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Title: **Houston Chapter Associated General Contractors of America, Inc. and The Construction Employers' Association of Texas and Texas Carpenters & Millwrights Regional Council, United Brotherhood of Carpenters & Joiners of America (UBC), AFL-CIO, Local 551 (2005)**

K#: **8619**

Employer Name: **Houston Chapter Associated General Contractors of America, Inc. and The Construction Employers Association of Texas**

Location: **TX Houston**

Union: **Texas Carpenters & Millwrights Regional Council, United Brotherhood of Carpenters & Joiners of America (UBC), AFL-CIO**

Local: **551**

SIC: **1540**

NAICS: **23622**

Sector: **P**

Number of Workers: **2500**

Effective Date: **04/01/05**

Expiration Date: **03/31/06**

Number of Pages: **24**

Other Years Available: **Y**

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K8619

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL #551 HOUSTON AND VICINITY**

**AGREEMENT ENTERED INTO
BY
AND BETWEEN**

The Houston Chapter Associated General Contractors of America, Inc. and The Construction Employers' Association of Texas, hereinafter referred to as "CONTRACTORS",

and

The TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL representing its affiliated Union, Carpenters Local Union No. 551 of Houston, Texas hereinafter referred to as "UNION".

**ARTICLE I
Recognition**

Contractors recognize the Union as Bargaining Agent for all Carpenters and Carpenter Apprentices that it may lawfully represent who may be employed by Contractors party to this Agreement in the area described in Article IV hereof.

**ARTICLE II
Recognition of Management**

Union recognizes the Contractors as Management of all their work in all respects subject to the terms and conditions of this Agreement.

**ARTICLE III
Scope of Agreement**

Section 1: This Agreement covers the rates of pay and working conditions of all the employees of Contractors whom the Union may lawfully represent, engaged in any work over which the jurisdiction of the Texas Carpenters & Millwrights Regional Council representing its affiliated Union, Local No. 551 of Houston & vicinity, at this time is recognized by the Building and Trades Department of the AFL-CIO.

Section 2: The attached Working Conditions are an integral part of the Agreement, and shall supersede all other existing working rules. It is further agreed that neither the Constitution of the International Union, nor the By-Laws of the Texas Carpenters & Millwrights Regional Council or any Local Union, shall be considered a part of this Agreement, nor used in the interpretation thereof.

**ARTICLE IV
Territorial Jurisdiction**

This Agreement shall apply to an area consisting of the following counties: Harris, Galveston, Liberty, Chambers, San Jacinto, Polk, Trinity, Houston, Leon, Madison, Grimes, Walker, Montgomery, Waller, Washington, Austin, Colorado, Lavaca, Jackson, Matagorda, Wharton, Fort Bend, and Brazoria.

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**ARTICLE V
Estimated Forces**

Section 1: In order to economically and efficiently serve the building public, it is important to have experienced, skilled workmen. Contractors recognize the Union as a source of such skilled manpower and will, therefore, use it as a source when in need of workmen. The Union agrees that when Contractors request workmen, it will exert every effort to supply skilled men. Contractors shall be the sole judge of any applicant's qualifications. Contractors shall exercise their right to hire and to reject any job applicant without regard to Union membership or nonmembership.

Section 2: It is mutually agreed by the signatory parties to this Agreement that the Contractors and the Union, in all matters concerning job applicants or employees will abide by all laws applicable to this contract including Executive Orders and Federal and State Civil Rights laws.

**ARTICLE VI
Grievance Procedure**

Section 1: All disputes, other than those pertaining to wage rates, fringe benefits and jurisdictional disputes that may arise on any job covered by this Agreement, shall be handled in the following manner without permitting the grievance to interfere in any way with the progress and prosecution of the work.

Section 2: It is agreed that the Joint Board of Interpretation shall be composed of two (2) representatives of the Carpenters and two (2) representatives of the Contractors, to whom shall be referred disputes arising over the interpretation of the Agreement. These members shall be named within twenty-four (24) hours after receipt of notification. The decision of the Joint Board of Interpretation shall be final and binding on all parties involved. The Joint Board of Interpretation shall make its decision within forty-eight (48) hours.

Section 3: In the event of failure of the Joint Board of Interpretation to arrive at a solution, Contractors and the Union shall each select one (1) person, and such person shall be named within two (2) days after the Joint Board has failed to arrive at a solution. The two (2) persons selected by the Union and by the Contractors shall within two (2) days name one (1) additional person and said three (3) persons shall within four (4) days render a decision. This decision shall be final and binding on all parties involved. In the event these two (2) persons cannot agree on a third person, then they shall immediately request the Federal Mediation and Conciliation Service for a list of nine (9) professional arbitrators. One of the list of the nine (9) professional arbitrators shall be selected within forty-eight (48) hours as the third person. The decision of the Board of Arbitration shall be final and binding on all parties involved.

**ARTICLE VII
Jurisdiction**

The work of the Union and other labor that the Union may lawfully represent shall be all work recognized as such by the Building and Construction Trades Council, AFL-CIO.

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REPRESENTING CARPENTERS LOCAL #551 HOUSTON AND VICINITY**

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. And such stipulation that previously may have been entered into on or on behalf of the employer, is rescinded by execution of this contract. 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 interferences with the work by reason of jurisdictional dispute.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL #551 HOUSTON AND VICINITY**

**ARTICLE VIII
Wages and Classifications**

Section 1: Effective the first day of the first full payroll period beginning on or after April 1, 2005, not less than the following regular hourly rates shall apply to all **Commercial Jobs**:

COMMERCIAL RATES
(Commercial Rates apply to most traditional building work.)

