Belt and Apron
4. 12 inch (12") Hacksaw
5. 12 inch (12") Crescent Wrench
6. Open End Wrench to ¾ inches

Finish Iron Workers Non-Expendable tool list continued

7. 12 inch (12") Torpedo Level
8. 12 inch (12") nail/prybar
9. Rubber Mallet or Deadblow
10. Red and Blue Chalkline
11. 25 foot (25') Measuring Tape
12. Allen Wrenches to 3/8 inch
13. 2 each – 11 inch (11") C type Vise Grips
14. 9 inch (9") regular jaw Vise Grips
15. Utility Knife
16. Torch Striker
17. Tap Wrench
18. 3/8 inch drive socket wrench plus sockets to ¾ inch (shallow & deep)
19. Work Gloves

STRUCTURAL IRON WORKERS

1. ¾" Spud Wrench
2. 7/8" Spud Wrench
3. Bull Pin
4. Twelve inch (12") Crescent Wrench
5. Twenty five foot (25') Tape
6. 6 lb. Hammer
7. Belt and Bolt Bag

REINFORCING IRON WORKERS

1. Six Foot (6') Rule
2. Reel and Belt
3. Side Cutter Pliers
4. Twenty five foot (25') Tape

TOOL PROTECTION

Employees will be provided with a place to lock up their tools at night, either in a gang box, shed, room or other secure place.

MOST FAVORED NATIONS CLAUSE

It is clearly the intent of the District Council that there will be equity and fairness to all Employers signatured to this Agreement and it is the intent of this Agreement to establish uniform wages and conditions in each of the Local Union territories within the State of Texas.

The District Council acknowledges that it will not allow one or more Employers to have special terms and conditions more advantageous than any other signatory Employer. However, the Employers recognize that reduction in wages or conditions to fit a certain classification of work such as heavy and highway or maintenance would not affect the overall integrity of this collective bargaining Agreement.

It is also recognized by the Employer that modifications in one geographical area of either wages or conditions would not constitute the necessity for similar changes in other geographical areas of the District Council.

BUSINESS REPRESENTATIVE

The Business Representative of the Union, after identifying him or herself to the Employer or his/her representative, shall be permitted to visit all jobs, but will in no way interfere with the progress of the work.

JOB STEWARD

There shall be a Steward on each job who shall be appointed by the Business Representative. The Steward shall be a Journeyman and shall perform the work of a Journeyman. He/She shall keep a record of the Employees laid off and discharged; and take up all grievances on the job and try to have the same adjusted, and in the event he/she cannot adjust them he/she must promptly report that fact to the Business Representative, who shall report same to the proper officer of the Union so that efforts can be made to adjust any matter without a stoppage of work. He/she shall see that the provisions of this Agreement are complied with and report to the Union the true conditions and fact. The Steward shall promptly take care of injured workers and accompany them to their homes or to a hospital as the case may require, without any loss of time and report the injury to the proper officers of the Union. The Employer agrees that the Job Steward will not be discharged until after proper notification has been given to the Union and further, when Employees are laid off, the Job Steward will be the last Employee laid off, providing he/she is capable of performing the work in question.

SETTLEMENT OF DISPUTES

Any dispute as to the proper interpretation of this Agreement shall be handled in the first instance by a representative of the Union and the Employer, and if they fail to reach a settlement within five (5) days, it shall be referred to a Board of Arbitration composed of one (1) person appointed by each party, the two (2) so appointed to select a third member. In the event that the two (2) so appointed arbitrators are unable within two (2) days to agree upon the third arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which the third member shall be selected. If the two arbitrators cannot agree upon a third member of the Board within forty-eight (48) hours after receipt of these five (5) names by the Board, the Union representative on the Board shall strike two (2) names, the Employer representative shall strike two (2) names, and the person whose name then remains shall be immediately asked to serve as the third member of the Board. The decision of the Board of Arbitration shall be handed down within two (2) days after the selection of the third member and the decision of the Board of Arbitration shall be final and binding upon both parties.

The Board of Arbitration shall have jurisdiction over all questions involving the interpretation and application of any section of this Agreement. It shall not, however, be empowered to handle negotiations for a new Agreement, changes in the wage scale or jurisdictional disputes.

Each party shall individually pay the expenses for the arbitrator it appoints and the two parties shall jointly share the expense of the third arbitrator.

