



Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Houston Chapter, Associated General Contractors of America, Inc., Construction Employers Association of Texas and International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers (BSOIW), AFL-CIO, Local 84 (2005)**

K#: **8735**

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

Location: **TX Houston**

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

Local: **84**

SIC: **1540**

NAICS: **23622**

Sector: **P**

Number of Workers: **1000**

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

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

Number of Pages: **26**

Other Years Available: **Y**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

**IRONWORKERS LOCAL UNION #84
(HOUSTON & 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 job site 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 makeup of a rain out or for scheduling purposes. However, it is understood that no employee will be denied the opportunity to complete a normal work week, 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).

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

Section 3: Payday

(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 employees as specified, he shall be charged waiting time at time and one-half (1-1/2) and no work shall be performed until employees are paid in full.

(c) Any mistakes occurring on 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 and social security deductions.

Section 5: Severance Pay

(a) If an IronWorker is discharged, all accrued wages shall be due and payable immediately.

(b) Thirty (30) minutes notice shall be give IronWorkers prior to termination.

Section 6: Holidays

Legal Holidays shall be those agree between IronWorkers Local Union #84 of Houston and Vicinity and Contractors; namely, New Years 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

An IronWorker 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 Iron Workers are required to work in the rain, they shall receive a minimum of four (4) hours pay.

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

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 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 prejob conference.

(c) In the event the Contractor fails to work the job the required consecutive work days, unless Agreement has been reached in a prejob 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 prejob 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 10% over and above the basic hourly rate.

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

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 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 10%

SECOND SHIFT:

From 8:00 p.m. to 12:00 Midnight 4 hours at straight time rate plus 10%

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 10%

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 10%

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

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 10%

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 10%

From 4:30 a.m. to 6:30 a.m., end of shift 2 hours at 1-1/2 time rate plus 10%

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

TYPICAL SHIFT WORK

**SCHEDULE C
THREE EIGHT 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., end of shift 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 10%

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 10%

THIRD SHIFT:

From 12:30 a.m. to 4:30 a.m. 4 hours at straight time rate plus 10%

Lunch period, employee furnished on employee's time

From 4:30 a.m. to 8:00 a.m., end of shift 3-1/2 hours at straight time rate plus 10%

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

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 IronWorker 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 IronWorkers 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 IronWorkers, and shall perform his duties in a gentlemanly and businesslike manner, without causing loss of time to IronWorkers 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 IronWorker and notify the Local Union at once. He shall also see to it that the injured IronWorker 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

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

Section 12: Apprentices

- (a) Apprentices shall be governed in accordance with IronWorkers Statewide Apprentice Program, Joint Apprenticeship Committee of Houston and Vicinity representing Associated General Contractors, Inc., Houston Chapter, Construction Employers Association of Texas; and the IronWorkers Local Union #84 of Houston and Vicinity as registered by the Bureau of Apprenticeship and Training, United States Department of Labor.
- (b) Apprentice ratio to Journeyman shall as specified in the Apprenticeship Standards.

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

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 ever four (4) IronWorkers employed by contractor, one (1) shall be over fifty (50) years of age.
- (b) Under no conditions shall any IronWorker be required to stand physical examination to obtain or hold a job, except IronWorkers applying for maintenance jobs. This to apply to maintenance men only.
- (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.
- (d) Contractors shall furnish a tool and dressing room large enough to accommodate all IronWorkers on job. In no case shall same be used for any other purpose.
- (e) Ice water in clean vessels and sanitary drinking cups shall be furnished at all times by the Contractor.
- (f) IronWorkers 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. IronWorkers 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 IronWorkers agree, the Company shall pay the IronWorkers \$6.00 for the meal plus one-half pay at the applicable rate (straight time or overtime) when the meal should have been furnished.
- (g) Toilets kept clean and sanitary shall be furnished for all IronWorkers on the job.
- (h) Contractors will be responsible for IronWorker tools in case of forced entry to a tool shed, burglary or fire, up to a maximum liability of three hundred dollars (\$300.00) per IronWorker. Employees will furnish an inventory of tools being brought to the job which will be verified by project supervision. Employees must furnish a sworn

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

affidavit as proof of loss.

(I) 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.

(j) 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.

(k) 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 area. Foreman and general foremen shall take orders from individuals designated by the employer.

(l) Cutting torches and welding devices and chain falls are tools of the trade having jurisdiction over the work being performed.

(m) There shall be no limit on production by workmen or restriction on the full use of equipment.