Carpenter, Project Foreman (Optional with Contractor)	\$22.25
Carpenter, General Foreman (Optional with Contractor)	21.25
Carpenter, Foreman	20.75
Carpenter, Steward (when qualified by graduation from Steward School)	19.65
Carpenter, Journeyman	19.50

NOTE: The Contractors recognize the Union is the source of Apprentices in good standing with the Carpenters, Millwrights and Piledrivers Joint Apprenticeship Training School of Houston and Vicinity. Only Apprentices in good standing with the Carpenters, Millwrights and Piledrivers Joint Apprenticeship Training School of Houston and Vicinity are eligible for the Apprentice rates listed below. (Nothing herein shall be construed to violate current Texas law.)

Carpenter Apprentices	
Pre-Apprentice (50% of Journeyman Wage)	\$ 9.75
1st period (55% of Journeyman Wage)	10.73
2nd period (60% of Journeyman Wage)	11.70
3rd period (65% of Journeyman Wage)	12.68
4th period (70% of Journeyman Wage)	13.65
5th period (75% of Journeyman Wage)	14.63
6th period (80% of Journeyman Wage)	15.60
7th period (85% of Journeyman Wage)	16.58
8th period (90% of Journeyman Wage)	17.55

****NOTE:** Pre-Apprentices will not receive Pension or Health and Welfare contributions. Pre-Apprentices will receive only Apprentice and Training contributions of 14¢ per hour and Carpenters International Training Fund contributions of 4¢ per hour, or a total Apprentice & Training contribution of 18¢ per hour.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL #551 HOUSTON AND VICINITY**

Section 2: Effective the first day of the first full payroll period beginning on or after April 1, 2005, not less than the following regular hourly rates shall apply to **Light Commercial jobs**:

LIGHT COMMERCIAL RATES

(Definition of Light Commercial Projects: Churches, schools, retail shopping centers including malls [except trim and fixture work], industrial office and warehouse parks, treatment plants, and City of Houston architectural work except wage-rate jobs, such as Davis-Bacon projects.

Carpenter, Project Foreman (Optional with Contractor)	\$19.84
Carpenter, General Foreman (Optional with Contractor)	18.84
Carpenter, Foreman	18.34
Carpenter, Steward (when qualified by graduation from Steward School)	17.24
Carpenter, Journeyman	17.09

NOTE: The Contractors recognize the Union is the source of Apprentices in good standing with the Carpenters, Millwrights and Piledrivers Joint Apprenticeship Training School of Houston and Vicinity. Only Apprentices in good standing with the Carpenters, Millwrights and Piledrivers Joint Apprenticeship Training School of Houston and Vicinity are eligible for the Apprentice rates listed below. (Nothing herein shall be construed to violate current Texas law.)

Carpenter Apprentices	
Pre-Apprentice (50% of Journeyman Wage)	\$ 8.55
1st period (55% of Journeyman Wage)	9.40
2nd period (60% of Journeyman Wage)	10.25
3rd period (65% of Journeyman Wage)	11.11
4th period (70% of Journeyman Wage)	11.96
5th period (75% of Journeyman Wage)	12.82
6th period (80% of Journeyman Wage)	13.67
7th period (85% of Journeyman Wage)	14.53
8th period (90% of Journeyman Wage)	15.38

****NOTE:** Pre-Apprentices will not receive Pension or Health and Welfare contributions. Pre-Apprentices will receive only Apprentice and Training contributions of 14¢ per hour and Carpenters International Training Fund contributions of 4¢ per hour, or a total Apprentice & Training contribution of 18¢ per hour.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL #551 HOUSTON AND VICINITY**

Section 3: Effective the first day of the first full payroll period beginning on or after **April 1, 2005**, not less than the following regular hourly rates apply to all **Industrial jobs**:

INDUSTRIAL RATES

(**Industrial jobs** are: NASA, petro-chemical plants, metal-processing facilities, and energy-related plants.)

Carpenter, Project Foreman (Optional with Contractor)	\$24.30
Carpenter, General Foreman (Optional with Contractor)	23.30
Carpenter, Foreman	22.80
Carpenter, Steward (when qualified by graduation from Steward School)	21.70
Carpenter Journeyman	21.55

NOTE: The Contractors recognize the Union is the source of Apprentices in good standing with the Carpenters, Millwrights and Piledrivers Joint Apprenticeship Training School of Houston and Vicinity. Only Apprentices in good standing with the Carpenters, Millwrights and Piledrivers Joint Apprenticeship Training School of Houston and Vicinity are eligible for the Apprentice rates listed below. (Nothing herein shall be construed to violate current Texas law.)

Carpenter Apprentices	
Pre-Apprentice (50% of Journeyman Wage)	\$10.78
1st period (55% of Journeyman Wage)	11.85
2nd period (60% of Journeyman Wage)	12.93
3rd period (65% of Journeyman Wage)	14.01
4th period (70% of Journeyman Wage)	15.09
5th period (75% of Journeyman Wage)	16.16
6th period (80% of Journeyman Wage)	17.24
7th period (85% of Journeyman Wage)	18.32
8th period (90% of Journeyman Wage)	19.40

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REPRESENTING CARPENTERS LOCAL #551 HOUSTON AND VICINITY**

****NOTE:** Pre-Apprentices will not receive Pension or Health and Welfare contributions. Pre-Apprentices will receive only Apprentice and Training contributions of 14¢ per hour and Carpenters International Training Fund contributions of 4¢ per hour, or a total Apprentice & Training contribution of 18¢ per hour.