STRIKE AND LOCKOUTS

It is mutually agreed that there will be no strikes authorized by the Union or no lockouts authorized by the Employer, except for the refusal of either party to submit to arbitration in accordance with the section entitled "Settlement of Disputes", or failure on the part of either party to carry out the award of the Board of Arbitration.

Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation provided, however, it shall not be a violation of any provision of the Agreement for any person covered by this Agreement to refuse to cross or work behind the picket line of any affiliated Union which has been authorized by the International of that Union, the Central Labor Council or the Building and Construction Trades Council.

The Union and the Employer recognize the fact that work stoppages can be a detriment to the Contractor and/or owner in the bidding and/or negotiation of projects. The Union and Employer further recognize that other persons create work stoppages over which the Union and employer have no control. For these reasons, the Union and Employer reserve the right after mutual agreement, between the President of the District Council and the involved Employer(s), to continue working on the project until its completion. If necessary, this Agreement can be reached in advance of the starting date of any project.

Both parties are strongly committed to both the written word and the intent of this section of the Agreement. It is mutually agreed that work stoppages for any reasons must be avoided for the betterment of the industry as a whole.

SCOPE OF AGREEMENT

This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employer nor the Union will be bound by rules, regulations or agreements not herein contained except interpretations or decisions of the Board of Arbitration.

SAVINGS CLAUSE

Should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of the court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or provision affected.

The remaining parts or provision shall remain in full force and effect.

MANDATORY SAFETY TRAINING

All Journeymen and Apprentices shall successfully complete, and receive appropriate certification thereof (including any renewals), the **OSHA 500 ten-hour safety course, CPR/First Aid** and applicable industry-related **OSHA regulations**. Journeymen and Apprentices referred for employment shall successfully complete these *three* courses within ninety (90) days of hire and/or reinstatement. The courses will be administered (including all associated costs) by the Board of Trustees of the *Texas Iron Workers & Employers' Apprenticeship Training & Journeymen Upgrading Fund* (in conjunction with its affiliated Joint Apprenticeship Committees). No Employee shall receive any compensation for attending the required safety course.

SUBSTANCE ABUSE POLICY

The Iron Workers' District Council of the State of Texas and the Texas Iron Workers Employers' Association recognize that in order to ensure a safe, healthy and productive work or jobsite environment, each Employer, a party hereto, shall have the right and obligation to maintain a safe and efficient workplace for all of its Employees, contractors and visitors and to protect the Employer's property, equipment and operations.

Furthermore, it is mutually agreed that, from time to time, an Employer may be contractually obligated to adhere to the substance abuse policies of another Employer, owner or governmental agency and that additional requirements or procedures, not outlined in this Policy, may have to be implemented. The Employer will notify the District Council of any additional substance abuse policies to which the Employer is contractually obligated.

This *Substance Abuse Policy* serves as a guideline for all Employers and reinforces the parties' mutual commitment that the use of and possession of illegal drugs and/or alcohol, which affects the safety of others, will not be tolerated.

Based upon the aforementioned objectives, the following provisions of this *Substance Abuse Policy* are hereby established;

This statement is to notify and inform all Employees that the unlawful or unauthorized manufacture, distribution, dispensation, possession or use of controlled substances, drugs, narcotics or intoxicating beverages are not permitted on any Employer's premises. Paraphernalia and equipment related to the use of controlled substances, drugs and narcotics is strictly prohibited.

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Definitions

1. Controlled substances shall mean and include any drug (as the term is herein defined) or any other substance used in a manner or for a purpose other than is prescribed.

2. Drugs shall mean and include narcotics, alcohol and illegal substances that may cause addiction and/or affect coordination or memory, or adversely affect the structure or any function of the body.

3. Prescribed drugs shall mean and include an order by a licensed physician to a pharmacist authorizing the dispensation of a drug or controlled substance which specifies the date of issue, name and address of the patient and the directions for use of the substance.

4. Employer's premises shall mean and include all land and properties, whether occupied or vacant, buildings, structures, automobiles, trucks and other vehicles, lockers and rooms, on or at any site for the performance of work done on or on the behalf of the Employer.

5. Possession shall mean and include having any amount of controlled substances or drugs on the Employee's person, belongings, vehicle (s), quarters or lockers.

6. Use shall mean any unacceptable amount of controlled substances or drugs found in the Employee's system as determined through a urinalysis, or physical consumption of controlled substances or drugs on Employer's premises. The term "unacceptable," as used herein, shall be the minimum standards as adopted by the National Institute on Drug Abuse.