(n) Slowdowns, standby crews and feather bedding practices will not be tolerated.

~~(o) 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.~~

(p) The Union agrees that when Contractors request workmen, it will exert every effort to supply skilled workers within 48 hours.

(q) Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

(r) 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.

**IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS**

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 Ironworkers Local Union #84 of Houston and Vicinity, hereinafter referred to as "UNION".

**ARTICLE I
Recognition**

Contractors recognize the Union as Bargaining Agent for all Ironworkers and Ironworkers 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 Ironworkers Local Union #84 of Houston and Vicinity at this time is recognized by The Building and Trades Department of the AFL-CIO.

Section 2: Contractors recognize that there are subcontracting firms that have bargaining contracts with the Union. The Union agrees to furnish all signatory general contractors with current lists of those subcontracting firms. The signatory contractors agree to include the subcontractor firms on those lists when they are soliciting subcontracting prices to use in the preparation of their general contract bids to the Owner and to award the subcontract to those firms when they do in fact provide the lowest responsible bid to the contractor and are, in the opinion of the contractor, qualified to perform the size and type of work to be subcontracted.

**IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS**

When Union subcontractors indicate they intend to submit sub-bids, general contractors will review with those Union subcontractors the provisions of the new bargaining contract and encourage those subcontractors to base their sub-bids on the new competitive provisions. When an open shop subcontractor submits the low responsible sub-bid, the general contractor will endeavor to arrange a meeting between the subcontractor and the Union to discuss the new competitive provisions in the bargaining contract.

Section 3: 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 Bylaws of the Ironworkers Local Union #84 or any Local Union, shall be considered a part of this Agreement, nor used in the interpretation thereof.

**ARTICLE IV
Territorial Jurisdiction**

The territory covered by this Agreement shall be the territorial jurisdiction of Local #84 which extends halfway to the nearest outside Local Union of the International Association of Bridge, Structural and Ornamental Ironworkers which includes all of the following counties: Harris, Fort Bend, Wharton, Waller, Montgomery, Grimes, Walker, Madison, and parts of the following counties: Galveston, Chambers, Liberty, San Jacinto, Polk, Trinity, Houston, Leon, Roberts, Brazos, Burlison, Washington, Austin, Colorado, Lavaca, Jackson, Matagorda, and Brazoria.

**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.

**IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS**

Section 2: It is agreed that the Joint Board of Interpretation shall be composed of two (2) representatives of the Ironworkers and two (2) representatives from 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 work recognized as such by the Building and Construction Trades Council, AFL-CIO.

It is understood and agreed that employers party to this Agreement shall not sign a stipulation to be bound by the terms of this 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 executive 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. Any such mutually agreed upon procedure shall include all of the unions involved in the dispute and the Employers. The initial steps in such a mutually agreed upon procedure shall include:

A meeting at the jobsite between the business agents of the Union 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 meeting shall consider (a) Decision 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 within the work by reason of jurisdictional dispute.

**IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS**

**ARTICLE VIII
Wages and Classifications**

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

The Employer may employ on one piece of work as many Foreman or pushers as in his judgment are necessary for safe, expeditious and economical handling of the same.

General Foreman: The Employer, at his option, may employ an Ironworker to act as General Foreman who shall receive a General Foreman's wage to be not less than \$2.25 above Journeyman scale.

Project Foreman: The Employer, at his option, may employ an Ironworker to act as Project Foreman who shall receive a Superintendent's wage to be not less than \$3.00 above Journeyman scale.

**IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS**

Section 1: Effective the first day of the first full payroll period beginning on or after the effective dates indicated, not less than the following hourly rates shall apply to:

COMMERCIAL RATES
(Commercial Rates Apply To Most Traditional Building Work)

	Effective		
	<u>Jan. 1, 2004</u>	<u>May 9, 2004</u>	<u>April 1, 2005</u>
IRONWORKER, Journeyman	\$17.65	\$18.15	\$18.65
Health Benefit	2.90	2.90	2.90
Pension (Defined Benefit)	1.00	1.00	1.00
Pension (Defined Contribution)	.50	.50	.50
Apprenticeship & Training	.20	.20	.20
Vacation Fund	.55	.55	.55
IMPACT Fund	1%	1%*	1%*

IRONWORKER, Foreman \$1.25 above Journeyman
 IRONWORKER, General Foreman: \$2.25 above Journeyman
 IRONWORKER, Project Foreman: \$3.00 above Journeyman

***1% of Wage Scale listed in the current contract. Contributions to I.M.P.A.C.T. shall be based on hours worked. Contributions made for work performed at premium pay shall be based on the straight time rate.**

NOTE: The Contractors recognize the Union is the source of Apprentices in good standing with the Ironworkers Statewide Apprentice Program. Only Apprentices in good standing with the Ironworkers Statewide Apprentice Program are eligible for the Apprentices Rates listed below. (Nothing herein shall be construed to violate current Texas law.)