Section 4: On any project where the public agency has pre-determined and specified the prevailing wage rates for the project, signatory Contractors may pay the prevailing wage rate specified by the public agency plus the existing fringe benefits of five dollars and ninety-three cents (\$5.93).

Section 5: The Union agrees that in the event it or any of its affiliated entities enters into any understanding, contract, or agreement with any other Employer engaged in the same or similar work within the geographic area covered by this Agreement, which contains any provisions relating to wages or hours or working conditions which are more favorable to such other Employer than the provisions of this Agreement, that this Agreement may, at the discretion of an Employer covered by this Agreement or which has adopted its terms as provided in this Agreement, be amended so as to include any provisions containing such more favorable wages, hours or working conditions of employment on a project specific basis. The Union shall immediately furnish to AGC/CEA copies of any and all understandings, contracts, or agreements with any other Employers engaged in the same or similar work on that specific project within the geographic area covered by this Agreement, and upon entering into any such new agreements shall provide a copy thereof to AGC/CEA within forty-eight (48) hours. It is further understood that the Most Favored Nations Clause shall not apply to Texas Statewide Agreements entered into by the Texas Carpenters & Millwrights Regional Council that encapsulates all of any employer's scope of work on a statewide basis relevant to Drywall Work and Scaffolding Work only.

Section 6: A premium of twenty-five cents (25¢) per hour shall be paid for work performed on cooling towers constructed of treated materials. A premium of twelve and one-half cents (12-1/2¢) per hour shall be paid to carpenter primarily assigned to DeWalt type stationary saw.

Section 7: If at any time during the contract term there is a financial need to defer a part of wages into the Health and Welfare Fund or the Pension Fund in order to maintain the Fund's financial stability, this may be done with proper legal clearance, prior approval of the Fund Trustees, and sufficient notice to affected Employers.

Notes: See Articles IX, X, XI and XII of this Agreement of fringe benefits that are in addition to the above wage rates. Any Employer that fails to pay the fringe benefits on schedule shall be required to post a \$5,000.00 cash or surety bond with the administrator of the benefit funds, at the discretion of the Trustees. This bond shall be required by the Trustees from any Employer that has not previously paid into the benefits fund. Such surety bond shall be obtained from a firm registered with the U. S. Department of Treasury.

**ARTICLE IX
Apprentice and Training**

Subject to the provisions hereof, each individual Contractor covered by this Agreement will contribute the sum of fourteen cents (14¢) per hour for each hour worked by Carpenters and Carpenter Apprentices employed by such individual Contractor under said Agreement to the Carpenters, Millwrights and Pile Drivers Apprentice and Training

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
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Fund.

The contribution of the employer shall be used solely and exclusively for financing a training program for apprentice and journeyman employees on such terms and in such manner as the Trustees in the exercise of their sole discretion may determine. No part of the Trust shall ever be used for any purpose other than the purposes stated in the Trust Agreement.

It is further agreed that the Declaration of Trust which was consummated September 1, 1960, and which conforms to all requirements of law shall be considered as part of this Agreement as though set forth here at length.

**ARTICLE X
Carpenters International Training Fund**

Subject to the provisions hereof, each individual Contractor covered by this Agreement will contribute the sum of four cents (4¢) per hour for each hour worked by Carpenters and Carpenter Apprentices employed by such individual Contractor under said Agreement to the Carpenters International Training Fund.

The contribution of the employer shall be used solely and exclusively for financing a training program for apprentice and journeyman employees on such terms and in such manner as the Trustees in the exercise of their sole discretion may determine. No part of the Trust shall ever be used for any purpose other than the purposes stated in the Trust Agreement.

**ARTICLE XI
Health and Welfare**

Subject to the provisions hereof, each individual Contractor covered by this Agreement will contribute the sum of four dollars and twenty-five cents (\$4.25) per hour for each hour worked by Carpenters and Carpenter Apprentices* employed by such individual Contractor under said Agreement to the Carpenters & Millwrights of Houston & Vicinity Health and Welfare Fund. *NOTE: This contribution does not apply to Pre-Apprentice classification.

A copy of the Agreement and Declarations of Trust, together with all amendments thereto, shall be considered as part of this Agreement as though set forth here at length.

**ARTICLE XII
Pension**

Subject to the provisions hereof, each individual Contractor covered by this Agreement will contribute the sum of one dollar & fifty cents (\$1.50) per hour for each hour worked by Carpenter and Carpenter Apprentices* employed by such individual Contractor under said Agreement to the Carpenters & Millwrights of Houston & Vicinity Pension Fund. *NOTE: This contribution does not apply to Pre-Apprentice classification.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL UNION #551 HOUSTON AND VICINITY**

A copy of the Agreement and Declaration of Trust, together with all amendments thereto, shall be considered as part of this Agreement as though set forth here at length.

The parties agree to modify the Carpenters & Millwrights of Houston & Vicinity Pension Trust Agreement to include implementation and participation in the United Brotherhood of Carpenters and Joiners of America International Reciprocal Agreement for Carpenters Pension Funds "money follows the man" portion of the Fund (i.e., "EXHIBIT B, ARTICLE - TRANSFER OF FUNDS"). The parties further agree that the Trustees of the Carpenters & Millwrights of Houston & Vicinity Pension Trust Fund shall be responsible for establishing the parameters in regard to the manner in which said implementation and participation becomes effective.

