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1,200 workers

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Construction and Erection Agreement

between

Pipe Fitters Local Union No. 211 of the
United Association of Journeymen and Apprentices
of the Plumbing & Pipefitting Industry of the
United States of America and Canada

and

Mechanical Contractors Association of Houston, Inc.

April 1, 2003 - March 31, 2008

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PIPE FITTERS LOCAL UNION NO. 211
CONSTRUCTION AND ERECTION
AGREEMENT

1. Agreement by and between Mechanical Contractors Association of Houston, Inc., hereinafter referred to as "Employer" and Pipe Fitters Local Union No. 211 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, affiliated with the "American Federation of Labor and Congress of Industrial Organizations" (AFL-CIO), hereinafter referred to as "Union".

PREAMBLE

2. As the Union and the Employer are desirous of continuing their harmonious relationship and it is deemed necessary to make changes in the previous agreement to meet with present day conditions, it is hereby mutually agreed that this revised agreement shall supersede the previous agreement and shall henceforth be the agreement between the parties through March 31, 2008.
3. Whereas, the purpose of this agreement is to continue and expand the harmonious relationship between the employer and employees and the peaceful adjustment of all grievances and disputes that may arise from time to time between the employer and the union, the establishment and maintaining of equitable treatment for all employees and is entered into good faith by both parties.

ARTICLE I
SCOPE

4. The provisions and wage rates as set forth hereunder shall cover all employees of the employer who are engaged in the "Trade and Work Jurisdiction" of the Union, as defined in Article III of this agreement, within such geographical area defined in Article IV of this agreement.

ARTICLE II
RECOGNITION CLAUSE

5. (A) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the "Scope" of this agreement and therefore, agrees not to sublet or contract out any work, as defined in Article III of this agreement, within such geographical area as defined in Article IV of this Agreement, to any company, corporation, individual or group of individuals unless such is signatory to a valid agreement with the Union.

(B) Employers and Union agree to discuss targeting of jobs that use public funds when the wage rate published in the bid document is less than the wage rate contained in this agreement. The purpose of this targeting is to try to arrive at a rate that will be competitive for these jobs.
6. The union recognizes the Mechanical Contractors Association of Houston, Inc. (MCA) as the sole and exclusive bargaining agent for it's membership at the time of execution of this

agreement. Any company, corporation, individual or group of individuals who become a member of MCA after the execution of this agreement are expressly excluded from the terms and provisions of this agreement unless otherwise agreed to in writing by the Union.

ARTICLE III TRADE AND WORK JURISDICTION

7. This agreement covers the rate of pay, all rules and all working conditions of all employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, testing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying-on and hoisting of all piping materials, appurtenance and equipment, by any method, including all hangers and supports of every description and all other work including the use and operation of all tools and equipment of the trade such as welding machines, welding torches, chain falls, test pumps, etc., in accordance with the jurisdiction of the United Association.
8. Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the impartial jurisdictional disputes board for the construction industry (hereinafter "Board"), or any successor thereto adopted by the Building and Construction Trades Department of the AFL-CIO and participating Employers. Provided that all unions involved in such jurisdictional disputes and all Employers with whom those unions have collective bargaining agreements have also submitted to the jurisdiction of, and have agreed to be bound by all decisions of the board when those employers are involved in a jurisdictional dispute. In the event any union claiming work jurisdiction from an employer signatory to this agreement, has a collective bargaining agreement with any employer which does not provide for settlement of jurisdictional disputes by the board, then the parties to this agreement shall not be subject to the jurisdiction of or be bound by decisions of the board involving such unions. In the event the above provision is complied with, the parties hereto agree to accept, and shall be bound by, the rules, regulations and procedures of the board or its successor as in effect from time to time.
9. There shall be no stoppage or slow down of work because of jurisdictional disputes.

ARTICLE IV GEOGRAPHICAL JURISDICTION

10. The territorial area of Local Union No. 211, which is the area covered by this agreement, shall be comprised of the following counties: Matagorda, Wharton, Colorado, Brazoria, Fort Bend, Austin, Washington, Waller, Grimes, Madison, Walker, San Jacinto, Montgomery, Milam, Harris, Burleson, Lee, Fayette, Brazos, Robertson, Leon, Houston, Calhoun, Jackson, Victoria, Trinity, Galveston, and the parts of Liberty and Chambers Counties west of the Trinity River of Texas and any other adjoining area that may be designated by the United Association as being the jurisdiction of Local Union No. 211.

ARTICLE V
HIRING PROCEDURE

11. In order to better serve the building public and industry in an economical and efficient manner, and to preserve work of mutual interest the employers and the union agree that maintaining a high level of skill and craftsmanship, and providing a pool of qualified and experienced workers in the plumbing, heating, air conditioning and pipe industry are among the two most important functions of the union. It is recognized that the successful carrying out of these functions is beneficial to both the employees and employers in the industry. To that end, we agree to exercise the utmost care in maintaining a high level of skill, craftsmanship and productivity among such workers.