IRONWORKER, Apprentices:

1st period 65% of Journeyman Wage
 2nd period 70% of Journeyman Wage
 3rd period 75% of Journeyman Wage
 4th period 80% of Journeyman Wage
 5th period 85% of Journeyman Wage
 6th period 90% of Journeyman Wage
 + Health Ben. + Def. Cont. Pension + Appren. + Vacation + 1% I.M.P.A.C.T

Note: The Defined Benefit Pension contribution will not be paid on Apprentices.

**IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS**

Section 2: Effective the first day of the first full payroll period beginning on or after the effective dates indicated, not less than the following hourly rates shall apply to:

LIGHT COMMERCIAL RATES

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

	Effective		
	Jan. 1, 2004	<u>May 9, 2004</u>	<u>April 1, 2005</u>
IRONWORKER, Journeyman	\$16.03	\$16.03	\$16.47
Health Benefit	2.90	2.90	2.90
Pension (Defined Benefit)	1.00	1.00	1.00
Pension (Defined Contribution)	.50	.50	.50
Apprenticeship & Training	.20	.20	.20
Vacation Fund	.55	.55	.55
IMPACT Fund	1%	1%*	1%*

IRONWORKER, Foreman	\$1.25 above Journeyman
IRONWORKER, General Foreman:	\$2.25 above Journeyman
IRONWORKER, Project Foreman:	\$3.00 above Journeyman

***1% of Wage Scale listed in the current contract. Contributions to I.M.P.A.C.T. shall be based on hours worked. Contributions made for work performed at premium pay shall be based on the straight time rate.**

NOTE: The Contractors recognize the Union is the source of Apprentices in good standing with the Ironworkers Statewide Apprentice Program. Only Apprentices in good standing with the Ironworkers Statewide Apprentice Program are eligible for the Apprentices Rates listed below. (Nothing herein shall be construed to violate current Texas law.)

IRONWORKER, Apprentices:

1st period	65% of Journeyman Wage
2nd period	70% of Journeyman Wage
3rd period	75% of Journeyman Wage
4th period	80% of Journeyman Wage
5th period	85% of Journeyman Wage
6th period	90% of Journeyman Wage
+ Health Ben. + Def. Cont. Pension + Appren. + Vacation + 1% I.M.P.A.C.T	

Note: The Defined Benefit Pension contribution will not be paid on Apprentices.

IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS

NOTE: The Contractors recognize the Union is the source of Apprentices in good standing with the Ironworkers Statewide Apprentice Program. Only Apprentices in good standing with the Ironworkers Statewide Apprentice Program are eligible for the Apprentices Rates listed below. (Nothing herein shall be construed to violate current Texas law.)

IRONWORKER, Apprentices:

1st period	65% of Journeyman Wage
2nd period	70% of Journeyman Wage
3rd period	75% of Journeyman Wage
4th period	80% of Journeyman Wage
5th period	85% of Journeyman Wage
6th period	90% of Journeyman Wage

+ Health Ben. + Def. Cont. Pension + Appren. + Vacation + 1% I.M.P.A.C.T

Note: The Defined Benefit Pension contribution will not be paid on Apprentices.

Section 4: On any project where the public agency has predetermined 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 effective April 1, 2005 of five dollars and fifteen cents (\$5.15) plus I.M.P.A.C.T.

Section 5: The Union agrees that in the event it enters into any understanding, contract, or agreement with any other Employer engage 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, the same wages, hours and/or working conditions will be allowed to those employers covered by this Agreement to the same extent as those offered to those other employers. **The terms and conditions of the present Statewide Ironworkers Agreement are specifically excluded from this clause.**

Section 6: 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.

ARTICLE IX
Bonding

Prior to commencing work under this Agreement, each individual Employer that has not previously paid into an Ironworkers' Fringe Benefit Trust Fund, on a timely and correct basis, or any Employer that has not paid all Ironworkers' 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 on a bonding company acceptable to the Ironworkers' Pension and Health Benefit Funds Board of Trustees. The bond shall be posted immediately with the Administrators of the Trust Funds.

**IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS**

Any Employer not previously paying into an Ironworkers' Fringe Benefit Fund, may select, upon agreement with the Union, to pay fringe benefit contributions biweekly until the Employer achieves six months' experience as referred to above. Administrators 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 and the Management Trustees in the geographical area where the work is involved shall make the 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 by the Union that the Employer is delinquent and that they may not be credited for benefits.

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 who have signed the International Ironworkers Agreement and have posted a Fifty Thousand (\$50,000) bond with the International.

**ARTICLE X
Apprentice Training Contribution**

It is agreed that effective April 1, 2005 the contribution rate of twenty (.20¢) shall be paid into the Statewide Apprenticeship Program for each hour worked by each Ironworker or other labor covered by the terms of this Agreement and will continue for the duration of this Agreement; however, the District Council has the option to require the Employer to divert a part of wages into the Apprentice Training Fund by giving thirty (30) days' notice.

The contribution 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 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 at: Administrator, 9555 W. Sam Houston Pkwy., Suite 400, Houston, Texas 77099.

It is agreed that five cents (5¢) per hour paid into the training funds of each Local Union shall be designated for and paid into the jointly administered National Iron Workers and Employers Apprenticeship Training and Journeyman

**IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS**

Upgrading Fund, pursuant to the National Iron Workers and Employers Apprenticeship Training and Journeyman Upgrading Fund dated April 1, 1983. 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.

**ARTICLE XI
Health Benefit Contribution**

It is agreed effective the first full payroll period beginning on or after April 1, 2005 that the contribution rate of two dollars and ninety cents (\$2.90) shall be paid to the Texas Ironworkers' Health Benefit Fund for each hour worked by each Ironworker or other labor covered by the terms of this Agreement and will continue for the duration of this Agreement.

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

A copy of said Agreement and Declaration of Trust of the Ironworkers' 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 at Zenith Administrators, 9555 W. Sam Houston Pkwy, Suite 400, Houston, Texas 77099.

**ARTICLE XII
Pension Fund Contribution**

It is agreed that the contribution rate of one dollar and fifty cents (\$1.50) shall be paid to the Texas Ironworkers' Pension Fund for each hour worked by each Ironworker or other labor covered by the terms of this Agreement and will continue for the duration 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' notice.

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

A copy of said Agreement and Declaration of Trust of the Ironworkers 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 at Zenith Administrators, 9555 W. Sam Houston Pkwy, Suite 400, Houston, Texas 77099.

**ARTICLE XIII
Texas Iron Workers' Vacation Fund**

**IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS**

It is agreed that the contribution rate of fifty-five cents (.55¢) shall be paid to the Texas Iron Workers' Vacation Fund for each hour worked by each Ironworker or other labor covered by the terms of this Agreement and will continue for the duration of this Agreement.

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.

**ARTICLE XIV
I.M.P.A.C.T.
(Ironworkers-Management Progressive Action Cooperative Trust)**

It is agreed effective the first full payroll on or after June 1, 2003 the Employer any wage scale rate listed in current contract shall contribute an amount equal to one percent (1%) for each hour worked by each Ironworker or other labor covered by the terms of this Agreement to the Ironworkers-Management Progressive Action Cooperative Trust (I.M.P.A.C.T.), a jointly administered Cooperative Trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt organization under Section 501(c)(5) of the Internal Revenue Code and will continue for the duration of this Agreement. Tax exempt status determination was rendered under the initial name of the Trust, which was Employers Responsive Educational Cooperation Trust of North America. The general purposes of the Trust include the improvement and development of the Ironworking Industry through education, training, communication, cooperation and governmental lobbying and legislative initiatives.

Contributions to I.M.P.A.C.T. shall be based on hours worked. Contributions made for work performed at premium pay shall be based on the straight time rate.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the I.M.P.A.C.T. Trust Agreement as thought set forth in the Agreement herein at length. A copy of said Agreement and Declaration of Trust of the Ironworkers' I.M.P.A.C.T. Fund, together with all amendments thereto, shall be considered as part of this Agreement.

Copies of the Trust's Agreement and Declaration of Trust will be available upon written request submitted to the Board of Trustees at Zenith Administrators, 9555 W. Sam Houston Pkwy, Suite 400, Houston, Texas 77099.

**ARTICLE XV
Working Assessment Check-Off**

During the life of this Agreement, Employer agrees to deduct assessments in the amount of three percent (3%) of gross pay for each hour for which each Employee is paid wages from the weekly pay of each Employee, exclusive of Health Benefit, Pension, Apprentice Training and Vacation 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

**IRONWORKERS LOCAL UNION #84
HOUSTON, TEXAS**

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 authorization.