Statement of Policies

All Employees are informed that the following actions are expressly prohibited and constitute violations of this *Policy*:

1. The manufacture, distribution, dispensation, possession or use of controlled substances or drugs on Employer premises.

2. The operation of Employer vehicles or equipment by any Employee while under the influence of controlled substances or drugs.

3. The possession of prescribed drugs that are not prescribed to the person in possession or to members of the person's immediate family.

4. The possession of any prescribed or over-the-counter drug that is unsafe to use while on an industrial or worksite location as declared by a licensed physician or manufacturer.

Employee Responsibilities

1. It is each Employee's responsibility to read the entire *Substance Abuse Policy.*

2. Each Employee is to be alert to any violations of this *Policy* which could affect the safety of all personnel and to report the same to his/her supervisor.

3. It is each Employee's responsibility to inform an immediate supervisor if he/she is using a prescribed drug that may adversely affect his/her ability to safely perform his/her duty.

Supervisor Responsibilities

Each Supervisor is responsible for advising the general manager or other appropriate Employer representative of any Policy violation observed or communicated by any Employee if such policy violation has been substantiated. Each Supervisor is responsible for documenting situations of actual or suspected controlled substance or drug abuse in accordance with this *Policy.*

Searches and Tests

The Employer reserves the right, based upon a reasonable belief that an employee(s) is impaired or otherwise involved in illegal drugs or drug paraphernalia, to have authorized personnel conduct searches or inspections of personal property, lockers, baggage and vehicles for the purpose of determining if an Employee(s) is in violation of this *Policy*. Employer initiated searches may be conducted from time to time without prior notice or announcement.

The Employer also reserves the right, at all times, to have authorized personnel conduct urinalysis tests of employees for the purpose of determining possession or use of controlled substances or drugs.

Urinalysis may be used in pre-hire, post-accident or random situations (random testing, if utilized, will be applicable to all Employer's personnel by a method which ensures that subjective selection does not occur); in promotions to any job involving the operation of any motorized vehicle or equipment or involving work in potentially hazardous environments; and may be utilized from time to time without prior notice or announcement or in situations involving reasonable (substantiated) suspicion of a *Policy* violation.

Any Employee who refuses to submit to a search, urinalysis, or is determined to be in violation of this Policy, will be subject to disciplinary action, including immediate termination of employment.

An Employee who is sent by the Employer to a physician for treatment may be required to undergo urinalysis testing as a condition of continued employment.

The following action will be taken for Employees discovered to be in violation of this *Policy*:

1. Any Employee found in violation of this *Policy* may be terminated immediately.

2. A positive result of any urinalysis screening test of any Employee may result in the termination of that Employee.

3. The failure or refusal of any Employee to conform to this *Policy* will be considered to be voluntary termination initiated by the Employee.

Reimbursement

1. Any individual (applicant for employment or Employee) required, by an Employer to submit to a drug test, in accordance with this *Policy*, shall receive a reimbursement equal to two hours base rate pay provided the individual's test results are acceptable.

2. The reimbursement, if applicable, may or may not be in the form of wages; however, under no circumstances will the reimbursement be subjected to either fringe benefit contributions or the overtime provisions set forth in the *Standard Form Agreement*.

Testing of Apprentices

1. All Apprentices, indentured with any *Joint Apprenticeship Committee* affiliated with the *Texas Iron Workers and Employers' Apprenticeship Training and Journeyman Upgrading Fund*, will submit to urinalysis tests as soon as feasible; and all Apprentices, regardless of their date of indenture, will be tested on a random basis, throughout their apprenticeship.

2. The *Texas Iron Workers and Employers' Apprenticeship Training and Journeyman Upgrading Fund* will coordinate and cover expenses associated with these urinalysis tests.

3. The *Texas Iron Workers and Employers' Apprenticeship Training and Journeyman Upgrading Fund* will provide all Apprenticeship Instructors with appropriate training for the visual determination of drug usage or any other related training in support of this *Substance Abuse Policy.*

Testing of all New Journeymen

1. All Local Unions of the Iron Workers' District Council of the State of Texas shall require, any new Journeyman to provide his/her own urinalysis test results from an approved facility.

2. The urinalysis test must be administered within seventy-two hours from the membership acceptance date into the Local Union.