**ARTICLE XIII
Working Dues Check Off**

Effective the first day of the first full payroll period beginning on or after April 1, 2003, the Contractor shall deduct a Working Dues Check Off in the amount of four percent (4%) from gross wages, provided the Contractor has received the employee's signed withholding authorization form.

**ARTICLE XIV
Qualifying Intent**

It is not the intention of either party to violate any State or Federal Law and all Language used in this Agreement where susceptible of more than one meaning, shall be interpreted in a manner consistent with law. If any clause, sentence or Article shall be interpreted as being contrary to law, such clause, sentence or Article is automatically eliminated and the remainder of the Agreement shall continue in full force and effect. Further, as used in this Agreement, the masculine gender shall be deemed to include the feminine.

**ARTICLE XV
Duration**

Section 1: This Agreement when executed shall be deemed to define wages, hours, rates of pay, working rules and other conditions of employment, and no new or additional issues shall be the subject of negotiation during the term of this Agreement.

Section 2: This Agreement shall be effective as of April 1, 2005 and shall continue in full force and effect until midnight, March 31, 2006. This Agreement shall be automatically renewed from year to year thereafter unless either party to this Agreement shall give at least sixty (60) days written notice to the other of its desire to terminate, modify or change this Agreement prior to March 31, 2006. It is also agreed that negotiations shall commence not later than thirty (30) days after the date such notice is given.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL UNION #551 HOUSTON AND VICINITY**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of April, 2005.

TEXAS CARPENTERS & MILLWRIGHTS
REGIONAL COUNCIL REPRESENTING ITS
AFFILIATED LOCAL UNION, CARPENTERS
LOCAL UNION NO. 551, HOUSTON & VICINITY

BY: _____
JOHN BELL

HOUSTON CHAPTER, ASSOCIATED
GENERAL CONTRACTORS OF AMERICA, INC.

BY: _____
PATRICK J. KILEY

BY: _____
JERRY NEVLUD

CONSTRUCTION EMPLOYERS' ASSOCIATION
OF TEXAS

BY: _____
JOE BYRD, JR.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL UNION #551 HOUSTON AND VICINITY**

WORKING CONDITIONS

Section 1: Hours of Work

(a) The standard work day shall be an established consecutive eight (8) hour period between the hours of 6:30 a.m. and 4:30 p.m., exclusive of a thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. Starting time will be designated by the Employer and the Union will be advised of the starting time. Subject to the overtime provisions in Section 2 below, the Contractors may schedule daily work or make-up days.

(b) At the option of the Employer the standard work day shall be an established consecutive ten (10) hour period between the hours of 6:30 a.m. and 6:30 p.m., exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. Subject to the overtime provisions in Section 2 below, the Contractors may schedule daily work or make-up days.

(c) If a second 4 - 10 hour shift is established, the shift differentials of the Agreement shall apply in addition to the above provision.

(d) The 2, 4, and 8-hour provisions as stated in the individual Craft Agreements with AGC/CEA shall apply to the projects scheduled 4 - 10 hour days per week.

(e) On any jobsite where, it is in the best interest of Union and Contractor, the starting and quitting time for any day and/or week shift may be changed when acceptable to both parties.

Section 2: Overtime

Overtime shall be paid at the rate of time and one-half (1-1/2) after ten (10) hours in a work day and forty (40) hours in a work week; however, all time on Sunday and holidays shall be paid at the rate of double time. 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.

NOTE 1: Ten (10) hours per day may be worked without overtime when job conditions warrant, such as the make-up of a rain out or for scheduling purposes. However, it is understood that no employee will be denied the opportunity to complete a normal workweek, weather permitting.

NOTE 2: In a holiday week, if a Saturday is worked, and there has been no other day missed, then, the Saturday should be paid at time and one-half (1-1/2).

Section 3: Payday

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REPRESENTING CARPENTERS LOCAL UNION #551 HOUSTON AND VICINITY**

- (a) Wages shall be due and payable during working hours each Friday, not later than 4:30 p.m. Should Friday be one of the Holidays mentioned hereinafter, wages shall be payable not later than Thursday, 4:30 p.m. Not more than five (5) days wages shall be held back unless other arrangements have been made.
- (b) In the event Contractor fails to pay men as specified, he shall be charged waiting time at time and one-half (1-1/2) and no work shall be performed until men are paid in full.
- (c) Any mistakes occurring the pay check, whether it be favorable or unfavorable to an employee, must be brought to the attention of the Business Representative by the Employee or the Contractor no later than the close of the next work day. Failure to do so will remove the Union from responsibility of trying to adjust.

Section 4: Pay Checks

All wages shall be payable in lawful currency enclosed in envelopes, or payroll checks showing the name of the employee, hours worked, in the amount due and withholding tax, social security deductions and working dues deductions.

Section 5: Severance Pay

- (a) If a Carpenter is discharged, all accrued wages shall be due and payable immediately.
- (b) Thirty (30) minutes notice shall be given Carpenters prior to termination.

Section 6: Holidays

Legal Holidays shall be those agreed between Texas Carpenters & Millwrights Regional Council representing its affiliated Union, Local Union No. 551 (Houston and vicinity) and Contractors, namely, New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day. Should any of these Holidays fall on Sunday, the following day, Monday, shall be observed. Any work performed on these Holidays shall be paid for at customary overtime rates.