12. (A) The Union agrees that the employers shall be the sole judge of hiring or rejecting any job applicant. The Employers shall exercise their right to hire or reject any job applicant without regard to union membership or non-membership. Requests by employer for a particular journeyman by name shall be honored. It is mutually agreed by the signatory parties to this agreement the employer and the union, in all matters concerning job applicants or employees, will in all respects abide by all laws applicable to this agreement including executive orders and the Civil Rights Act of 1964, as amended.

(B) The Employer may request, by name, up to two (2) new hires on any given job. The third new hire and every other one thereafter shall be referred to the Employer by the Union.

13. (A) In hiring Employees, Employer agrees to notify and use the Union as a source for positions covered by the Scope of this Agreement. Union agrees when an Employer requests workers, it will supply skilled persons. Union agrees that the Employer has the right to establish uniform technical standards to be used in hiring employees for positions covered by the scope of this agreement. "Members of Pipe Fitters Local Union No. 211 shall not have authority nor be involved in hiring and layoff procedures for the employer".

(B) The Union shall keep records of employees referred to the employer making every effort possible to refer employees who are legally eligible to work in the jurisdiction.

14. (A) It is agreed that the reporting time for the employee on the job site will be so as to allow the person actual hours, up to four (4) hours, if the employer's request for the person was made later than 2:00 PM the previous day.

(B) In no event will the total hours paid be more than would have been paid from the regular starting time. However, in cases wherein it is agreed by both the employer and the union that a person has abused the intent hereof, or is rejected for just or valid cause, or leaves of his/her own accord, that person shall then not be entitled to the provision of this paragraph.

15. (A) Subject to the terms of Paragraph 15(B), in the event the employer hires from sources other than referral from the Union or pays substandard wages, the employer must pay one hundred dollars (\$100.00) per employee per day worked to the Houston Area Pipefitting Apprenticeship Training Fund.

- (B) When the union is unable to provide requested employees within 48 hours, Saturday, Sunday, and holidays excepted, employer may seek employees from other sources. When employer seeks employees from other sources the employees must register with the union at its office within 3 working days after being hired.
- 16. The hiring, selection, and number of general foremen and/or foremen is the responsibility of the employer.
- 17. Employees covered by the terms of this agreement will not work for another employer while in the employment of this employer, or work self employed in the trade.

ARTICLE VI
GRIEVANCE STRUCTURE

All grievances must be in writing and filed by either party to the other party of this agreement within ten (10) working days after occurrence.

- 18 (A) Where a disagreement exists between the parties to this agreement, concerning whether a given provision should apply, or regarding the intent, meaning, application or compliance with the terms of this agreement, it shall be reduced to writing and resolved in accordance with this grievance procedure.

Step 1. Between the designated union representative and the designated employer representative. If not settled within ten (10) working days, proceed to Step 2.

Step 2. By standing grievance committee, consisting of three (3) representatives from the union and three (3) representatives from the employers. If not settled within ten (10) working days, proceed to Step 3.

Step 3. By arbitration, which procedure shall be as follows:

- (a) Upon written request for arbitration by either to the other party, each party shall designate an arbitrator to represent it. Two arbitrators so selected shall meet within forty eight (48) hours and designate a third arbitrator, but if an agreement on such arbitrator is not reached within forty-eight (48) hours, the third arbitrator, shall be designated by the federal mediation and conciliation service. The three arbitrators selected shall meet within forty-eight (48) hours, and render a decision of a majority of the arbitrators. The decision shall be in writing and final and binding on all parties to this agreement.
- (b) The authority of the arbitrators shall be limited to the construction and enforcement of the express language of this agreement as applied to the specific grievance or issue stated in the request for arbitration. The arbitrators shall have no authority or jurisdiction directly or indirectly, to add to, subtract from, change, modify, or supplement any of the specific provisions of this agreement.
- (c) All expenses, if any, of the third arbitrator shall be divided equally between the parties

of this agreement and the fees and expenses of the arbitrator designated by each party shall be borne by it.

- (B) It is distinctly understood that the employer and the union agree to resolve all grievances without prejudice or malice. The resolved grievance, at any step, must be in writing and signed by the parties to this agreement.

**ARTICLE VII
ECONOMIC PACKAGE**

19. (A) It is agreed by all parties signatory to this agreement that the hourly wages and fringes shall be effective at 12:01 A.M. on the dates set forth. In order to simplify payrolls, the employer may add the additional amounts, from the dates set forth, to the next full pay period after the dates set forth.

(B) **JOURNEYMAN**

	Effective 4/1/03	Effective 4/1/04	Effective 4/1/05	Effective 4/1/06	Effective 4/1/07
WAGES:					
Gross Taxable Wage	\$22.21	\$0.95	Wage	Wage	Wage
Tool reimbursement****	\$0.20	increase to	Opener	Opener	Opener
Deductions:					
WWA	-0.32	total			
Subsidy (2%)*	-2%	package			
		subject to			
		allocation			
FRINGES:					
Pension	3.50				
H & W	4.00				
D C R P	1.00				
Joint Education	0.20				
Industry Fund**	0.06				
ITF***	<u>0.05</u>				
TOTAL PACKAGE	\$31.22				

* The 2% Subsidy deduction is to be calculated on all Gross Taxable Wages.

** If applicable, six cents (\$0.06) per hour is to be added for the Industry Fund (see Article XI).

*** The five cents (\$0.05) per hour, International Training Fund is to be included in the same check with the National Pension Fund.