3. A "new Journeyman" is defined as either 1) an individual accepted as a Journeyman member in a Local Union absent graduation from the *Texas Iron Workers and Employers Apprenticeship Training and Journeyman Upgrading Fund* or 2) an individual, who, as a suspended (former) Journeyman member, re-joins a Local Union.

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A *Joint Committee* comprised of representatives of the Iron Workers' District Council of the State of Texas and the Association shall meet periodically and shall have the stated purpose of addressing and, if warranted, modifying this Agreement's *Substance Abuse Policy.* In the event, the Joint Committee elects to retain the services of legal counsel or professional assistance for this purpose, then any related expenses shall be shared equally by the District Council and the Association.

HEALTH BENEFIT FUND MAINTENANCE

During the term of this Agreement, provided thirty (30) days advance written notice is submitted by the Union to the Employer prior to the effective date, one (1) thirty cents ($.30) per hour increase to the Texas Iron Workers' Health Benefit Fund's Employer contribution rate may be incorporated pursuant to the following conditions:

1. Provided that the Fund's fiscal year end audited financial reserves are determined to be valued less than four million dollars ($4,000,000);

2. Provided verifiable written evidence is readily available upon request, prior to the effective date, affirming the Fund's governing Board of Trustees proper review and ratification of the audited Fund reserves.

WAGE OPENER EFFECTIVE JUNE 1, 2003

It is agreed that separate *wage openers*, applicable to each Local Union jurisdiction of the District Council, shall be effective June 1, 2003. All other terms and conditions set forth in this Agreement shall remain in force.

DURATION AND TERMINATION

This Agreement shall take effect on June 1, 2001 and shall remain in effect and in full force along with any amendments thereof through the termination of May 31, 2004. And, unless written notice is given by either party to the other at least sixty (60) days prior to the termination date for the desire for a change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner this Agreement with any amendments thereof shall remain in effect from year to year thereafter subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least sixty (60) days prior to the expiration of such Agreement.

Any monetary changes in this Agreement with either increases or decreases would be placed in effect at the mutually agreed upon date as determined by the respective *Local Wage Negotiation Committees* for the District Council and the Association.

This Agreement may be amended at any time by mutual consent.

SIGNED AND AGREED to this 15th ***day of*** June ***, 2001.***

Marvin L. Lagsdale
***President*, Iron Workers District Council of the State of Texas**

***President*, Texas Iron Workers Employers' Association**

TERRITORIAL JURISDICTIONS

Maps depicting the respective Territorial Jurisdictions of each Local Union shall be available from the Iron Workers' District Council of the State of Texas and the Texas Iron Workers Employers' Association.

LOCAL UNION NO. 66

Counties

1. Aransas
2. Atascosa
3. Bandera
4. Bee
5. Bexar
6. Brooks
7. Calhoun
8. Cameron
9. Comal
10. Demmit
11. Duval
12. Edwards
13. Frio
14. Hidalgo
15. Jim Hogg
16. Jim Wells
17. Karnes
18. Kendall
19. Kenedy
20. Kerr
21. Kimble
22. Kinney
23. Kleberg
24. La Salle
25. Maverick
26. McMullen
27. Medina
28. Nueces
29. Real
30. Refugio
31. San Patricio
32. Schleicher
33. Starr
34. Sutton
35. Uvalde
36. Val Verde
37. Victoria
38. Webb
39. Willacy
40. Wilson
41. Zapata
42. Zavala

Parts of Counties

1. Blanco
2. DeWitt
3. Gillespie
4. Goliad
5. Gonzales
6. Guadalupe
7. Jackson
8. Lavaca
9. Live Oak
10. Mason
11. Matagorda
12. Menard

LOCAL UNION NO. 84

Counties

1. Fort Bend
2. Grimes
3. Harris
4. Madison
5. Montgomery
6. Walker
7. Waller
8. Wharton

Parts of Counties

1. Austin
2. Brazoria
3. Brazos
4. Burleson
5. Chambers
6. Colorado
7. Houston
8. Jackson
9. Leon
10. Liberty
11. Matagorda
12. Robertson
13. San Jacinto
14. Trinity
15. Washington