**ARTICLE XVI
Supplemental Dues Check-Off**

During the life of this Agreement, Employer agrees to deduct for supplemental dues the amount of twenty cents (20¢) per hour (IWDC of Texas Operating Account - five cents [5¢], IWDC of Texas General Fund – five cents [5¢], Working dues - ten cents [10¢]) for each hour worked, exclusive of Health Benefit, Pension, Apprentice Training, and Vacation 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 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 authorization.

**ARTICLE XVII
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 or 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.

**ARTICLE XVIII
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

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

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.

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

IRONWORKERS LOCAL UNION #84
OF HOUSTON AND VICINITY

BY: _____
ED VARGOCKO

HOUSTON CHAPTER,
ASSOCIATED GENERAL CONTRACTORS OF
AMERICA, INC.

BY: _____
BOB HIGGINS

BY: _____
JERRY NEVLUD

CONSTRUCTION EMPLOYERS' ASSOCIATION
OF TEXAS

BY: _____
JOE BYRD, JR.

**IRONWORKERS LOCAL UNION #84
(HOUSTON & 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 Ironworkers Local Union #84 of Houston, Texas 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 & Classifications, Section 2, is amended to add the following:

Section 2: Effective the first day of the first full payroll period beginning on or after the effective dates indicated, not less than the following 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, industrial office and warehouse parks, treatment plants, 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.)

	Effective <u>Jan. 1, 2004</u>	Effective <u>May 9, 2004</u>	Effective <u>April 1, 2005</u>
IRONWORKER, Journeyman	\$16.03	\$16.03	\$16.47
Health Benefit*	2.90	2.90	2.90
Pension (Defined Benefit)	1.00	1.00	1.00
Pension (Defined Contribution)	.50	.50	.50
Apprenticeship & Training	.20	.20	.20
Vacation Fund	.55	.55	.55
I.M.P.A.C.T. Fund	1%	1%	1%*

IRONWORKER, Foreman \$1.25 above Journeyman
 IRONWORKER, General Foreman: \$2.25 above Journeyman
 IRONWORKER, Project Foreman: \$3.00 above Journeyman

***1% of Wage Scale listed in the current contract. Contributions to I.M.P.A.C.T. shall be based on hours worked. Contributions made for work performed at premium pay shall be based on the straight time rate.**
 NOTE: The Contractors recognize the Union is the source of Apprentices in good standing with the Ironworkers

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

Statewide Apprentice Program. Only Apprentices in good standing with the Ironworkers Statewide Apprentice Program are eligible for the Apprentices Rates listed below. (Nothing herein shall be construed to violate current Texas law.)

IRONWORKER, Apprentices:

1st period	65% of Journeyman Wage
2nd period	70% of Journeyman Wage
3rd period	75% of Journeyman Wage
4th period	80% of Journeyman Wage
5th period	85% of Journeyman Wage
6th period	90% of Journeyman Wage

+ Health Ben. + Def. Cont. Pension + Appren. + Vacation + 1% I.M.P.A.C.T

Note: The Defined Benefit Pension contribution will not be paid on Apprentices.

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

ARTICLE VIII, Wages and Classifications, 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 Ironworkers 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**.

*** 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, 2000**.

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 (c)**, which shall read as follows:

Section 12 (c): On Market Recovery for Light Commercial Projects, Apprentices may be used beyond the normal ratios.

**IRONWORKERS LOCAL UNION #84
(HOUSTON & VICINITY)**

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

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

All other terms and conditions in the base contracted dated April 1, 2005, including, but not limited to, Article X, Apprentice Training Contribution; Article XI, Health Benefit Contribution; Article XII Pension Fund Contribution; Article XIII, Vacation Fund, Article XIV, I.M.P.A.C.T. Fund (totaling \$5.15 plus I.M.P.A.C.T. of 1%); Article XV, Working Assessment Check-Off; Article XVI, Supplemental Dues Check-Off; and, Overtime Provision apply to Market Recovery Rates.

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

IRONWORKERS LOCAL UNION #84
OF HOUSTON AND VICINITY

HOUSTON CHAPTER,
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.

BY: _____
ED VARGOCKO

BY: _____
BOB HIGGINS

BY: _____
JERRY NEVLUD

CONSTRUCTION EMPLOYERS' ASSOCIATION
OF TEXAS, INC.

BY: _____
JOE BYRD, JR.