Section 7: Reporting Time

A Carpenter employed or engaged, reporting to his employer on the job before work time and not permitted to go to work, weather permitting, shall receive four (4) hours' pay. If Carpenters are required to work in the rain to building rain shelters for other craftsmen, they shall receive a minimum of four (4) hours' pay.

Section 8: Shift Work

- (a) Shift work may be performed at the option of the Employer and may begin with the first, or day shift, on any day of the week, but having once begun it must continue for five (5) consecutive work days, including all shifts on the fifth day, for the eight (8) hour shifts schedule; four (4) consecutive work days, including all shifts on the fourth day, for the ten (10) hour shifts schedule; three (3) consecutive work days, including all shifts on the third day, for

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL UNION #551 HOUSTON AND VICINITY**

the twelve (12) hour shifts schedule. The determination of consecutive days shall not include Saturday, Sundays or Holidays, unless worked.

(b) Shift work for less than required consecutive work days may be established by mutual agreement between the Union and Employer at a timely pre-job conference.

(c) In the event the Contractor fails to work the job the required consecutive work days, unless Agreement has been reached in a pre-job conference, the employees working any shift other than the day shift shall be entitled to overtime rate.

(d) "Typical Shift Work" Schedules A, B, C and D are attached hereto and made a part of this Agreement. Shifts shall be worked and paid for as shown in Schedules A, B, C and D. To meet the needs of a specific job, it may become necessary to change the 6:30-8:00 o'clock starting time. This may be done by mutual agreement between the Union and Employer at a timely pre-job conference. In this case the entire schedule will be moved forward a like amount of time and all the principles regarding straight time and premium pay for time worked as outlined in the schedules shall apply.

It may also be necessary to work two (2) nine (9) hour, or two (2) eleven (11) hour shifts in each twenty-four hour period. When this occurs the "end of shift" as outlined in Schedule "B" will be changed.

(e) It is agreed that when such shifts are set up no employees will be required to work more than ten (10) hours at a straight time rate of pay in any one shift, in one twenty-four (24) hour period.

(f) Employees working any shift other than the day shift shall receive pay for the actual hours worked at the rate of 15% over and above the basic hourly rate.

**TYPICAL SHIFT WORK
SCHEDULE A
TWO TWELVE HOUR SHIFTS**

FIRST SHIFT:

From 8:00 a.m. to 12:00 Noon 4 hours at straight time rate

Lunch period, employee furnished on employee's time

From 12:30 p.m. to 4:30 p.m. 4 hours at straight time rate

During this period, employees to be furnished a meal and ½ hour on company time to eat.

To 8:00 p.m., end of shift 3-1/2 hours at 1-1/2 time plus 15%

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REPRESENTING CARPENTERS LOCAL UNION #551 HOUSTON AND VICINITY**

SECOND SHIFT:

From 8:00 p.m. to 12:00 Midnight 4 hours at straight time rate plus 15%

Lunch period, employee furnished on employee's time

From 12:30 a.m. to 4:30 a.m. 4 hours at straight time rate plus 15%

During this period employees to be furnished a meal and ½ hour on company time to eat.

To 8:00 a.m., end of shift 3-1/2 hours at 1-1/2 time plus 15%

**TYPICAL SHIFT WORK
SCHEDULE B
TWO TEN HOUR SHIFTS**

FIRST SHIFT:

From 8:00 a.m. to 12:00 Noon 4 hours at straight time rate

Lunch period, employee furnished on employee's time

From 12:30 p.m. to 4:30 p.m. 4 hours at straight time rate

From 4:30 p.m. to 6:30 p.m., end of shift 2 hours at 1-1/2 time rate

SECOND SHIFT:

From 8:00 p.m. to 12:00 Midnight 4 hours a straight time rate plus 15%

Lunch period, employee furnished on employee's time

From 12:30 a.m. to 4:30 a.m. 4 hours at straight time rate plus 15%

From 4:30 a.m. to 6:30 a.m., end of shift 2 hours at 1-1/2 time rate plus 15%

**TYPICAL SHIFT WORK
SCHEDULE C
THREE EIGHT HOUR SHIFTS**

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL UNION #551 HOUSTON AND VICINITY**

FIRST SHIFT:

From 8:00 a.m. to 12:00 Noon 4 hours at straight time rate

Lunch period, employee furnished on employee's time

From 12:30 p.m. to 4:30 p.m. 4 hours at straight time rate

SECOND SHIFT:

From 4:30 p.m. to 8:30 p.m. 4 hours at straight time rate plus 15%

Lunch period, employee furnished on employee's time

From 9:00 p.m. to 12:00 a.m., end of shift 3-1/2 hours at straight time rate plus 15%

THIRD SHIFT:

From 12:30 a.m. to 4:30 a.m. 4 hours at straight time rate plus 15%

Lunch period, employee furnished on employer's time

From 4:30 a.m. to 8:00 a.m., end of shift 3-1/2 hours at straight time rate plus 15%

**TYPICAL SHIFT WORK
SCHEDULE D
TWO EIGHT HOUR SHIFTS**

FIRST SHIFT:

From 8:00 a.m. to 12:00 Noon 4 hours straight time rate

Lunch period, employee furnished on employee's time

From 12:30 p.m. to 4:30 p.m. 4 hours at straight time rate

SECOND SHIFT:

From 5:00 p.m. to 9:00 p.m. 4 hours at straight time rate plus 15%

Lunch period, employee furnished on employee's time

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL UNION #551 HOUSTON AND VICINITY**

From 9:30 p.m. to 1:30 a.m., end of shift

4 hours at straight time rate plus 15%

When checking system is used on a job, Carpenters shall not be required to check in or out more than once a day on their own time. Sufficient time will be given Carpenters to put up tools prior to quitting time. Carpenters shall check in on their own time and check out on company time.