**** Tool reimbursement is a taxable form of compensation. It is paid to employees engaged in commercial and residential construction only, beginning with the first year apprentice.

(C) INDENTURED APPRENTICE (% of Journeyman Gross Taxable Wage)

<u>Apprentice Category</u>	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>	<u>5th year</u>
Effective 4/01/03	55%	60%	65%	70%	75%
WAGES:					
Gross Taxable Wage	\$12.22	\$13.33	\$14.44	\$15.55	\$16.66
Tool reimbursement****	0.20	0.20	0.20	0.20	0.20
Deductions:					
WWA	Note 1	-0.32	-0.32	-0.32	-0.32
Subsidy (2%)*	Note 1	-2%	-2%	-2%	-2%
FRINGES:					
Pension	Note 2	Note 2	3.50	3.50	3.50
H&W	4.00	4.00	4.00	4.00	4.00
D C R P	1.00	1.00	1.00	1.00	1.00
Joint Education	0.20	0.20	0.20	0.20	0.20
Industry Fund**	0.06	0.06	0.06	0.06	0.06
ITF***	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>
TOTAL PACKAGE	\$17.73	\$18.84	\$23.45	\$24.56	\$25.67

Note 1: Do not with hold the wage working assessment and subsidy on first year apprentices only.

Note 2: Do not pay Pension on first or second year apprentices.

(D) APPRENTICE APPLICANT - \$9.50 per man hour (not indentured) plus Joint Education, Industry Fund and ITF Fringes.

(E) FOREMAN AND GENERAL FOREMAN

CLASSIFICATION

DIFFERENTIAL

- | | |
|--|---|
| 1) foreman supervising 5 or less workers | \$1.00 above the current journeyman wage rate |
| 2) foreman supervising 6 or more workers | 8% of the current journeyman wage rate |
| 3) general foreman | 15% of the current journeyman wage rate |

The selection and number of foremen and general foremen shall be at the contractors' option.

The differential for Foreman and General Foreman indicates the minimum amount per hour to be paid above the gross taxable wage rate for journeyman based on the current 100% wage scale.

(F) SUPERINTENDENTS

The Classification of Superintendent is optional with the Wage to be negotiated between the Employer and Individual Superintendent.

20. Wage-Working Assessment (WWA) deduction (Established October 1, 1989) - A legally constituted WWA deduction of thirty-two (32) cents per hour, effective April 1, 1994, payable to the Union from taxable hours paid. The union is to secure required employee authorization forms, indemnifying employers of any claims arising from unauthorized deductions, and establish a payment procedure.
21. Market Recovery/Target Program (Subsidy) - A legally constituted Market Recovery/Target Program of 2% of all Gross Taxable Wage, payable to the union, shall be established with an effective date of April 1, 1991 with the union to secure required employee authorization forms, indemnifying employers of any claims arising from unauthorized deductions, and establish a payment procedure. Payment of the Wage Working Assessment and the Market Recovery/Target Program (Subsidy) deductions will be included with the Joint Education, the Defined Contribution Retirement Plan (DCRP) and the Health and Welfare contribution payment. Employer will make available, on the employee's pay stub, year-to-date Wage Working Assessment and Market Recovery/Target Program (Subsidy) deductions.

ARTICLE VIII
SUBSTANCE ABUSE POLICY

22. (A) Employers and Union have a strong commitment to provide a safe workplace and to establish policies promoting high standards of employee health and safety. In keeping with this commitment, it is the Employers' and Unions' intent to maintain a drug/alcohol-free job site. The possession or use of illegal and unauthorized drugs, and other dangerous substances by employees and employers at the job site is prohibited.
- (B) Employees are expected to report to work in a physical and emotional condition that will allow them to perform their assigned tasks in a competent and safe manner. The possession, use, abuse, presence in the body, or reporting to work under the influence of alcohol, illegal and unauthorized drugs, or other dangerous substances by employees limits the ability of the users to exercise good judgment, react properly to unexpected situations, perform tasks safely and efficiently and endangers not only that employee but fellow employees, contractors and members of the general public.
- (C) Employers and Union each reserves the right to require employees to submit to a urine test at any time to determine the use of any illegal or unauthorized drugs or substance prohibited in this policy or to prove the Employee's satisfactory fitness for duty. The Employer may require a urine drug screen following any on-the-job injury. In addition, following any on-the-job injury, the injured employee may be required to take a breathalyser test for purposes of detecting the presence of alcohol. If the breathalyzer test is positive, the employee will have the option of submitting to a blood test to determine the presence and level of alcohol in his or her system. An employee will be deemed to have failed an alcohol test if he or she tests positive on the breathalyzer test and does not request a blood test or if he or she requests a blood test and the results of the blood test are positive. Failure of any drug or alcohol test will be grounds for immediate discharge.
- (D) The testing program shall comply with any and all federal, state and local standards. The cost of such testing programs shall be borne by the employer. Each applicant shall receive

actual hours, up to four (4) hours, pay for testing unless applicant tested unfit for duty. Applicants who test unfit for duty shall not be paid for testing.

ARTICLE IX
FIREARMS

23. All employees, while working under the terms of this agreement, shall comply fully with any and all policies established by the employer or the owner in connection with the possession of firearms.

