

K 8618  
1,000 workers

25 pp.

# **A G R E E M E N T**

**BETWEEN**



**AND**

**TEXAS CARPENTERS and MILLWRIGHTS**

**REGIONAL COUNCIL**

*REPRESENTING*



**May 1, 2001**

**to**

**April 30, 2006**

## *TABLE of CONTENTS*

	SUBJECT	PAGE
<b>Article I</b>	Preamble & Agreement	1
	Recognition	1
<b>Article II</b>	Geographical Jurisdiction	1
<b>Article III</b>	Union Representation	2
Section 1	- Business Representatives	2
Section 2	- Stewards	2
Section 3	- Foreman	3
<b>Article IV</b>	Wages & Fringe Benefit Rates	3
Section 1	- Journeymen Wages	4
	- Foreman Rates	4
	- Shift / Night Rates	4
	- Required Journeymen Training	4
	- May 1, 2005 Wage Opener	4
Section 2	- Apprentices Wages	5
Section 3	- Option to Divert	5
<b>Article V</b>	Health Benefit and Retirement Funds	6
<b>Article VI</b>	Apprenticeship and Training Fund & North Texas Contractors Assoc.	6
<b>Article VII</b>	Bonding	7
<b>Article VIII</b>	Equal Employment Opportunity	7
<b>Article IX</b>	Duration	7
<b>Article X</b>	Grievance and Arbitration Procedure	8
<b>Article XI</b>	No Strike or Lockout	9
<b>Article XII</b>	Work Jurisdiction	10
<b>Article XIII</b>	Working Rules	14
Section 1	- Hours of Work	14
Section 2	- Lunch Period	14
Section 3	- Overtime	14
Section 4	- Holidays	15
Section 5	- Shift / Night Rate	15
Section 6	- Payday	16
Section 7	- Reporting Pay	16

<b>Article XIV</b>	Safety, Health and Sanitation	17
<b>Article XV</b>	Tools	18
Section 4	- Tool Shed ( <i>liability</i> )	18
<b>Article XVI</b>	General Provisions and Work Standards	18
<b>Article XVII</b>	Apprentices and Apprenticeship Stnds.	19
<b>Article XVIII</b>	Information Sharing	20
<b>Article XIX</b>	Savings Clause	20
<b>Article XX</b>	Working Dues Checkoff Deduction	20
<b>Article XXI</b>	Most Favored Nations Clause	21
<b>Article XXII</b>	Union Referrals	21
<b>Article XXIII</b>	Management Rights	21

## P R E A M B L E

The purpose of this Agreement is to strengthen the productive relationship that the North Texas Contractors Association and Local Union No. 429 have built over the years, to establish higher standards of safety and productivity that will bring orderly growth and prosperity to our segment of the industry for continued years, and to promote a settlement of labor disagreements by conference, to prevent strikes, lockouts, labor disputes and work stoppages, to stabilize conditions in Building Construction in the area affected by this Agreement, to prevent avoidable delays and expenses and generally to encourage spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.

## A G R E E M E N T

This Agreement is made and entered into this 1st day of May, 2001, AD by and between the North Texas Contractors Association (NTCA) on behalf of Employer members which have assigned their respective bargaining rights, hereinafter referred to as "**Employer**," and the Texas Carpenters and Millwrights Regional Council representing Carpenters' Local Union 429 - Arlington, Texas of the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as "**Union**," to govern the wages and conditions of employment of Carpenters engaged in general building construction. It is understood that the following terms and conditions relating to the employment of Carpenters ("Employees"), covered by this Agreement, have been agreed upon and that the following provisions will be binding upon the stipulated parties to this Agreement during the term of this Agreement.

### ARTICLE I

#### RECOGNITION

The Employer recognizes, for the period of this Agreement, the Union as the collective bargaining agent for the Employees covered by this Agreement and the Union recognizes the Employer as the bargaining agent for its member firms that are Employers engaged in the construction industry.

### ARTICLE II

#### GEOGRAPHICAL JURISDICTION

Carpenters Local Union 429, Arlington, Texas covers the principal metroplex counties of Dallas, Tarrant, Denton, Collin, Johnson, Parker, Wise, Kaufman, Ellis, Rockwall *and* Anderson, Bosque, Bowie, Brown, Callahan, Cass, Cherokee, Coleman, Comanche, Cooke, Delta, Eastland, Erath, Falls, Fannin, Fisher, Franklin, Freestone, Grayson, Gregg, Harrison, Haskell, Henderson, Hill, Hood, Hopkins, Hunt, Jack, Jones, Lamar, Limestone, Marion, McLennan, Morris, Navarro, Nolan, Palo Pinto, Panola, Raines, Red River, Rusk, Shackelford, Smith, Somervell, Stephens, Stonewall, Taylor, Titus, Upshur, Van Zandt, and Wood..

## ARTICLE III

### UNION REPRESENTATION

#### Section 1. Business Representatives

Business Representative(s) of the Union shall be permitted to enter and to visit any part of any job at any time work is being performed to attend to and transact any Union business as long as it does not interfere with the normal progress of the job, provided that such Representative(s) fully comply with the visitor, security, and safety rules of the project as posted.

#### Section 2. Stewards

- a) A Steward will be appointed on all projects by the Business Representative. The Steward is to work the same as any other Carpenter on the job.
- b) The Employer agrees that there shall be a Steward on all jobs in this jurisdiction where members of the Union are employed. A Steward is considered on duty at any time carpentry work is being performed on the job. When overtime work is performed, the Steward shall be one of the Employees working, except in cases where the Steward's crew is not working and at such time the Steward shall appoint one of the Carpenters working to act in this capacity as temporary Steward.
- c) The Steward shall not be discriminated against, transferred to another job, or dismissed for carrying out the duties as a representative of the Union. However, if the Steward is incompetent in the performance of work as a Journeyman Carpenter, permission may be granted by the Business Representative to lay off or transfer the Steward to another job.
- d) Should any Carpenter meet with an accident or be taken ill on the job, the Steward will see that he/she is properly taken care of and that the injured/ill Employee's tools are placed away safely. Any necessary expense or loss of time incurred by this duty shall be defrayed by the Employer. The Steward will take note of the cause of the accident and report same to the Office of the Local Union as soon as possible. If a Carpenter dies or is killed on the job, all Carpenter work on that job will cease for the remainder of the day, providing every aspect of unsafe conditions is eliminated and work can be terminated without causing undue hardship on either the Employer or the Employees. Any Employee, injured in a job-incurred accident during the regular work hours, and requiring emergency treatment by a physician, or hospitalization, will receive pay for the full day if not released to return to work.
- e) On jobs that do not have a duly appointed safety representative, it will be the duty of the Steward to act in this capacity to keep a Foreman aware of all hazards that may endanger life or limb of any Employee employed. If the Foreman and Steward cannot agree on the earliest possible correction, then it shall be brought to the attention of the Business Representative and the Employer.
- f) In the absence for any reason of the regular Steward, the Steward may appoint a member to act in his/her stead or the members shall appoint a temporary Steward to act until the return of the regular Steward, not to exceed five (5) days.

g) The Steward on the job shall be responsible for the adherence to the working conditions by the Employer and Employees; and in instances of violation by either party to report said violation to the Foreman and request compliance. In case an agreement cannot be reached in this manner or in matters not covered by the working conditions, the Steward shall contact the Business Representative who shall render every possible assistance in bringing the matter to a satisfactory conclusion. There shall be no discrimination against any Steward for the performance of the Steward duties.