LOCAL UNION NO. 135

Parts of Counties

1. Brazoria
2. Chambers
3. Galveston
4. Matagorda

LOCAL UNION NO. 125

Counties

1. Hardin
2. Jasper
3. Jefferson
4. Newton
5. Orange
6. Polk
7. Tyler

Parts of Counties

1. Angelina
2. Chambers
3. Houston
4. Liberty
5. Sabine
6. San Augustine
7. San Jacinto
8. Trinity

LOCAL UNION NO. 482

Counties

1. Bastrop
2. Bell
3. Bosque
4. Burnet
5. Caldwell
6. Concho
7. Coryell
8. Falls
9. Fayette
10. Hamilton
11. Hays
12. Hill
13. Lampasas
14. Limestone
15. Lee
16. Llano
17. McLennan
18. McCulloch
19. Milam
20. Travis
21. San Saba
22. Williamson

Parts of Counties

1. Austin
2. Blanco
3. Brazos
4. Brown
5. Burleson
6. Coleman
7. Colorado
8. Comal
9. Concho
10. DeWitt
11. Gillespie
12. Gonzales
13. Guadalupe
14. Lavaca
15. Mason
16. Menard
17. Mills
18. Robertson
19. Washington

LOCAL UNION NO. 263 (NORTH TEXAS DIVISION)

Counties

1. Anderson
2. Bryan (Oklahoma)
3. Chocktaw (Oklahoma)
4. Collin
5. Comanche
6. Cooke
7. Dallas
8. Delta
9. Denton
10. Eastland
11. Ellis
12. Erath
13. Fannin
14. Franklin
15. Freestone
16. Grayson
17. Henderson
18. Hood
19. Hopkins
20. Houston
21. Hunt
22. Johnson
23. Kaufman
24. Lamar
25. Navarro
26. Parker
27. Rains
28. Rockwall
29. Tarrant
30. Van Zandt
31. Wood

Parts of Counties

1. Brown
2. Callahan
3. Coleman
4. Jack
5. Houston
6. Leon
7. Love
8. Mills
9. Montague
10. Palo Pinto
11. Stephens
12. Wise

(LOCAL UNION NO. 263 (WEST TEXAS DIVISION)

Counties – Texas

1. Andrews
2. Archer
3. Armstrong
4. Bailey
5. Baylor
6. Brewster
7. Briscoe
8. Broden
9. Carson
10. Castro
11. Childress
12. Clay
13. Cochran
14. Coke
15. Collingsworth
16. Cottle
17. Craine
18. Crockett
19. Crosby
20. Culberson
21. Dallam
22. Dawson
23. Deaf Smith
24. Dickens
25. Donley
26. Ector
27. El Paso
28. Fisher
29. Floyd
30. Foard
31. Gaines
32. Garza
33. Glasscock
34. Gray
35. Hale
36. Hall
37. Hansford
38. Hardeman
39. Hartley
40. Haskell
41. Hemphill
42. Hockley
43. Howard
44. Hudspeth
45. Hutchinson
46. Irion
47. Jeff Davis
48. Jones
49. Kent
50. King
51. Knox
52. Lamb
53. Lipscomb
54. Loving
55. Lubbock
56. Lynn
57. Martin
58. Midland
59. Mitchell
60. Moore
61. Motley
62. Nolen
63. Ochiltree
64. Oldham
65. Parmer
66. Pecos
67. Potter
68. Presdio
69. Randall
70. Reagan
71. Reeves
72. Roberts
73. Runnells
74. Scurry
75. Shackelford
76. Sherman
77. Stonewall
78. Sterling
79. Swisher
80. Taylor
81. Terrell
82. Terry
83. Throckmorton
84. Tom Green
85. Upton
86. Ward
87. Wheeler
88. Wichita
89. Wilbarger
90. Winkler
91. Yoakum
92. Young

Parts of Counties – Texas

1. Callahan
2. Cooke
3. Jack
4. Montague
5. Palo Pinto
6. Stephens
7. Wise

LOCAL UNION NO. 263 (WEST TEXAS DIVISION)

Counties – Kansas

1. Grant
2. Haskell
3. Morton
4. Stevens
5. Seward
6. Stanten

Counties – New Mexico

1. Chaves
2. Curry
3. Dona Ana
4. Eddy
5. Grant
6. Harding
7. Hidalgo
8. Lea
9. Luna
10. Otero
11. Quay
12. Roosevelt
13. Sierra
14. Union

Counties – Oklahoma

1. Beaver
2. Beckham
3. Cimmaron
4. Cotton
5. Ellis
6. Greer
7. Harmon
8. Harper
9. Jackson
10. Jefferson
11. Kiowa
12. Texas
13. Tillman