ARTICLE X
EDUCATION, PENSION, HEALTH AND WELFARE and
DEFINED CONTRIBUTION RETIREMENT PLAN TRUSTS AGREEMENTS

24. (A) Each and every firm, person, partnership or corporation bound by this agreement agrees to pay and continue to pay to the Pipe Fitters Local Union No. 211 Joint Education Trust Fund, the sum required by this agreement. A copy of the declaration of Trust, together with all amendments thereto shall be considered as part of this agreement as though set forth here at length.
- (B) Each and every firm, person, partnership or corporation bound by this agreement agrees to pay and continue to pay to the "Plumbers and Pipe Fitters National Pension Fund" the sum required by this agreement. A copy of the declaration of Trust, together with all amendments thereto shall be considered as part of this agreement as though set forth here at length.
- (C) Each and every firm, person, partnership or corporation bound by this agreement agrees to pay and continue to pay to the Pipe Fitters Local Union No. 211 Health and Welfare Trust the sum required by this agreement. A copy of the declaration of Trust, together with all amendments thereto shall be considered as part of this agreement as though set forth here at length.
- (D) Each and every firm, person, partnership or corporation bound by this agreement agrees to pay the Defined Contribution Retirement Plan (DCRP) the sum required by this agreement. A copy of the declaration of Trust, together with all amendments thereto, shall be considered as part of this agreement as though set forth here at length.

ARTICLE XI
INDUSTRY FUND

25. (A) Effective June 14, 1989 each employer shall pay into the Mechanical Contracting Industry Fund of Houston the sum of six (6) cents for each hour worked by each of its employees covered by this agreement on commercial work. Commercial work shall include but not be limited to office buildings, stores, banks, theaters, restaurants, bars, warehouses, educational facilities, medical facilities, nursing homes, churches, shopping centers. This fund is to be administered by the Mechanical Contractors Association of Houston.
- (B) Payment of the "Industry Fund" will be included with the Joint Education, Defined Contribution Retirement Plan and Health and Welfare contribution payment.

ARTICLE XII
CONTRIBUTION GUARANTEE

26. (A) FIRST OPTION ---Each employer shall carry a "Letter of Credit" in favor of, and deposited with, the Joint Trust Funds Committee, issued by such financial institution and containing such terms and conditions as may be acceptable to the Joint Trust Funds Committee, in the minimum amount of \$20,000 for five (5) or less employees. The "Letter of Credit" shall be increased by \$3000 per employee after five (5). Example: six (6) employees - \$23,000; seven (7) employees - \$26,000; eight (8) employees - \$29,000; etc..
- (B) SECOND OPTION ---In lieu of such letter of credit, an employer shall pay to the Joint Trust Funds Committee for deposit in an interest bearing account that is subject to such terms and conditions and is held by such financial institution as the Joint Funds Committee may determine, a "Cash Deposit" in the minimum amount of \$20,000 for five (5) or less employees. The "Cash Deposit" shall be increased by \$3000 per employee after five (5), same as "Letter of Credit". The employer shall be identified with respect to such account, all interest earned with respect to such account shall be reported to the employer and to the IRS for tax purposes, the payment of all fees charged by the financial institution in connection with such account shall be the responsibility of the employer and all interest earned on such account, net of interest applied against such fees, shall be paid to the employer and only the Joint Trust Funds Committee shall have the authority to direct a withdrawal or distribution of principal cash from such account.
- (C) THIRD OPTION --- In lieu of either the "Letter of Credit" or "Cash Deposit" each employer shall carry a "Bond" in favor of, and deposited with, the Joint Trust Funds Committee, issued by such bonding company and containing such terms and conditions as may be acceptable to the Joint Trust Funds Committee, in the amount of \$100,000. No matter which of the three options are selected, the "Letter of Credit", "Cash Deposit" or "Bond" shall serve to guarantee to the Joint Trust Funds Committee, acting in its own capacity with respect to the Local 211 Health and Welfare; Apprentice Training Funds and Defined Contribution Retirement Plan (DCRP), (and on behalf of the Trustees of the Plumbers and Pipe fitters National Pension Fund with respect to that fund, which is the fund unto which the Local 211 Pension Fund has been merged), the full complete and prompt payment of all monies due each said fund (including not only any delinquent contributions but also

related collection expenses and penalties) and shall be applied in satisfaction thereof among said funds on a pro rata basis. The "Letter of Credit", "Cash Deposit" or "Bond" shall be in full force, prior to the date of first employment under this agreement. The "Letter of Credit" or "Bond" shall not include any expiration date other than March 31 and shall require thirty (30) days written notification to the Joint Trust Funds Committee before it may be canceled or revoked prior to the expiration date. To the extent not applied by the Joint Trust Funds Committee to the payment of monies due each said fund, the cash payment, and any unpaid net interest thereon shall be refunded to the employer upon thirty (30) days written request to the Joint Trust Funds Committee, provided the employer substitutes a "Letter of Credit" or "Bond", satisfying the previously described requirements therefore, if determined by the Joint Trust Funds Committee not to be delinquent in paying any monies due the Local 211 Health and Welfare, Apprentice Training Funds or Defined Contribution Retirement Plan (DCRP) (or the Plumbers & Pipe fitters National Pension Fund) and not to be currently incurring any further obligation to contribute to any such fund.