### **Section 3. Foreman**

a) Any job where three (3) or more Carpenters are employed shall have a Foreman who is a qualified Journeyman Carpenter.

b) Employees shall not be required to take orders on any job from a Foreman unless the Foreman is a member of the Union.

c) Foremen shall not be allowed to work with their tools on Saturdays, Sundays, holidays or any other overtime period unless they are paid according to the established overtime basis.

d) Employer will delegate to the Foreman the charge of the Employees under immediate supervision including the hiring and firing of said supervised Employees.

e) No Foreman shall fire or lay off, on any pretense, a Steward because of the performance of duties as a Steward unless, however, the Steward is negligent in the duties as a Journeyman while acting as Steward. In such case the Business Representative shall be notified in advance.

## **ARTICLE IV**

### **WAGE & FRINGE BENEFIT CONTRIBUTION RATES**

The Union and the Employer agree that providing a fringe benefits package is necessary to attract and retain qualified Journeymen and Apprentices. Therefore, wage and fringe benefit allocations under the terms of this Agreement allow for the diversion of wages to any existing Fund and for the allocation of fringes also to any existing fringe benefit Fund, both at the sole discretion of the Union. However, no monies designated for fringe benefits may be diverted to wages. The Union agrees to notify the Employer in writing of any diversions at least sixty (60) days prior to the effective date. The Union and the Employer agree that joint meetings may be necessary to modify or change wage / fringe benefit allocations.

The parties agree to the following hourly wages and fringe benefit payments beginning with the first payroll period on or after the following dates:

**Section 1. Journeymen Wages**

Dues Checkoff - a working dues checkoff of thirty five cents (\$.35) per hour worked is applicable to all Journeymen and to all Apprentices, in accordance with Article XX - Working Dues Checkoff Deduction (page 20).

	<u>05-01-01</u>	<u>11-01-01</u>	<u>05-01-02</u>	<u>11-01-02*</u>	<u>05-01-03</u>	<u>11-01-03*</u>	<u>05-01-04</u>	<u>11-01-04*</u>
Base Rate	16.20	16.20	16.55**	16.55	16.90***	16.90	17.25****	17.25
Health	1.77	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Retirement	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
Training	.15	.17	.17	.17	.17	.17	.17	.17
NTCA	.06	.06	.06	.06	.06	.06	.06	.06
Fringes *	.00	.00	.00	.35	.35	.70	.70	1.05
<b>Total</b>	<b>\$19.38</b>	<b>\$19.63</b>	<b>\$19.98</b>	<b>\$20.33</b>	<b>\$20.68</b>	<b>\$21.03</b>	<b>\$21.38</b>	<b>\$21.73</b>

**May 1, 2001 – Foreman Rate** minimum of one dollar seventy five cents (\$1.75) per hour above Journeyman rate.

**May 1, 2003 – Foreman Rate** minimum of two dollars (\$2.00) per hour above Journeyman rate.

**Shift / Night Rates** - See ARTICLE XIII, Section 5, Page 15

\* Effective **November 1, 2002, November 1, 2003 and November 1, 2004** there shall be a thirty-five cents (\$.35) per hour increase **allocated**, per the discretion of the Union, to any of the following three existing Funds as set forth in this Agreement: *Health Benefit, Retirement or Training*.

\*\* Effective **May 1, 2002** there shall be a thirty-five cents (\$.35) per hour increase to the Journeyman base wage rate **only** for those successfully completing, and providing evidence thereof, the “*OSHA 10 Hour Safety Course*.”

\*\*\* Effective **May 1, 2003** there shall be a thirty-five cents (\$.35) per hour increase to the Journeyman base wage rate **only** for those successfully completing, and providing evidence thereof, the “*Scaffold Users*” eight (8) hour course.

\*\*\*\* Effective **May 1, 2004** there shall be a thirty-five cents (\$.35) per hour increase to the Journeyman base wage rate **only** for those successfully completing, and providing evidence thereof, the “*Crane Signal / Rigging*” eight (8) hour course.

There shall be **NO** out-of-pocket expense to the Employee(s) for this training or any other training required under this Agreement to receive the stipulated base wage increases effective May 1, 2002, May 1, 2003, and May 1, 2004. The Employer is not required to compensate Employees for attending the training; however, classes during work hours may be arranged.

**MAY 1, 2005 - WAGE OPENER** (negotiations shall begin by February 1, 2005)

## **Section 2. Apprentices Wages**

a) The Employer(s) signatory hereto recognize the Union as the source of Apprentices in good standing with the *North Texas Carpenters and Millwrights' Apprenticeship and Training Fund*.

b) Only Apprentices registered in accordance with the U S Department of Labor, Bureau of Apprenticeship and Training per the *Standards of the North Texas Carpenters and Millwrights Apprenticeship and Training Fund* **and** in good standing with the Fund as defined in *Article XVII, Sections 1-2, Page 19* are eligible for the Apprentice wage rates listed within this Agreement.

c) Employers shall be promptly notified by a Fund representative of any Apprentice(s) who is not in good standing after being dropped from the Apprenticeship Program according to the registered *Standards*, and upon such notification, any such Employee(s) shall cease to be eligible for the Apprentice wage rates and must be paid the full Journeyman base rate and full fringes. (Nothing herein shall be construed to violate current employment laws.)

*Dues Checkoff - a working dues checkoff of \$.35 per hour worked is applicable to all Journeymen and to all Apprentices, in accordance with Article XX - Working Dues Checkoff Deduction ( page 20).*

**All Apprentices shall receive the following percentage of the applicable Journeyman base rate of pay:**

<b>First</b>	<b>1000 hours</b>	<b><i>Fifty five percent</i></b>	<b>55%</b>	No Retirement Fund contribution*
<b>Second</b>	<b>1000 hours</b>	<b><i>Sixty percent</i></b>	<b>60%</b>	No Retirement Fund contribution*
<b>Third</b>	<b>1000 hours</b>	<b><i>Sixty five percent</i></b>	<b>65%</b>	No Retirement Fund contribution*
<b>Fourth</b>	<b>1000 hours</b>	<b><i>Seventy percent</i></b>	<b>70%</b>	No Retirement Fund contribution*
<b>Fifth</b>	<b>1000 hours</b>	<b><i>Seventy five percent</i></b>	<b>75%</b>	
<b>Sixth</b>	<b>1000 hours</b>	<b><i>Eighty percent</i></b>	<b>80%</b>	
<b>Seventh</b>	<b>1000 hours</b>	<b><i>Eighty five percent</i></b>	<b>85%</b>	
<b>Eighth</b>	<b>1000 hours</b>	<b><i>Ninety percent</i></b>	<b>90%</b>	

No Retirement Fund hourly contribution shall be required on the *first, second, third* and *fourth* period Apprentices; however, all other fringe benefit contributions shall be remitted.