Section 9: Foreman

- (a) Every job that employs two (2) or more Carpenters, one (1) must be designated as foreman and receive foreman's pay.
- (b) Carpenters shall not be required to take orders from any person except Carpenter foreman in charge of work. Work may be changed by the general foreman, assistant superintendent or superintendent when, in their opinion, such action is necessary. The Carpenter foreman shall then be notified and orders pertinent to the resumption of work shall be given by him.

Section 10: Stewards

- (a) A steward shall be selected on each job by the Business Representative. The steward or his appointee shall be on the job during all working hours when carpenter work is being performed on the job. The Contractor's Superintendent on the job must give the Business Representative eight (8) working hours' notice prior to discharging a steward. The steward shall confine his steward's activities to the job of the Contractor on which he is employed.
- (b) A steward shall represent the Carpenters and perform his duties without loss of regular pay.
- (c) No steward shall be removed or discharged for carrying out his duties.
- (d) The steward shall at all times be courteous and polite to the contractor, owner and Carpenters, and shall perform his duties in a gentlemanly and businesslike manner, without causing loss of time to Carpenters or himself. The contractor shall allow the steward a reasonable time to attend to these duties, when it becomes necessary for him to do so. This steward shall have the right to call the business agent to his place of work when he deems it necessary.
- (e) In case of accident or sickness on the job the steward shall gather such evidence as may be useful to the injured Carpenter and notify the local union at once. He shall also see to it that the injured Carpenter receives medical attention, remove him to his house or hospital and gather and take care of his tools.
- (f) A steward cannot be discharged for enforcing working rules as prescribed in this Agreement.

Section 11: Business Representative

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL UNION #551 HOUSTON AND VICINITY**

Business representative must be admitted on all jobs when Carpenters subject to this Agreement are employed when he deems it necessary.

Section 12: **Apprentices**

(a) Apprentices or Trainees shall be governed in accordance with Carpenters, Millwrights and Pile Drivers Joint Apprenticeship Committee of Houston and Vicinity representing Associated General Contractors, Inc., Houston Chapter; Construction Employers' Association of Texas; and, the Texas Carpenters & Millwrights Regional Council, representing its affiliated Union, Local No. 551 (Houston and vicinity) as registered by the Bureau of Apprenticeship and Training, United States Department of Labor on May 27, 1964 and as amended since that date.

(b) Apprentice cards must be stamped as follows: Pre-Apprentice, first period, second period, third period, fourth period, fifth period, sixth period, seventh period or eighth period.

(c) Apprentice ratio to Journeyman shall be not less than 20% nor more than 30%.

(d) Pre-Apprentices: After an employer employs 2 carpenter employees, the employer shall be entitled to hire one pre-apprentice and one additional pre-apprentice for each nine carpenter employees employed thereafter at the jobsite by the employer.

Section 13: **Protective Clothing**

(a) Employees required to perform work which would result in damage to clothes or shoes by chemical action shall be furnished suitable protective clothing by the contractor, and where such protective clothing or equipment furnished by the contractor is not suitable, then contractor shall furnish overalls to such employees. Failure to return such clothing or shoes at the end of the shift or day may result in disciplinary action.

(b) Contractors to provide safety equipment required by contractors to be worn on job.

(c) Contractors to furnish welder's gloves when needed.

(d) Contractors to furnish protective welding equipment when needed.

Section 14: **General Conditions and Provisions**

(a) Out of every four (4) carpenters employed by contractor, one (1) shall be over fifty (50) years of age.

(b) Under no conditions shall any carpenter be required to stand physical examination to obtain or hold a job, except carpenters applying for maintenance jobs. This to apply to maintenance men only.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING CARPENTERS LOCAL UNION #551 HOUSTON AND VICINITY**

- (c) Workmen shall be at their place of work at the starting time and shall remain at place of work performing their assigned functions under the supervision of the employer until the quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage. On all buildings three or more stories high, the Contractor must furnish elevator to carry men to their floors or carpenters shall remain on ground until starting time.
- (d) No carpenter shall be required to furnish an iron mitre box, iron clamps or power tools. Contractors must furnish all carpenter's chalk and crayon, and a "tubloc" wrench (a special scaffold wrench).
- (e) Each individual carpenter shall be allowed to sharpen his own handsaw on company time; contractor to furnish files.
- (f) Contractors shall furnish a tool and dressing room large enough to accommodate all carpenters on job. In no case shall same be used for any other purpose.
- (g) Ice water in clean vessels and sanitary drinking cups shall be furnished at all times by the Contractor.
- (h) Carpenters working in excess of two hours of unscheduled overtime past the regular quitting time of day or shift shall be furnished a meal on company time and at company expense and each additional four (4) hour period thereafter. Carpenters working in excess of two hours of scheduled overtime past the regular quitting time of day or shift shall furnish their own meal and shall eat on company time and each additional four (4) hour period thereafter. In lieu of the meal if the Company and Carpenters agree, the Company shall pay the Carpenters \$7.50 for the meal plus one-half hour pay at the applicable rate (straight time or overtime) when the meal should have been furnished.
- (i) Toilets kept clean and sanitary shall be furnished for all Carpenters on the job.
- (j) Contractors will be responsible for carpenter tools in case of forced entry to a tool shed, burglary or fire, up to a maximum liability of six hundred dollars (\$600.00) per carpenter. Employees will furnish an inventory of tools being brought to the job which will be verified by project supervision. Employees must furnish a sworn affidavit as proof of loss.
- (k) Organized coffee breaks shall not be tolerated although there is no objection to an employee bringing his coffee bottle to his place of work and consuming coffee when his work permits.
- (l) Absenteeism and tardiness are costly and disruptive and shall not be tolerated. If any employee is discharged for being absent or late for work, his pay shall not be due at the time of discharge but shall be due on regular payday.
- (m) The selection of craft foreman and general foreman shall be entirely the responsibility of the employer, it being understood that in the selection of such foreman the employer will give primary consideration to the qualified men available in the local area. After giving such consideration the employer may select such men from other areas. Foreman and general foremen shall take orders from individuals designated by the employer.
- (n) Cutting torches and welding devices and chain falls are tools of the trade having jurisdiction over the work being performed.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING LOCAL #551 (HOUSTON AND VICINITY)**