-----The following applies to all three options-----

- (D) The Joint Trust Funds Committee shall have full authority to proceed against any letter of credit, cash payment or bond to enforce the guarantee provided thereby.
- (E) It is further agreed that if it becomes necessary to sue any employer or to engage an attorney to collect contributions due hereunder said delinquent employer shall be responsible for paying necessary court costs, reasonable attorney's fees and any other expenses incurred in connection with the collection of such contributions, as well as a twenty percent (20%) liquidated damages under ERISA for each month delinquent. Contributions shall be deemed delinquent on the 21st of the month following the month of hours worked.
- (F) The Administrator of funds shall provide the secretary or the designated agent of the Joint Trust Funds Committee, not later than the twenty-fifth (25th) day of each month, the names of any employers that are delinquent. The administrator will further, at the earliest possible date, notify the secretary or the designated agent to the Joint Trust Funds Committee the exact amount of payments due.
- (G) Upon notification that an employer is delinquent in payment of contributions, the secretary of the Joint Trust Funds Committee, or the designated agent, may notify the respective bonding company or financial institution that the Joint Trust Funds Committee is demanding an undetermined amount, that the exact amount is being determined, and that any required action to collect will be initiated.
- (H) The secretary or the designated agent of the Joint Trust Funds Committee will immediately notify the business manager when an employer becomes delinquent.
- (I) The Local Union will as soon as possible, but not later than 72 hours, inform the employer that the union shall refuse to furnish labor to, and the employees shall have the right to withhold services to any employer who has failed to pay wages and/or fringes.

ARTICLE XIII
HOURS OF WORK-OVERTIME-SHIFT WORK

27. (A) The "Standard Work Day" shall be an established consecutive eight (8) or ten (10) hour period from 6:00 A.M. to 6:00 P.M. exclusive of a thirty (30) minute lunch period. Starting time will be designated by the employer. Once the standard work day is established it shall not be changed unless the owner, client or job conditions warrant it, or through mutual agreement of the employer and the union.
- (B) The "Standard Work Week" shall be five (5) consecutive standard work days Monday thru Friday, inclusive, or four (4) consecutive standard work days Monday thru Thursday, inclusive forty (40) hours per week constitutes a weeks work. Once the standard work week is established it shall not be changed unless the owner, client or job conditions warrant it, or through mutual agreement of the employer and the union.
- (C) The "Flexible Work Day" shall be an established consecutive eight (8) or ten (10) hour period, exclusive of a thirty (30) minute lunch period. Starting time will be designated by the employer with written notification to the union.
- (D) The "Flexible Work Week" shall be an established consecutive four (4) or five (5) "flexible work days" Monday thru Saturday as designated by the employer, with written notification to the union. Forty (40) hours per week shall constitute a weeks work.

INTENT: The "Flexible Work Day" and "Flexible Work Week" is solely to allow the employer to have the opportunity to compete on commercial work that must be done outside of the standard work day or standard work week. Commercial work shall include but not be limited to office buildings, stores, banks, theaters, restaurants, bars, commercial warehouses, educational facilities, medical facilities, nursing homes, churches and shopping centers.

- (E) Should the employee be unable to work due to inclement weather, or other matters beyond the employer's control, employer may, when the designated work week is four (4) consecutive work days Monday thru Thursday, inclusive, use Friday or Saturday as a make-up day at straight time not to exceed ten (10) hours per day or forty (40) hours for the week. Saturday shall only be worked as a make-up day when Friday has been worked first, or is not available due to inclement weather or other matters beyond the employer's control. Employees shall not be penalized for not working any make-up days.
- (F) Should the employee be unable to work due to inclement weather, or other matters beyond the employer's control, employer may, when the designated work week is five (5) consecutive work days Monday thru Friday, inclusive use Saturday as a make-up day at straight time not to exceed eight (8) hours or forty (40) hours for the week. Employees shall not be penalized for not working any make-up days.
- (G) All hours worked outside the established "Standard Work Day", "Flexible Work Day", "Flexible Work Week" or make-up day shall be paid at the rate of time and one-half (1½), however, all time on Sunday and Holidays shall be paid at the rate of double (2) time.

- (H) Make-up days shall be scheduled as a minimum of eight (8) Hours.
 - (I) Workers shall be at their place of work at the starting time and shall remain at their place of work until the quitting time. Place of work shall be a single location as designated by the employer on the ground level of a new construction job site. Place of work shall be the location of the job site for tenant, remodeling or repair work.
28. If any hour is begun it shall be paid in one-half ($\frac{1}{2}$) hour increments unless the employee leaves on his/her own accord with less than the one-half ($\frac{1}{2}$) hour worked.
29. Any employee who is called out to work, outside of the employees' established normal work period, shall receive not less than four (4) hours wages at the overtime rate, unless the employee continues into his/her regular work period in which event the employee shall receive the overtime rate only for actual hours worked before and after the normal work period.
30. (A) Any employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive two (2) hours at the basic straight time hourly rate of wages, unless employee had been notified before leaving his/her home not to report, and an employee who reports for work and for whom work is available shall receive pay for not less than one half ($\frac{1}{2}$) the scheduled work day and if more than one half ($\frac{1}{2}$) the work day is worked in any one day, employee shall receive not less than a full day's pay. Exceptions, however, shall be the day the employee is hired-in under Paragraph 14, or when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned thereby, or when an employee is prevented from work for any cause beyond the direct control of the employer, such as fire, explosion, power failure, gas leaks, and other hazardous conditions, or when an employee leaves work of his/her own accord. When conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.
- (B) If an employee is scheduled or called out to work on Saturday, Sunday, or Holidays, such employee shall receive at least four (4) hours pay at the overtime rate and if more than four (4) hours are worked the employee shall receive pay for actual hours worked at the overtime rate. The terms of this paragraph shall not apply to make-up days.