## **Section 3. Option To Divert**

A part of any future wage increase or existing wages may be *diverted*, unilaterally by the Union, into any of the three (3) existing fringe benefit funds: *Health Benefit, Retirement, and Training*, hereinafter referred to as "the Three (3) Funds." Additionally, the thirty-five cents (\$.35) per hour fringe benefit increases specified to begin with the payroll periods after November 1<sup>st</sup> of the years 2002, 2003 and 2004 of this Agreement may be allocated unilaterally among "the Three Funds."



## ARTICLE V

### HEALTH BENEFIT and RETIREMENT FUNDS

#### Section 1. Health Benefit Fund

a) It is agreed that beginning with the payroll periods following May 1, 2001 all Employers, a party hereto, agree to contribute the dollar amounts specified for health benefits in the wage section, for each hour worked by all Employees covered by this Agreement into the *Texas Carpenters' Health Benefit Fund* or such other title given the Fund.

b) Said Health Benefit Fund together with appropriate Agreement and Declaration of Trust and any amendments thereto as required by law shall be considered a part of this Agreement as though set forth herein at length.

c) Said Fund shall be administered by an equal number of representatives of the Employer and the Union and shall be used exclusively for providing eligible Employees, such health benefits as the Trustees may determine.

#### Section 2. Retirement Benefit Fund

a) It is agreed that beginning with the payroll period following May 1, 2001 all Employers, a party hereto, agree to contribute the dollar amounts specified for retirement benefits in the wage section, for each hour worked by all Employees covered by this Agreement into the *North Texas Carpenters' Retirement Fund* or such other title given the Fund.

b) Said Retirement Fund together with appropriate Agreement and Declaration of Trust and any amendments thereto as required by law shall be considered a part of this Agreement as though set forth herein at length.

c) Said Retirement Fund shall be administered by an equal number of representatives of the Employer and the Union and shall be used exclusively for providing to eligible Employees such Retirement benefits as the Trustees may determine.

## ARTICLE VI

### APPRENTICESHIP and TRAINING and NORTH TEXAS CONTRACTORS ASSOCIATION

#### Section 1. Apprenticeship and Training Fund

a) It is agreed that beginning with the payroll periods following May 1, 2001 all Employers, a party hereto, agree to contribute the dollar amounts specified for training benefits in the wage section, for each hour worked by all Employees covered by this Agreement into the *North Texas Carpenters and Millwrights Apprenticeship and Training Fund* or such other title given the Fund.

b) It is further agreed that for the life of this Agreement, two cents (\$.02) per hour of the hourly contribution shall be contributed to the United Brotherhood of Carpenters (UBC) National Apprenticeship and Training Fund of North America, two cents (\$.02) per hour to the UBC National Health and Safety Fund, and two cents (\$.02) per hour to the UBC's National Marketing Fund, respectively, on behalf of the

Employer by the *North Texas Carpenters and Millwrights Apprenticeship and Training Fund*.

c) Said Fund shall be administered jointly by an equal number of representatives of the Employer and the Union and the Agreement governing the Fund shall conform to all requirements of the law pertaining thereto. The Fund shall be used exclusively for the financing of an Apprenticeship and Training Program as approved by the Trustees. A copy of the Agreement and Declaration of Trust to said Fund shall be considered a part of this Agreement as though set forth herein at length.

## **Section 2. North Texas Contractors Association**

It is mutually recognized that the *North Texas Contractors Association* (NTCA) serves as a multi-employer bargaining agent for work performed in the jurisdiction of Local Union No. 429 of the Texas Carpenters & Millwrights Regional Council. Therefore, it is agreed that beginning with the payroll period following May 1, 2001, and for the life of this Agreement, all Employers, a party hereto, agree to contribute six cents (\$.06) per hour, for each hour worked by all Employees covered by this Agreement to the *North Texas Contractors Association* as provided on the fringe benefit contribution report form(s).

### **ARTICLE VII**

#### **BONDING**

Any Employer that has not paid all Carpenter fringe benefit payments on time for the previous period of at least six (6) months, or has become delinquent in fringe benefit payments for a period of thirty (30) days, shall post a surety bond, or cash bond in lieu thereof, in the amount of five thousand dollars (\$5,000.00) to insure payments of contributions to the trust funds specified in this Agreement. A copy of said bond shall be posted immediately with the Trust Funds, the North Texas Contractors Association and with the Texas Carpenters and Millwrights Regional Council.

### **ARTICLE VIII**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

The Union and the Employers agree that equal opportunity for employment shall be afforded all persons regardless of age, race, sex, creed, color or national origin, and in compliance with all civil rights legislation and Executive Orders, including the Americans with Disabilities Act, applicable thereto. As used in this Agreement, the masculine gender shall be deemed to include the feminine.

### **ARTICLE IX**

#### **DURATION**

This Agreement shall take effect on May 1, 2001, and shall remain in force and effect through April 30, 2006, with an agreed wage opener for the year May 1, 2005 to April 30, 2006. Thereafter, this Agreement shall continue in full force and effect from *year to year* unless either party hereto shall notify the other in writing of its desire to change, modify, or cancel this Agreement and the notice is received by the other not less than ninety (90) days prior to the expiration date, but not earlier than April 30, 2006. In the event a party serves notice to modify this Agreement, they must notify the other party at least sixty (60) days prior to the termination date of the nature of the amendments desired. Negotiations meetings must take place not later than thirty (30) days prior to the modification or cancellation date.

## ARTICLE X

### **GRIEVANCE and ARBITRATION PROCEDURE**

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 or prosecution of work.

**Section 1.** Should differences arise between an Employer and its Employees, or the Union, with respect to any of the terms or provisions covered by this Agreement, there shall be no suspension of work, but an earnest effort shall be made to settle such differences promptly in the manner hereinafter set forth. The prohibition against suspending work shall not apply to the second grievance filed against the Employer concerning the same identical alleged violation.