Parts of Counties – Oklahoma

1. Love
2. Marshall

LOCAL UNION NO. 66 (*SAN ANTONIO*)

I. Effective the first full payroll period on or after the following dates, the Journeyman wage rate shall be:

	June 1, 2001	January 1, 2002	June 1, 2002	January 1, 2003
Base Rate	$15.35	$15.60	$15.85	$16.10
Health Benefit Fund	1.90	1.90	1.90	1.90
Pension Fund	1.00	1.00	1.00	1.00
Defined Contribution Plan	.50	.50	.50	.50
Apprenticeship Trng. Fund	.25	.25	.25	.25
Vacation Fund	1.00	1.00	1.00	1.00
I.I.I.	.02	02	.02	.02
T.I.W.E.A.	.02	.02	.02	.02
Total	$20.04	$20.29	$20.54	$20.79

II. Working Assessment/Local Union No. 66
- four and one-half percent (4½%).

III. Subsistence at the rate of twelve dollars ($12.00) per day shall be paid to Employees required to travel over sixty (60) miles to the project. For the purpose of applying subsistence, the distance shall be computed from the Employee's home or from the county courthouse of the Basing Point City closest to his/her home, whichever is closest to the project. The Basing Point Cities shall be San Antonio and Corpus Christi.

Employees required to travel to a project which is located in excess of one hundred (100) miles from the closest of the Employee's home or from the county courthouse of the closest Basing Point City shall receive one (1) hour travel time each way. This *travel time pay* is to be paid one time in and one time out only.

LOCAL UNION NO. 84 (*HOUSTON*)

I. Effective the first full payroll period on or after the following dates, the Journeyman wage rate shall be:

	June 1, 2001		June 1, 2002	
	Commercial	*Industrial*	*Commercial*	*Industrial*
Base Rate	$17.62	$20.08	$18.12	$20.73
Health Benefit Fund	2.20	2.20	2.20	2.20
Pension Fund	1.00	1.00	1.00	1.00
Defined Contribution Plan	.50	.50	.50	.50
Apprenticeship Trng. Fund	.25	.25	.25	.25
Vacation Fund	.55	.55	.55	.55
I.I.I.	.02	.02	.02	.02
T.I.W.E.A.	.02	.02	.02	.02
Total	$22.16	$24.62	$22.66	$25.27

II. Working Assessment/Local Union No. 84 (Houston)
- three percent (3%).

LOCAL UNION NO. 135 (*GALVESTON*)

I. Effective the first full payroll period on or after the following dates, the Journeyman wage rate shall be:

	June 1, 2001		June 1, 2002	
	Commercial	*Industrial*	*Commercial*	*Industrial*
Base Rate	$16.75	$20.90	$17.15	$21.55
Health Benefit Fund	2.20	2.20	2.20	2.20
Pension Fund	1.00	1.00	1.00	1.00
Defined Contrib. Plan	.50	.50	.50	.50
Apprenticeship Trng. Fund	.25	.25	.25	.25
Vacation Fund	.80	.80	.80	.80
I.I.I.	.02	.02	.02	.02
T.I.W.E.A.	.02	.02	.02	.02
Total	$21.54	$25.69	$21.94	$26.34

II. Working Assessment/Local Union No. 135 (Galveston)
- three percent (3%).

LOCAL UNION NO. 125 (*BEAUMONT*)

I. Effective the first full payroll period on or after the following dates, the Journeyman wage rate shall be:

	June 1, 2001	January 1, 2002	June 1, 2002	January 1, 2003
Base Rate	$16.53	$16.78	$17.03	$17.28
Health Benefit Fund	1.90	1.90	1.90	1.90
Pension Fund	1.00	1.00	1.00	1.00
Defined Contribution Plan	.50	.50	.50	.50
Apprenticeship Trng. Fund	.25	.25	.25	.25
Vacation Fund	.35	.35	.35	.35
I.I.I.	.02	.02	.02	.02
T.I.W.E.A.	.02	.02	.02	.02
Total	$20.57	$20.82	$21.07	$21.32

II. Working Assessment/Local Union No. 125 (Beaumont)
- four percent (4%).

LOCAL UNION NO. 482 (*AUSTIN*)