INCLEMENT WEATHER

31. An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this article the employee must remain on the job available for work during the period of time for which the employee receives pay unless released sooner by the employers principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours. The employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

SHIFT WORK

32. (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 three (3) consecutive work days, including all shifts on the third day. The determination of consecutive days shall not include Saturday, Sunday, or Holidays, unless worked.
- (B) Shift work for less than the required consecutive work day may be established by mutual agreement between the union and employer at a timely pre-job conference.
- (C) In the event the contractor fails to work the job the required consecutive work days, unless agreement has been reached in a pre-job conference, the employees working any shift other than the day shift shall be entitled to overtime rate.
- (D) Typical Shift Work schedules A, B, C, and D are attached hereto and made a part of this agreement. Shifts shall be worked and paid for as shown in schedules A, B, C, and D. To meet the needs of a specific job it may be necessary to change the 6:00AM - 8:00AM starting time. This may be done by mutual agreement between the union and employer at a timely pre-job conference. In this case the entire schedule will be moved forward a like amount of time and all the principles regarding straight time and premium pay for time worked as outlined in the schedules shall apply.
- (E) It may be also necessary to work two (2) nine (9) hour, or two (2) eleven (11) hour shifts in each twenty four (24) hour period. When this occurs the "End of Shift" as outlined in Schedule "B" will be changed.
- (F) It is agreed that when such shifts are set up no employee will be allowed to work more than eight (8) hours at straight time rate of pay in any one shift, in one twenty four (24) hour period.
- (G) Employees working any shift other than the day shift shall receive pay for the actual hours worked at the rate of 15% over and above the gross taxable wage rate.

TYPICAL SHIFT WORK
SCHEDULE "A"
TWO TWELVE HOUR SHIFTS

FIRST SHIFT:

From 8:00 A.M. to 12:00 Noon	4 Hours at Straight Time Rate
Lunch Period, Employee Furnished on Employee's time	
From 12:30 P.M. to 4:30 P.M.	4 Hours at Straight Time Rate
During this period each employee is to be furnished a meal and ½ hour on company time to eat.	
To 8:00 P.M. - End of Shift	3 ½ Hours at 1 ½ Time Rate

SECOND SHIFT:

From 8:00 P.M. to 12:00 Midnight	4 Hours at Straight Time Rate plus 15%
Lunch Period, Employee Furnished on Employee's time	
From 12:30 A.M. to 4:30 A.M.	4 Hours at Straight Time Rate Plus 15%
During this period each employee is to be furnished a meal and ½ hour on company time to eat.	
To 8:00 A.M. - End of Shift	3 ½ Hours at 1 ½ Time Rate Plus 15%

TYPICAL SHIFT WORK
SCHEDULE "B"
TWO TEN HOUR SHIFTS

FIRST SHIFT:

From 8:00 A.M. to 12:00 Noon	4 Hours at Straight Time Rate
Lunch Period, Employee Furnished on Employee's Time	
From 12:30 P.M. to 4:30 P.m.	4 Hours at Straight Time Rate
From 4:30 P.M. to 6:30 P.M. End of Shift	2 Hours at 1 ½ Time Rate

SECOND SHIFT:

From 8:00 P.M. to 12:00 Midnight	4 Hours at Straight Time Rate Plus 15%
Lunch Period, Employee Furnished on Employee's Time	
From 12:30 A.M. to 4:30 A.M.	4 Hours at Straight Time Rate plus 15%
From 4:30 A.M. to 6:30 A.M. End of Shift	2 Hours at 1 ½ Time Rate Plus 15%

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 15%
Lunch Period, Employee Furnished on Employee's Time	
From 9:00 P.M. to 12:30 A.M. End of Shift	3 ½ Hours at Straight Time Plus 15%

THIRD SHIFT:

From 12:30 A.M. to 4:30 A.M.	4 Hours at Straight Time Rate Plus 15%
Lunch Period, Employee Furnished on Employer's Time	
From 4:30 A.M. to 8:00 A.M. End of Shift	3 ½ Hours at Straight Time Rate Plus 15%

TYPICAL SHIFT WORK
SCHEDULE "D"
TWO EIGHT-HOUR SHIFTS

FIRST SHIFT:

From 8:00 A.M. to 12:00 Noon	4 Hours 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 5:00 P.M. to 9:00 P.M.	4 Hours at Straight Time Rate Plus 15%
Lunch Period, Employee Furnished on Employee's Time	
From 9:30 P.M. to 1:30 A.M. End of Shift	4 Hours at Straight Time Rate Plus 15%