**Section 2.** The term "grievance" as hereinafter used in this Agreement shall mean an alleged violation of the terms or provisions of this Agreement or differences of opinion as to an interpretation and/or application of the terms or provisions of this Agreement when reduced to writing. The written grievance shall contain a full and complete statement by the complaining party of the facts on which it is based, the clause of the Agreement claimed to have been violated, the date and time of the occurrence if known, and the remedy or correction desired. All grievances must be filed within ten (10) working days after the incident on which the alleged violation of the contract occurred. Grievances shall be signed by the aggrieved Employee and/or a principle officer of the Union, except that grievances filed by the Union shall be signed by the Business Representative or President of the Local Union and grievances filed by an Employer shall be signed by an authorized representative of the firm.

#### **Section 3. Step One**

In handling a request or complaint an Employee and/or his/her Steward or Business Representative may take up the request or complaint with the Employer's representative. The Employer's representative shall give an answer to the request or complaint within two (2) working days after presentation. A request or complaint by an Employer may be presented to the Business Representative of the Union. The Business Representative shall give an answer to the request or complaint within two working days after presentation.

#### **Section 4. Step Two**

If the request or complaint is not settled in Step One, the complaining party may refer it in writing to an authorized representative of the firm or the Business Representative, as the case may be, within five (5) working days after an answer is given in Step One. The Business Representative and an authorized representative of the firm shall meet and attempt to settle the grievance. In the event the Business Representative and the authorized representative of the Employer are unable to settle the grievance, a written answer to the grievance, signed by the authorized representative of the Employer or the Business Representative, as the case may be, shall be due within five (5) working days after receipt of the written grievance. If the answer is not satisfactory, the grievance shall be considered unadjusted and may be presented to a Joint Grievance Committee.

### **Section 5. Step Three**

The Joint Grievance Committee shall be composed of three Employer representatives selected by the Association and three Union representatives selected by the Union. A grievance which is not settled in Step Two shall be submitted in writing to the Joint Grievance Committee within five (5) days after an answer has been given in Step Two unless this time limit is extended by both parties. A meeting of the Joint Grievance Committee shall be scheduled within forty-eight hours after receipt of such written notice. The Joint Grievance Committee shall have full power to investigate the grievance and by a majority vote, render a final and binding decision.

### **Section 6. Step Four**

a) In the event the members of the Joint Grievance Committee cannot reach a satisfactory settlement, then within five (5) working days thereafter the grievance may be submitted by one or both parties to arbitration, and if not submitted to arbitration within such limitation shall be considered settled

b) The Joint Grievance Committee may select an Arbitrator by mutual agreement to hear and render a decision in each case submitted to arbitration. In the event the Joint Grievance Committee fails to agree to an Arbitrator within forty eight (48) hours, they shall request the Federal Mediation and Conciliation Service to furnish a list of five (5) names from which they shall select an Arbitrator within five (5) working days from receipt of the list, by agreement, or failing to agree by alternately striking names from the list. The Arbitrator selected shall conduct a hearing as expeditiously as is possible and shall render a decision promptly.

c) The Arbitrator shall not have jurisdiction to arbitrate new provisions or new clauses into this Agreement, nor to add to, nor to modify, nor to arbitrate away in whole or in part any provisions of this Agreement. The Arbitrator's decision shall be binding on the Employer and the Union.

d) The expense of arbitration, including the fee of the Arbitrator, shall be borne equally by the Employer and the Union. Legal expenses and costs of witness attendance which shall be borne individually by the party that incurred such expense.

## **ARTICLE XI**

### **NO STRIKE OR LOCKOUT**

During the life of this Agreement, the Carpenters' Union shall not instigate, permit or condone any strikes, pickets, suspension or stoppage of work, slow downs, job wobbles, or other interruptions of the Employer's operations, including but not limited to, sympathy strikes, unless and until the Employer notifies the Union that it refuses to abide with a final arbitration decision under the grievance procedure of this Agreement.

Any Employee who engages in a strike or refusal to work in violation of this "No Strike Clause" may be disciplined by the Employer with suspension without pay or discharge. The Union further agrees upon request of the Employer to replace any Employee or Employees that violate this provision.

The Employer agrees that it will not lock out any Employee during the term of the Agreement, but employer may shut down part or all operations on any job because of economic or other legitimate or lawful reasons.

If the Employer is delinquent in submitting reports or paying contributions, five (5) days after notifying the Employer of said delinquency, the Union may withhold Employees from the Employer and take

whatever action it deems prudent, except picket, in order to enforce compliance, and such action shall not be deemed a violation of the no-strike provision of this Agreement during the period of any such delinquency.

## ARTICLE XII

### WORK JURISDICTION

**Section 1.** Nothing in this Article shall be construed to mean that this is the only work that the Carpenters claim to be in its jurisdiction. Due to the broad scope of the jurisdiction, it is impossible to cover every aspect. Also new developments and new techniques that come about periodically will add other pleases to this jurisdiction. It is also understood that the Employer shall have the right to assign work where there is an overlapping or duplication in an existing agreement.

**Section 2.** The Employer shall upon written request make the work assignment in writing on the Employer's official letterhead where there is no clear decision of record or an Impartial Jurisdictional Disputes Board award and where more than one craft claims the work.

**Section 3.** The craft jurisdiction claimed by the Carpenters' Union of the United Brotherhood of Carpenters and Joiners of America, includes: The milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, plastic, metal, cork and composition, and all other substitute materials. The handling, erecting, installing and dismantling of machinery and equipment, and the manufacturing of all materials where the skill, knowledge and training of the Carpenter or Joiner are required, either through the operation of machine or hand tools, either at the jobsite or in production shops.

**Section 4.** The claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the trade: Carpenters and Joiners; Pile Drivers, Bridge, Dock and Wharf Carpenters, Drivers, Underpinners, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders, Millmen; Wood and Floor Layers and Finishers; Shinglers; Silers; Insulators; Acoustic and Dry Wall Applicators, Shoring and House Movers; Box Makers, and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the industry, or engaged as helpers to any of the above divisions or subdivisions, herein listed and the handling, erecting and installing material on any of the divisions and subdivisions listed in this section.

**Section 5. - Words and Phrases Defined.** When the term "Carpenter and Joiner" is used herein, it shall mean all the subdivisions of the trade. Throughout this claim of jurisdiction and trade autonomy, the following words and phrases as used herein shall be considered to have the following meanings respectfully, unless the context shall clearly indicate a different meaning in the connection as used: The term *Carpenter* and the term *Joiner* are synonymous and in either case shall mean one who prefabricates or constructs forms for footings or foundations of houses, buildings, structures of all descriptions, whether made of plastic, wood, metal or any other type of material, the prefabricating and erecting of all structural parts of a house, building or structure made of wood or any substitute such as plastics or composition materials, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure and also the dismantling of all forms. The fabrication, erecting and dismantling of all falsework. The word "falsework" defined as meaning not a permanent part of the structure. Where power is used for the setting or dismantling of forms or any other material erected by Carpenters, all handling and signaling shall be done by Carpenters.