I. Effective the first full payroll period on or after the following dates, the Journeyman wage rate shall be:

	June 1, 2001	January 1, 2002	June 1, 2002
Base Rate	$15.85	$16.15	$16.65
Health Benefit Fund	1.90	1.90	1.90
Pension Fund	1.00	1.00	1.00
Defined Contribution Plan	.50	.50	.50
Apprenticeship Trng. Fund	.25	.25	.25
Vacation Fund	1.00	1.00	1.00
I.I.I.	.02	.02	.02
T.I.W.E.A.	.02	.02	.02
Total	$20.54	$20.84	$21.34

II. Working Assessment/Local Union No. 482 (Austin)
- four and one-half percent (4½%).

LOCAL UNION NO. 263 (*NORTH TEXAS DIVISION*)

I. Effective the first full payroll period on or after the following dates, the Journeyman wage rate shall be:

	June 1, 2001	January 1, 2002	June 1, 2002
Base Rate	$17.00	$17.35	$18.10
Health Benefit Fund	1.90	1.90	1.90
Pension Fund	1.00	1.00	1.00
Defined Contribution Plan	.50	.50	.50
Apprenticeship Trng. Fund	.25	.25	.25
Vacation Fund	.70	.70	.70
I.I.I.	.02	.02	.02
T.I.W.E.A.	.02	.02	.02
Total	$21.39	$21.74	$22.49

II. Working Assessment/Local Union No. 263 (North Texas Division)
- two and one-half percent (2½%).

LOCAL UNION NO. 263 (*WEST TEXAS DIVISION*)

(FOR WORK IN NEW MEXICO)

I. Effective the first full payroll period on or after the following dates, the Journeyman wage rate shall be:

	June 1, 2001	January 1, 2002	June 1, 2002
Base Rate	$17.69	$18.04	$18.79
Health Benefit Fund	1.90	1.90	1.90
Pension Fund	1.00	1.00	1.00
Defined Contribution Plan	.50	.50	.50
Apprenticeship Trng. Fund	.25	.25	.25
Vacation Fund	.70	.70	.70
I.I.I.	.02	.02	.02
T.I.W.E.A.	.02	.02	.02
Total	$22.08	$22.43	$23.18

II. Working Assessment/Local Union No. 263 (West Texas Division)
- two and one-half percent (2½%).

(FOR WORK IN WEST TEXAS, OKLAHOMA AND KANSAS)

	June 1, 2001	January 1, 2002	June 1, 2002
Base Rate	$16.34	$16.69	$17.44
Health Benefit Fund	1.90	1.90	1.90
Pension Fund	1.00	1.00	1.00
Defined Contribution Plan	.50	.50	.50
Apprenticeship Trng. Fund	.25	.25	.25
Vacation Fund	.70	.70	.70
I.I.I.	.02	.02	.02
T.I.W.E.A.	.02	.02	.02
Total	$20.73	$21.08	$21.83

III. Working Assessment/Local Union No. 263 (West Texas Division)
- two and one-half percent (2½%).

IV. **SUBSISTENCE*** for work in WEST TEXAS, NEW MEXICO, OKLAHOMA AND KANSAS

Per diem will be paid at the rate stated below; travel allowance or mileage pay for travel time will not be paid to any Employee. If an Employee is available for work for the entire shift, he/she shall be paid the full per diem, whether or not he/she is required to work the full shift. If he/she is not available for the full shift, the per diem shall be prorated based on the number of hours he/she works. In order to qualify for the per diem payment, the Employee **must** meet the mileage criteria from the Amarillo City Hall, El Paso City Hall or from his/her home to the project, whichever is closer.

Per diem shall be paid at the following rates:

Base to sixty (60) miles	**Free Zone**
Sixty one (61) miles to ninety (90) miles	**Fifteen dollars ($15.00) per day**
Over ninety (90) miles	**Twenty five dollars ($25.00) per day**

* applicable only to Local Union No. 263's *West Texas Division.*

The undersigned employer who has not assigned its bargaining rights to the Texas Iron Workers' Employers Association does hereby agree to be bound by all the terms of this Agreement and all amendments, extensions and modifications as hereafter negotiated between the Iron Workers District Council of the State of Texas and the Texas Iron Workers' Employers Association, the same as if fully executed thereof. The foregoing constitutes its collective bargaining agreement with the Iron Workers District Council of the State of Texas representing its employees.

Employer: _____

By: _____ Signature

By: _____ Type or Print Name

Title: _____

Address: _____

City, State, Zip Code _____

_____

Tel. No. _____ Fax No. _____

Date: _____

Iron Workers District Council of the State of Texas

By: _____

Title: _____

Date: _____