- (o) There shall be no limit on production by workmen or restrictions on the full use of equipment.
- (p) Slowdowns, standby crews and feather bedding practices will not be tolerated.
- (q) A steward shall be a qualified workman performing work on this craft and shall exercise no supervisory functions. There shall be no non-working stewards.
- (r) The Union agrees that when Contractors request workmen, it will exert every effort to supply skilled workers within 48 hours.
- (s) Where unusual circumstances demand overtime, such overtime will be kept at a minimum.
- (t) It is in the best interest of all to promote an alcohol and drug free working environment. Drug testing policies mutually developed by the Contractor and the Union will be implemented. Owner mandated drug policies will be followed by the Contractors and the Union.
- (u) *In the event that a Contractor requires a pre-hire Drug/Alcohol Test, which meets federal guidelines, and the Union member who is referred by the Union fails said test, the Contractor shall have no obligation to pay for that person's testing time.*

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING LOCAL #551 (HOUSTON AND VICINITY)**

**AMENDMENT TO AGREEMENT
(MARKET RECOVERY RATES FOR USE ON LIGHT COMMERCIAL AND INDUSTRIAL PROJECTS)**

The Houston Chapter Associated General Contractors of America, Inc. and the Construction Employers' Association of Texas, hereinafter referred to as "CONTRACTORS",

and

The Texas Carpenters & Millrights Regional Council representing its affiliated Union, Carpenters Local Union No. 551 of Houston and vicinity, hereinafter referred to as "UNION", hereby agree that the Agreement between the parties executed on April 1, 2005 shall be amended April 1, 2005, to add the following:

WAGES & CLASSIFICATIONS

ARTICLE VIII, Wages and Classifications, Section 2, is amended to add the following:

Section 2: Effective the first day of the first full payroll period beginning on or **April 1, 2005**, not less than the following regular hourly rates shall apply to **Market Recovery Rates for Light Commercial jobs**.

MARKET RECOVERY RATES FOR LIGHT COMMERCIAL

(Definition of Market Recovery Rates for Light Commercial Projects: Schools, retail shopping centers excluding malls [except trim and fixture work], industrial office and warehouse parks, treatment plants, tenant finish work not part of the original bid for construction of the building*, and City of Houston architectural work, except wage-rate jobs which carry higher rates, such as Davis-Bacon projects.)

	<u>April 1, 2005</u>
Carpenter, Foreman	\$15.06
Carpenter, Journeyman	13.81

* Contractors will consult with the Union prior to using the **Market Recovery Rates** on tenant finish work not part of the original bid for construction of the building. Mutual agreement to use this rate on tenant finish work is required.

ARTICLE VIII, Wages and Classification, Section 3, is amended to add the following language:

MARKET RECOVERY RATES FOR INDUSTRIAL

* **A Special Market Recovery Rate for Industrial Projects** is to be used only in plants that have been lost to Open Shop Contractors. This rate is not applicable in plants where the Carpenters already have a presence.

** In addition, there will be a **Special Rate between Commercial and Light Commercial Wage Rates** available to AGC and CEA Contractors for **New Construction at NASA**.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING LOCAL #551 (HOUSTON AND VICINITY)**

***** NOTE:** The Contractors and the Local's Business Agent will establish the rates on a project-by-project basis by mutual agreement, and applies to Industrial work **initiated or bid after April 1, 2005.**

OTHER SPECIAL WORKING CONDITIONS

The parties agree to the following other special Working Conditions:

WORKING CONDITIONS, Section 12: Apprentices, is amended to add Section 12 (e), which shall read as follows:

Section 12 (e): *On Light Commercial Projects, Apprentices may be used beyond normal ratios.*

WORKING CONDITIONS, Section 14: General Conditions and Provisions, is amended to add Section 14 (v), which shall read as follows:

Section 14 (v): Particularly with respect to Light Commercial Projects, it is agreed that there will be special cooperation and teamwork, particularly in maintaining a drug-free jobsite, implementing productivity improvements, and quickly resolving any jobsite problems.

All other terms and conditions in the base contract dated April 1, 2005, including, but not limited to, Article IX, Apprentice and Training; Article X Carpenters International Training Fund; Article XI, Health and Welfare; and Article XII, Pension (totaling \$5.93/hour* effective the first full payroll on or after April 1, 2005); Article XIII, Working Dues Check Off; and, Overtime Provision apply to Market Recovery Rates. ***NOTE:** Pre-Apprentices will not receive Pension or Health and Welfare contributions. Pre-Apprentices will receive only Apprentice and Training Contributions of 14¢ per hour and Carpenters International Training Fund contributions of 4¢ per hour, or a total Apprentice & Training contribution of 18¢ per hour.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement on the ___ day of April, 2005.