**Section 6.** The fabrication and/or setting of all templates including anchor bolts, necessary for structural members or machinery and the welding, placing and leveling of these bolts is included.

**Section 7.** The use of any instruments or tools on layout work and the shooting of all grades and elevations incidental to the trade. The contractor retains the right to establish all principal reference points and grades, to maintain engineering integrity, and check any grade or building line that may be necessary, with his engineering forces, but this is not to mean that the contractor does not have the right to use Carpenters on this work.

**Section 8.** All framing in connection with the setting of metal columns. The setting of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The assembling and erection of all slip forms including all integral parts thereof and welding incidental to the installation of same. The making and setting of all forms used in concrete work. The unloading, rigging, signaling, erection, fitting, plumbing, aligning, setting, fastening and welding of all precast and pre-stressed concrete. The making, setting and releasing of all forms and molds shall be done by the members of the United Brotherhood of Carpenters. The operation and erection of all lift-jacks and tracks used on job site to erect precast or pre-stressed concrete shall be done by Carpenters.

**Section 9.** The installation of all molding made of wood, metal, plastic or composition, installation of run strips for plumbers or other trades or cutting for pipes through floors, joists or partitions, forms composed entirely or in part of wood or other material erected by Carpenters.

**Section 10.** The installation of all framework partitions of any material, to include metal studs, floor and ceiling runners, braces or any nailable or screwable framing system or similar construction. The installation of trim materials for toilet and bathrooms made of wood, metal or plastics or composition materials, fastening on of all wooden, plastic or composition cleats to iron work or on other materials; the erection and installation of Stran Steel or similar material, cutting and hanging all lumber or other materials between girders and joists for fireproofing or concrete centers; setting and hanging of all sash, doors, curtainwall, window wall, sun louvers, inside and outside blinds, windows and other frames of all types and component parts of these units made of any material. The unloading, handling, stockpiling, setting of all door frames of any type shall be done by members of the United Brotherhood of Carpenters. Also covered in these jurisdictional claims are: the erection or application of all shingles, siding, wallboard, or sheets composed of wood, wood pulp, plastic, plaster, transite or composition materials or any combination of any of the above with any other material including combined or faced with metal regardless of the manner attached.

**Section 11.** Erection of all wood, metal, plastic and composition partitions; Cutting and applying of all furring of any material; making and fastening of wood brackets for metal ceiling and side walls, erecting of all wood furring for cornices and putting on all grounds for plaster or cement finish.

**Section 12.** The handling, cutting, fitting and the installation and/or placing of tectum decking or any other similar material.

**Section 13.** The unloading, handling and installation of interior and exterior panel wall systems including transite, aluminum and any other material.

**Section 14.** The building, erection and dismantling of all scaffolding and staging to include "safeway" and similar type brands of any material therein constructed for any purpose in the erection of any structure. The building and constructing of all derricks; the making' of mortarboards, boxes and trestles; putting in needle uprights; all shoring of buildings, razing and moving buildings.

**Section 15.** Fitting, installation and fastening of stops, beads and molding in doors and windows; framing of all false work, derricks and hoists, travelers and all lumber or material used in the building and construction industry; putting on of all hardware; putting up interior and exterior trim or finish of wood, or any other material. The hanging, setting and installation of wood, metal or plastic doors, sash, jambs, bucks, casing, moldings, chair rails, mantels, sills, base or mop boards, wainscoting, furniture, china closets, kitchen cabinets, wardrobes and the installation of bowling alleys, and installation of displays.

**Section 16.** The manufacturing and erecting of cooling towers and tanks. The installation of wood, plastic, or metal awnings, door shelters, marquees and jalousies. The laying and finishing of all floors including wood, cork, and all underlayment for same. The installation of all draperies and curtains and all related tracks and hardware. All theater screens interior and exterior and all hardware, tracks, scaffolding, frames and related work in stage areas. The application of acoustic tile whether glued or nailed; acoustical suspended ceilings in their entirety; and all insulation whether nailed, glued or blown to include Styrofoam, Zcrete or any other similar insulation.

**Section 17.** Building and erecting stairs, store, office, bank and other fixtures, shelving, racks, whether of wood or other materials; making fitting of screens, putting on weather strips and to include all caulking and installation, including security and ornamental screens and hardware. The installation of laboratory equipment including cabinets, tops and work benches, bookcases and cabinets either separately or used in conjunction with heating or air conditioning units such as Nesbitt or similar type units, blackboards, tackboards, billboards, bulletin boards, meterboards and boards of all types. All boring tools and mortising for locks and hinges shall be done on the job.

**Section 18.** The unloading, handling, stockpiling, erection of all pre-fabricated materials such as cabinets, frames of all types, doors and millwork of all kinds, etc., shall be done by members of the United Brotherhood of Carpenters. The erection of porcelain enameled panels, metal siding. The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums and open air theaters and other buildings, tile installation of all gymnasium equipment including basketball backstops, bleachers, seats, athletic equipment and erection and dismantling of all portable floors, arenas and any similar type of installation, installing wood, metal and plastic comer beads; and concrete distributors used in erecting buildings or fireproofing floors, or for pouring concrete buildings, building and setting of forms for sidewalks, sidewalk lights, curb and gutters as in agreement with cement masons and all welding and burning incidental to carpentry.

**Section 19.** The unloading, handling and installation of raised and/or floating floors in their entirety whether made of aluminum, steel, or any other material.

**Section 20.** The operation of winches and jacks whether operated manually or mechanically by portable operating devices, used to handle material to be installed or erected by members of the United Brotherhood of Carpenters, and all tagging and signaling incidental to the trade.

**Section 21.** The term "Bridge, Dock and Wharf Carpenter and Piledriver" shall include and mean the building and repairing of all timber trestles, all wooden bridges; jetties and causeways and all riprap work, and preparation of all piles; all new and old work on docks and piers to the inshore line of bulkhead, from the backing log down, including the decking and forms for same; all piling including wood, steel and/or concrete, sheet piling and bracing of same, caissons, cofferdams where piles are bored, jetted, driven or sunk, pulling and removing of all materials pertaining to piledriver's work, all precasting and drypacking of piling, underpinning, shoring and lagging, marine divers, tenders and underwater construction workers. Loading and unloading of all derricks and cranes and pile driving material, signaling for excavation, and all signaling

pertaining to the piledriver's work.

**Section 22.** They shall make and set all concrete forms from cellar bottom and column base in cellar bottom down; elevated trestles and shoring work, including ties and guard rails; all cutting, welding, burning pertaining to piledriver's work whether of wood, metal, concrete, plastic or of composition material.