ARTICLE XIV
GENERAL CONDITIONS

HOLIDAYS

33. Holidays will be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday Following Thanksgiving Day and Christmas Day. When such Holidays fall on Sunday, they shall be observed on the following Monday, or if a New Year's Day or Christmas Day fall on a Saturday, then the Friday preceding such Holidays will be observed as such Holidays.
34. (A) Pay Day shall be once each week no later than the third day following the end of the Employer's weekly payroll period.
- (B) Employees are to be paid at the option of the employer by either:
- (1) Electronic deposit or debit card, as agreed between employer and employee, or
 - (2) Negotiable payroll check. If mailed, the employer will mail check such that check arrives no later than the fourth day following the end of the employer's payroll period.
- (C) If payday falls on a negotiated holiday payroll shall be due before such holiday. Any employee failing to receive wages by end of normal pay day shall charge straight time up to eight hours each day while waiting for his wages to be paid.
- (D) Upon termination of an employee, the contractor, upon request of the employee, will within five (5) working days send or mail a statement to the employee's last known address showing the hours worked and related contributions to be made to funds provided for in this agreement.

TERMINATION

35. (A) An employee terminated or discharged by the employer shall be paid all wages immediately. In the event the employee is not paid wages, waiting time at the regular straight time rate of pay shall be charged until payment is made. Waiting time shall not exceed eight (8) hours per day, seven (7) days per week. Minor discrepancies and normal payroll errors shall be excused. Exception to the above would be in the event that work completion extended beyond the end of the regular work day the balance of wages can be mailed the following work day.
- (B) TERMINATION SLIP Employer agrees that upon termination of the services of employees that employee shall be issued a uniform termination slip in triplicate signed by the owner, manager or other principal of the company stating reasons for termination, hire in date, termination date, company name and title of person signing slip. One copy shall be retained by the company, one copy issued to the employee and one copy shall be mailed to the union, especially when termination is other than Reduction in force (RIF). Termination slip will include the name, address and phone number of the employer.

APPRENTICES

- 36. (A) An Indentured Apprentice shall mean a person at least eighteen (18) years of age who is registered with the Bureau of Apprenticeship and Training - United States Department of Labor (BAT) and is enrolled to receive classroom and on the job training to fabricate, erect, and install all parts of a pipefitting job coming under the work jurisdiction of the union.
- (B) An Apprentice Applicant shall mean a person at least eighteen years of age who has made an application to enter the apprentice program.
- (C) "Apprentice Applicants" shall serve no more than two (2) years in said category and may at any time, subject to the requirements of the Joint Apprenticeship Committee, be advanced to indentured first year apprentice.
- (D) Length of term and conditions of employment in each category shall be as governed by the Joint Apprenticeship Committee, except as set forth in this agreement.
- 37. (A) The employer hereby agrees to employ the maximum number of Indentured Apprentices and abide by the Joint Apprentice standards, as established by the Joint Apprenticeship Committee.
- (B) The Committee shall have sole authority of defining and enforcing the number of apprentices on jobs, projects, or in shops that contractors and/or employers have and to which the ratio stated below is pertinent.
- (C) The ratio of Indentured Apprentices and Apprentice Applicants to Journeymen shall be as follows:

<u>Journeymen</u>	<u>Indentured Apprentice</u>	<u>Apprentice Applicant</u>	<u>Total</u>
1	1	0	1 to 1
3	2	1	3 to 3
5	3	2	5 to 5
8	4	3	8 to 7
12	5	4	12 to 9
16	6	5	16 to 11
20	7	6	20 to 13
25	8	7	25 to 15
30	9	8	30 to 17
40	10	9	40 to 19
50	11	10	50 to 21

NOTE: Continue after 50 Journeymen - one (1) Indentured Apprentice and one (1) Apprentice Applicant for every ten (10) Journeymen.

- 1. If Apprentice Applicants are not available Indentured Apprentices may be substituted.

2. In any event the number of apprentice applicants shall not be more than Indentured Apprentices or the number of Indentured Apprentices shall not be more than Journeymen.
38. The Joint Apprenticeship Committee or its authorized agent shall assign, or re-assign and/or rotate apprentices in related training and on-the-job training to assure the most efficient results in versatility, but only after notifying contractor and explaining the reason.
39. All First, Second and Third year Apprentices shall be allowed to perform all work covered by Article III, limited only by their capabilities, under the direction of a foreman or a journeyman.
40. All Apprentices shall be trained in every phase of work being performed by the employer. Fourth (4th) and Fifth (5th) year Apprentices (Probationary Journeyman) shall assume the same status as a journeyman, except the pay shall be at the Fourth (4th) and Fifth (5th) year Apprentices' rate and the Apprentice shall remain under the direction of the Joint Apprenticeship Committee.
41. The lay-off of Apprentices shall be in the ratio as the hiring only in the inverse order. Apprentices who quit or are terminated from a job shall not be reassigned to other work without first presenting his/her termination slip to the Apprentice Coordinator.