TEXAS CARPENTERS & MILLWRIGHTS REGIONAL
COUNCIL, REPRESENTING ITS AFFILIATED LOCAL
UNION, LOCAL UNION NO. NO. 551, HOUSTON
AND VICINITY

HOUSTON CHAPTER, ASSOCIATED
GENERAL CONTRACTORS
OF AMERICA, INC.

BY: _____
Patrick J. Kiley

BY: _____
John Bell

BY: _____
Jerry Nevlud

CONSTRUCTION EMPLOYERS' ASSOCIATION
OF TEXAS

BY: _____
Joe Byrd, Jr.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING LOCAL #551 (HOUSTON AND VICINITY)**

SIDE LETTER AGREEMENT BETWEEN

The Houston Chapter Associated General Contractors of America, Inc. and the Construction Employers' Association of Texas, hereinafter referred to as "CONTRACTORS",

and

The Texas Carpenters & Millwrights Regional Council representing its affiliated Union Carpenters Local Union No. 551 of Houston and vicinity, hereinafter referred to as "UNION".

Contemporaneously with the signing of the Agreement extending the terms of the basic bargaining Agreement to March 31, 2006 and notwithstanding any language in the bargaining contract or amendments, the parties hereby agree to evaluate worker educational programs as provided through this Agreement in order to assess the industry needs of the future due to every changing technological advancements in industry-related equipment and installation procedures, and to insure that other facets of the industry relevant to health/safety at the jobsite and other industry-related issues are addressed on an ongoing basis. The parties further agree to the formation of a Joint Labor/Management Committee that will meet on a quarterly basis to discuss and offer direction as to what will advance the industry both economically and productively.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Side Letter Agreement on this ____ day of April, 2005.

TEXAS CARPENTERS & MILLWRIGHTS
REGIONAL COUNCIL, REPRESENTING ITS
AFFILIATED LOCAL UNION, LOCAL#551,
HOUSTON AND VICINITY

HOUSTON CHAPTER, ASSOCIATED
GENERAL CONTRACTORS
OF AMERICA, INC.

BY: _____
Patrick J. Kiley

BY: _____
John Bell

BY: _____
Jerry Nevlud

CONSTRUCTION EMPLOYERS'
ASSOCIATION OF TEXAS

BY: _____
Joe Byrd, Jr.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING LOCAL #551 (HOUSTON AND VICINITY)**

SIDE MEMO OF UNDERSTANDING BETWEEN

The Houston Chapter Associated General Contractors of America, Inc. and the Construction Employers' Association of Texas, hereinafter referred to as "CONTRACTORS",

and

The Texas Carpenters & Millwrights Regional Council representing its Affiliated Local Union, Carpenters Local Union No. 551 of Houston and vicinity, hereinafter referred to as "UNION".

Contemporaneously with the signing of the Agreement extending the terms of the basic bargaining Agreement to March 31, 2006 and notwithstanding any language in the bargaining contract, it is understood that when interpreting **ARTICLE VIII, Wages and Classifications, Section 3: Industrial Rates**, the parties agree to the following:

INDUSTRIAL RATES

NOTE: Industrial Rates are subject to the following conditions and clarifications:

All civil and architectural building work within industrial plants shall use the "Commercial Rate".

Where AGC and CEA Contractors are bidding against Open Shop Contractors, the Carpenters will discuss the possibility of using lower rates.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Side Memo Of Understanding on this ____ day of April, 2005.

TEXAS CARPENTERS & MILLWRIGHTS
REGIONAL COUNCIL, REPRESENTING
ITS AFFILIATED LOCAL UNION,
LOCAL 551 HOUSTON, TEXAS
AND VICINITY

BY: _____
John Bell

HOUSTON CHAPTER,
ASSOCIATED GENERAL CONTRACTORS OF
AMERICA, INC.

BY: _____
Patrick J. Kiley

BY: _____
Jerry Nevlud

CONSTRUCTION EMPLOYERS' ASSOCIATION
OF TEXAS

BY: _____
Joe Byrd, Jr.

**TEXAS CARPENTERS & MILLWRIGHTS REGIONAL COUNCIL
REPRESENTING LOCAL #551 (HOUSTON AND VICINITY)**

SIDE MEMO OF UNDERSTANDING BETWEEN

The Houston Chapter Associated General Contractors of America, Inc. and the Construction Employers' Association of Texas, hereinafter referred to as "CONTRACTORS",

and

The Texas Carpenters & Millwrights Regional Council representing its Affiliated Local Union, Carpenters Local Union No. 551 of Houston and vicinity, hereinafter referred to as "UNION".

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TEXAS CARPENTERS & MILLWRIGHTS
REGIONAL COUNCIL, REPRESENTING
ITS AFFILIATED LOCAL UNION,
LOCAL 551 HOUSTON, TEXAS
AND VICINITY

BY: _____
John Bell

HOUSTON CHAPTER,
ASSOCIATED GENERAL CONTRACTORS OF
AMERICA, INC.

BY: _____
Patrick J. Kiley

BY: _____
Jerry Nevlud

CONSTRUCTION EMPLOYERS' ASSOCIATION
OF TEXAS

BY: _____
Joe Byrd, Jr.