**Section 23.** The term "Stair Builders" shall cover, the cutting, assembling and erecting of rough stair carriages and platforms for same; the laying out, manufacturing either by hand or machines, all crooks, easements and casements, newel posts, stringers, risers, wainscoting or panel work for stairs; the making of molding for stairs, the erecting of the stairs complete, including the furring, both of sides and underneath same; working and erecting of all hand rails and balusters. The term "Floorlayers, Wood and Finishers" shall cover the installation of all accessories related to the laying, scraping and sanding either by hand or machine, all wood, parquet and special designs of wood, wood block, wood composition, metal tile, cork, plastic, boltawall or similar material, whether nailed or applied with adhesives, when applied to floors, stairs, walls, ceilings of fixtures; this includes the preparation of concrete, wood, plastic and other surfaces to receive any of the above mentioned materials.

**Section 24.** The term "Millman, Cabinet Maker and Bench Hand" shall mean the making and assembling in shop, mill or factory of store, display, office, theater, hall, church, school and bank fixtures and furniture, mantel pieces, cabinets of all types, dressers, wardrobes, china closets, ornamental work of wood or composition, panel work, partitions, precut and prefit trim and doors, show and wall cases, butcher shop fixtures, pallets, sash, doors, trim, molding, screen and storm sash and doors, flooring, plywood, making of pool and billiard tables, household fixtures and furniture and other tables and desks, refrigerators and ice boxes, interior cabs for elevators, metal bucks, doors and partitions; workers in the production work of cutting, milling, tooling, assembling, handling of or the manufacturing of all wood, metal or plastic materials or products, also including the assembling, putting together of work after same has been machined, hand-worked or shaped.

**Section 25.** It is understood that the foregoing is subject to trade agreements and final decisions of the Impartial Jurisdictional Disputes Board when the United Brotherhood of Carpenters is a party thereto.

a) Carpenters assert a prior claim to the manufacture of all classes of building material and the construction of same, that through the advance of science and invention may tend to displace its members, and will demand the consideration of all said claims when same is consistent with the autonomy of other trades organizations.

b) Nothing mentioned in these jurisdictional claims shall in any way be construed as conflicting with any agreement now in existence between the United Brotherhood of Carpenters and Joiners of America and any Building Trades' craft of the AFL-CIO.

c) Work jurisdiction of the Union shall be that as recognized and awarded by the Building and Construction Trades Department, AFL-CIO, and such Agreements and decision of record as recognized and published by the Impartial Jurisdictional Disputes Board. In the future, should the United Brotherhood of Carpenters and Joiners of America withdraw as a party from the Impartial Jurisdictional Disputes Board, or a successor board, then this Agreement will be revised to exclude such participation..

d) The foregoing claimed jurisdiction asserted by the United Brotherhood of Carpenters and Joiners of America, is intended solely for the protection of the craft jurisdiction of the Carpenters' Union as compared with the alleged craft jurisdiction of any other Union, and such claimed craft jurisdiction is not



intended in any manner whatsoever to define, limit or describe the work of Building Construction as otherwise is referred to in this Agreement.

## ARTICLE XIII

### WORKING RULES

#### Section 1. Hours of Work

Eight (8) hours shall constitute a day's work between the hours of 6:00 a.m. and 6:00 p.m. The actual starting time for each project and/or crew shall be determined by the Employer's representative and the Union so notified.

Once the starting time has been established for any project and/or crew, it cannot be changed unless agreed to by the Employer's representative and the Union's representative.

#### Section 2. Lunch Period

a) All Carpenters shall have a full one-half ( $\frac{1}{2}$ ) hour lunch period and shall not be required to work longer than five (5) hours without a lunch period on any Shift. *However*, if job circumstances require an Employee to work during the usual lunch period and take said unpaid lunch period at some other time, then the work performed during the usual lunch period shall be paid at time and one-half ( $1\frac{1}{2}$ ).

b) If Carpenters are working overtime there will be another unpaid lunch/break period of thirty (30) minutes at the end of ten (10) hours work

#### Section 3. Overtime

Overtime shall be paid as follows, but there shall be no pyramiding of premium pay required by this Agreement.

**Time and one-half** shall be paid as follows:

a) Any hours worked in excess of forty (40) hours per week, Monday through Saturday, provided that the employee had the opportunity to have worked forty (40) hours Monday through Friday. In the event and due to no fault of the Employer, the Employee failed to work said forty (40) hours as provided, then, the Employer may request that the Employee work on Saturday the number of hours required to establish forty (40) hours of work (*not* to exceed ten *and* one-half ( $10\frac{1}{2}$ ) hours on Saturday prior to the Employer incurring an overtime rate of pay for that Employee. However, Carpenters who begin work in the middle of a pay period and work every hour scheduled for the other Carpenters on the job, shall not be required to work extra hours or hours beyond those worked by other Carpenters on the job without receiving time and one-half.

b) Any hours worked before the established starting time Monday through Friday.

c) Any hours worked in excess of ten and one-half ( $10\frac{1}{2}$ ) consecutive hours from the established starting time with one-half ( $\frac{1}{2}$ ) hour off for lunch Monday through Friday.

d) Any hours worked after 6:00 p.m. Monday through Saturday, except when Carpenters are working on a shift other than the regular day shift or an established second or third shift, then they shall be paid as per the Shift / Night Rate provision of this Agreement.

e) Any Saturday hours worked during a week with a recognized a Holiday(s), whether to make up for time lost due a recognized Holiday OR as a make up due to inclement during that week.

f) Any hours in excess of thirty two (32) hours in a week with one (1) Holiday, and any hours in excess of twenty four (24) hours in a week with two (2) Holidays.

**Double Time** shall be paid as follows:

g) Any hours worked between twelve (12:00 a.m.) midnight Saturday and twelve (12:00 a.m.) midnight Sunday.

h) Any hours worked on recognized Holidays, or days so celebrated, as covered by this Agreement.

#### **Section 4. Holidays**

a) The holidays or days so celebrated, recognized by this Agreement and requiring double time pay for any work performed are: *New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day*. If any of the above holidays falls on Sunday, the following Monday will be considered the Holiday and if work is performed, the rate shall be double time. If any of the above holidays falls on Saturday the previous Friday will be considered the Holiday and if work is performed, the rate shall be double time. It is not the intent of this Agreement to work additional hours on Saturday(s) to make-up for the time lost due to a Holiday, even though an Employee had not worked a full forty (40) hours. Should the Employer require the Employee to work any Saturday to make up for the time lost resulting from the recognition of a holiday, whether in the same pay period or not, the Employer shall pay the Employee an overtime rate of time and one-half (1½) for those Saturday hours worked.

b) There shall be no Saturday make-up for weather in any week with a Holiday(s).

c) No work shall be performed on Labor Day except to save life or property.

#### **Section 5. Shift / Night Rate**

a) If Carpenters are required to work a shift other than the regular day shift, they shall be paid a rate which will not be less than ten percent (10%) more than the regular day shift of wages for that day.

b) No Carpenter will be allowed to work more than one (1) shift in a twenty four (24) hour period unless they receive overtime pay.

c) When construction work for repair or remodeling of an occupied building would constitute disruption of a tenant's business operations during the tenant's regular working hours, the work shall be done between the hours of 6:00 p.m. to 6:00 a.m., except on recognized holidays, for the regular straight time rate of pay. In no case shall any member be required to work more than ten (10) hours in any twenty-four (24) hours under this provision.

#### **Section 6. Payday**

a) Carpenters shall not call at any place on or off the job to receive or deliver checks on their own time.

b) At no time will the Employer hold back more than one (1) week's pay, unless permission is granted by the Union.

c) Payment of wages shall be made in money, or payroll check on the job before normal quitting time, Friday of each week, except where it becomes necessary to go to the office. Should Friday be one of the holidays agreed herein, wages shall be payable not later than Thursday at normal quitting time. Should that Thursday also be one of the holidays agreed herein, wages shall be payable not later than Wednesday at normal quitting time. The Employer shall allow for time to go to the office to receive said check.

d) Accompanying each payment of wages shall be a detachable or separate statement identifying the Employer, showing regular and overtime hours or at the option of the Employer earnings for regular and overtime hours, the total earnings, the amount of deductions, the amount of contributions, the purposes thereof and net earnings.

e) Any Employee being discharged, or laid off for more than one (1) day, shall be paid in full, fifteen (15) minutes before termination to allow sufficient time to gather personal tools and return all company provided equipment.

f) Employees not receiving their pay as herein provided shall be paid for all time lost at straight time starting after time when check is due, not to exceed eight (8) hours per day.

g) Employees quitting a job of their own volition will receive their pay in full on the next regular pay day, by mail if requested.

### **Section 7. Reporting Pay**

a) When Carpenters are sent from the office of the Union, on request of an Employer or an Employer's representative and are not put to work, weather permitting, for other reasons beyond the Employer's control, they shall be paid not less than two (2) hours pay for so reporting.

b) If Carpenters are directed to start work they shall be paid not less than two (2) hours, weather permitting, and if they work beyond the two (2) hours, they shall be paid for actual time worked. The Employer may request that the Carpenters remain at the job site for the two (2) hours reporting pay.

c) If a Carpenter refuses to start, or stops work of their own volition, the minimum set forth herein shall not apply.

d) If Carpenters are required, by the Employer, to undergo a pre-employment drug and/or alcohol screening test(s) examination, they shall be paid for such time. There will be no pay required for the time taking the test(s) and the Reporting Pay provisions of this Agreement shall not apply if the Carpenter fails said test(s). However, any Carpenter who is put to work and is later discovered to have failed such test(s) shall be paid for any actual hours they were allowed to work as a Carpenter, but NOT for the time taking the test or any required safety or jobsite orientation, or time in transit for the test or orientation.

## ARTICLE XIV

### **SAFETY, HEALTH and SANITATION**

The Employer and the Union agree that safety on the job is of utmost importance. Every effort shall be made toward safe and sanitary conditions. It shall not be a violation of this Agreement for any Employee or Employees to refuse to work under unsanitary or unsafe conditions, nor shall any Employee be discharged for refusing to work under such conditions. Employees must observe all project safety, sanitation, and housekeeping rules and regulations. Employees found in violation of these rules after being warned are subject to discipline, that may include temporary suspension and/or up to immediate discharge, depending on the severity of the violation.

#### **Section 1. Safety**

- a) All Federal, State, Local Safety Laws, rules and regulations must be observed on all jobs by all Employers and all Employees.
- b) The Employer agrees to provide, and the Carpenters agree to use the necessary health and safety equipment. Said equipment is to be returned to the Employer upon termination of its use on the project.
- c) All accidents and injuries must be reported immediately to the Employer

#### **Section 2. Health and Sanitation**

- a) The Employer agrees to furnish suitable and sufficient drinking water vessels with faucet or spigot and individual sanitary drinking cups for Carpenters. If electric coolers are used, sufficient size and number will be furnished. All buckets and barrels are to be washed out every morning. Ice water shall be furnished between March 1 and November 30 inclusively by the Employer.
- b) The Employer agrees to provide suitable sanitary toilet facilities on all jobs.
- c) All Employees shall keep their workspace reasonably clean where required and reasonably free of obstructions and hazards.
- d) The Employer agrees that no Carpenter shall be required to take a physical examination to work on any job, or fill out and/or sign any statement or form regarding applicant's or Employee's physical record, past or present, except questions affecting the individual's safety or the safety of others on the job.
- e) Tobacco use on jobs shall be regulated according to the contractors and/or owners written policy.

## ARTICLE XV

### TOOLS

**Section 1.** Employers must furnish all expendable materials including but not limited to files, chalk, crayon, string line, brushes, glue and adhesives, hacksaw blades, wood and metal cutting bits, taps, dies, and all fasteners of any kind.

**Section 2.** Employers shall also furnish all sledge hammers, power-driven tools, workbenches, electric cords, ladders, saw horses, scaffolding/platforms, mitre boxes, all metric tools, all welding and acetylene and cutting equipment, and all other special tools required. Carpenters shall not be allowed to loan, lease, rent or supply any of the above tools.

**Section 3.** Carpenters shall be allowed sufficient time to clean up and take care of their own tools before quitting time. The picking up and storage of the Employer's tools and equipment shall be done on the Employer's time by Employees assigned such duties by the Employer.

#### **Section 4. Tool Shed**

a) The Employer agrees to provide a safe, warm, clean place for storing workers tools and clothing and for the changing of clothing on each job, where practicable. Such Tool Shed or Storage Room shall be heated properly during the winter months. Tools left in this Tool Shed at the close of a work period will be the responsibility of the Employer, up to a maximum liability of three hundred dollars (\$300.00) for a basic set of tools, per Employee per occurrence until the Carpenter returns to work and picks up such tools.

b) When the Carpenter picks up personal tools and takes them on the job, they are the Carpenter's responsibility until the Carpenter returns them to the Tool Shed at the end of this work period.

c) Any specialty tools required to perform specific tasks for lay-out, trim, doors, etc. that are registered with and attested by the Foreman are covered in addition to the three hundred dollars (\$300.00).

d) It is agreed that Employees are aware of the problems of tool losses, that many of their tools have a "personal" value well above replacement costs and that three hundred dollars (\$300.00) may not replace all of the basic tools; and of the wages that may be lost while not being able to work while waiting for replacement tools. Therefore, Employees are discouraged from storing anything but expendable basic tools on the jobsite.

**Section 5.** Carpenters shall be allowed to sharpen or file tools on the job site. When an Employer elects to send hand saws dulled on the job to be sharpened off the job, the Employer shall be responsible for the return of each Carpenter's saw.

## ARTICLE XVI

### GENERAL PROVISIONS and WORK STANDARDS

**Section 1.** Carpenters shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Employer) performing their assigned functions until quitting time. The place of work shall be defined as the Employee's assigned work location. In no case shall the starting point be in a hazardous place. The Employer agrees to provide adequate transportation (elevators) on high rise buildings

for the Carpenter to be at the designated place of work at starting time and to clear the building in a reasonable length of time at quitting time. If there is failure by the Employer to provide adequate transportation, then the Carpenters shall be allowed reasonable time to get to and from their place of work. On jobs where Employer designates parking a great distance from the job, the Employer shall provide transportation to ensure that the Carpenter is at the designated workstation at work time.

**Section 2.** No Carpenter shall be required to keep a record of the number of yards, feet or amount of work done by day or by hour. No Carpenter shall be required to log time on any job where a Foreman is in charge.

**Section 3.** No piece or lump work or sub-contract for labor shall be required or permitted by either Journeymen or Apprentices covered by this Agreement.

**Section 4.** Carpenters shall not be required to infringe on work of any other building craft except where the amount of work makes it impracticable to employ a person of that craft.

## **ARTICLE XVII**

### **APPRENTICES and APPRENTICESHIP STANDARDS**

**Section 1.** **Strict and Specific Definition of Apprentice(s)**

a) Apprentice(s) as the term is used herein, shall mean only "Registered Apprentice(s)" referring only to person(s) at least eighteen (18) years of age who have entered into a written agreement with the *North Texas Carpenters and Millwrights Apprenticeship and Training Fund*, and whose said written agreement is currently on file or "registered" with the Bureau of Apprenticeship and Training of the United States Department of Labor, thereby certifying them as a "Registered Apprentice."

b) The Employer agrees that any Apprentice suspended by the Joint Apprenticeship and Training Committee is not considered a "Registered Apprentice" and is prohibited from being employed as an Apprentice under the terms and conditions of this Agreement.

**Section 2.** The employment of Apprentices shall be governed by the properly approved Apprenticeship Standards as administered by the Joint Committee on Apprenticeship. Apprentices will be required to conform to the rules and procedures required by said Standards.

**Section 3.** The Employer agrees that the minimum ratio of Apprentices on any job shall be one (1) Apprentice to seven (7) Journeymen if available. The Employer also agrees that the maximum ratio of Apprentices on any job shall be one (1) Apprentice to one (1) Journeyman. No Carpenter working in the jurisdiction of Local Union No. 429 shall work for any Employer who refuses to employ Apprentices in accordance with the above ratio.

**Section 4.** It is agreed that all Apprentices will have successfully completed the OSHA 500 ten-hour safety course prior to graduating to Journeyman status.

## ARTICLE XVIII

### INFORMATION SHARING

**Section 1. Employee Information:** The Employers who are a party to this Agreement will supply upon request in a reasonable length of time the necessary information to the Union as to the number of Carpenters and their rates of pay, who worked on any project concerned by this Agreement.

**Section 2. Employer Information:** The Union will furnish to an Employer, upon request in a reasonable length of time, the number of Journeymen and Apprentices working in this jurisdiction and the number of Journeymen and Apprentices available for work.

**Section 3. Notification:** Should the Employer hire a Carpenter, absent a referral by the Union, the Employer agrees to notify the Union within a reasonable length of time

## ARTICLE XIX

### SAVINGS CLAUSE

It is not the intention of either party signatory hereto to violate any Federal or State Laws covering the employment of workers covered by this Agreement. Both parties agree that if any portion or part of this document is determined to be illegal under laws or regulations now existing, the remainder, not so affected, shall remain in full force and effect, if it is possible to separate such illegal portion or part. In any event, an immediate conference of the parties involved will be called to assure a uniform understanding of the problem.

## ARTICLE XX

### WORKING DUES CHECKOFF DEDUCTION

Subject to the provisions hereof, and upon receipt of a *Working Dues Check Off* Authorization Form duly authorized (signed) by the Employee, the Employer agrees to deduct thirty-five cents (\$0.35) per hour from the base hourly rate of pay for each hour worked by all Employees employed under this Agreement and remit said deductions to the Texas Carpenters and Millwrights Regional Council (TCMRC).

It shall be the responsibility of the Carpenters' Local Union 429 to provide the Employer with the above-referenced duly authorized *Working Dues Check Off* form when Carpenters are referred from the union hall, and the Employer agrees to notify the Union requesting a copy of the *Working Dues Check Off* form when Carpenters are hired directly on the job absent a referral from the Union hall.

The *Working Dues Check Off* remittance shall be made timely by the Employer so it may be forwarded to the TCMRC in care of the Funds' Administrator by the tenth (10th) of the month following the month in which the hours were worked. Said remittance shall be made in conjunction with the monthly fringe benefit fund contributions provided for in this Agreement.

The Texas Carpenters and Millwrights Regional Council agrees to notify the Employer, in writing, thirty (30) days in advance of any increase or decrease to the stated amount of the Working Dues duly authorized by the Employee. The parties hereto agree that the utilization of said Working Dues shall be

solely at the discretion of the TCMRC. The Employer shall be held harmless by the TCMRC for any deductions made in good faith after having received the above-stated authorization.

## ARTICLE XXI

### **MOST FAVORED NATIONS CLAUSE**

Should the Union at any time hereafter enter into an Agreement with any Employer operating within the jurisdiction of the Union with wages more advantageous to such Employer, or should the Union in the case of any Employer which has agreed in writing or verbally countenance a course of conduct by such Employer enabling it to operate under more advantageous wage than is provided for in this Agreement, then, the Employer, party to this Agreement, shall be privileged to adopt such advantageous wages provided the Employer has sent written notice to the Union calling the matter to its attention. It is agreed that state-wide Agreements negotiated by the Texas Carpenters and Millwrights Regional Council for Drywall, Scaffolding, or "Specialty" work including National Maintenance Agreements are **exempt** from the provisions set forth in this Most Favored Nations clause.

## ARTICLE XXII

### **UNION REFERRALS**

Any applicant referred for employment by the Union shall meet the requirements of the Immigration Reform and Control Act of 1986. This does not relieve the Employer from any legal obligations.

## ARTICLE XXIII

### **MANAGEMENT RIGHTS**

It is agreed and understood by the Union that the Employer retains the sole right to exercise the customary rights of Management without any limitation in any manner whatsoever unless, and only to the extent, that right is expressly limited by a specific provision of this Agreement. Such functions of Management include, but are not limited to, the right to make rules not inconsistent with this Agreement related to the operation of the business, including applicable safety rules, and testing for drug and alcohol abuse; to discipline Employees including discharge; to control the direction of the work force; to determine the methods, tools, and labor saving devices to be used; to judge the standard and quality of the work; to determine the qualifications of Employees; to observe and evaluate an Employee's job performance; to determine the amount of supervisory personnel for the job and the work that such individuals can perform; and to transfer or layoff Employees as the situation may dictate.