FOREMAN

42. The selection and number of foremen, and general foremen shall be at the contractors' option provided that the first employee hired by the employer on each job or shop shall be designated and paid as the foreman, who may work with the tools.

UNION'S REPRESENTATION

43. (A) The union may appoint a worker being paid not less than journeyman's scale to act as its steward and such person shall be allowed reasonable time to attend to the usual duties of a steward and such time shall be paid by the employer at the proper rate of pay. A steward, or designated assistant, shall be on the job at all times during the performance of the duties and work covered by this agreement. The union may, as well, appoint a shop steward for each employer.
- (B) The steward shall take the responsibilities of a steward seriously toward both the union and the employer; shall encourage fairness on the part of both parties; shall discourage petty grievances and shall be both tactful and diplomatic but also firm in the discharge of these responsibilities.
- (C) The steward shall restrict steward activities to the job of contractor on which he/she is employed.
- (D) Employer agrees that the Business Manager's designated business agent of the Union shall be given forty-eight (48) hours notice, before steward's services are terminated.

(E) It is further agreed that the Union will keep employer advised in writing, (a properly executed work order is sufficient written notice) of the job or shop steward appointments.

44. Any authorized representative of the union and the apprentice coordinator shall be allowed access to any shop or job at anytime where workers are employed under the terms of this agreement. It is agreed and understood that access shall be given by the duly authorized representatives of the employer, subject only to reasonable regulations of the owner of the premises.

45. The name of the above union representative, agents and stewards shall be furnished to the company in writing by the union upon written request. The union representative or agents shall make themselves known upon entering job or shop.

TOOLS & EQUIPMENT

46. The company owners hereby agree not to perform with their tools any work covered by the scope of this agreement.

47. There shall be no restriction of the use of machinery, tools or appliances used in connection with the work coming under the jurisdiction of the union; provided that all such machines or equipment are operated by employees covered by this agreement.

48. (A) All tools shall be furnished for all jobs by the employer, except for the minimum list of pipe fitters tools that are to be furnished on commercial and residential jobs by employees, and described in Paragraph 49 (C).
- (B) Effective April 1, 2003, the employer agrees to reimburse the employees (does not apply to Apprentice Applicant) employed on commercial or residential jobs as described in Paragraph 49 (A) at the rate of \$0.20 per man hour for each hour worked for furnishing, care, maintenance, transportation and replacement of the minimum list of pipe fitters' tools in Paragraph 49 (C).
- (C) The minimum tools to be furnished by the employees covered by this Agreement are each of the following:

Pencil	9" Level
2 - 14" Pipe Wrenchs	24" Level
Welding Hood	Plumb Bob
Wrap-a-round	Chalk Line
Striker	25' Tape
Phillip's Head Screwdriver	Channel Locks (420)
Screwdriver - slot (common)	12" Crescent
5/8" Cold Chisel	8" Créscent
Center Punch	Allen Wrench Set
Ball Pein Hammer, 16 oz.	Tri-square
Hacksaw Frame	Tool Box or Tray
Tubing Cutter up to 2"	

This is a representative list and may be changed by mutual agreement between the Mechanical Contractors Association of Houston, Inc. and Pipe Fitters Local Union No.211.

- (D) The employer will provide a safe and locked place for overnight storage of the tools furnished by the employees in Paragraph 49 (C). If tools are stolen from the employer's lockup, it shall be reported at once to the office of the employer and to the police. In this case the employer shall be responsible for replacing the tools.
- (E) Employees shall report to work with a complete set of tools in good condition. In the event an employee arrives on the job-site without his/her tools, every reasonable effort will be made to put the employee to work that day in a productive manner. If that is not possible, the employee will be allowed to leave the job-site, at employee's own expense to obtain the tools and return to work the same day.

49. Welding gloves shall be furnished by the employer, to employees employed as welders only, subject to the following conditions:

- (A) The welder must exchange the welding gloves for new welding gloves, regardless of the condition.
- (B) The employer shall not be required to furnish any other gloves, sleeves, aprons, trousers or any other type of wearing apparel or attire, except when required for safety of the employee.

MEALS

50. (A) When an employee is required to work continuously in excess of ten (10) hours, he shall at the end of the tenth (10) hour, and each four (4) hour period thereafter, be supplied with a box lunch and drink or a food allowance for the purchase of food and drink in a conveniently located eating place and a maximum of thirty (30) minutes lunch period allowed, on company time, at the prevailing wage rate.

Example:

- 1) If quitting time is 6:30 P.M. no meal is involved.
- 2) If quitting time is between 6:30 P.M. and 11:00 P.M., employee must be supplied with a meal or food allowance and allowed thirty (30) minutes to eat at 6:30 P.M.
- 3) If quitting time is between 11:00 P.M. and 3:30 A.M., employee must be supplied with a meal or food allowance and allowed thirty (30) minutes to eat at 11:00 P.M.
- 4) If quitting time is between 3:30 A.M. and 8:00 A.M., employee must be supplied with a meal or food allowance and allowed thirty (30) minutes to eat at 3:30 A.M.

(B) Food allowance shall be as follows:

April 1, 2003 - \$10.00

April 1, 2004 - \$10.00

- (C) Any deviation on the job shall only be discussed by the employer with the steward. Any deviation agreed to in a pre-job conference shall be reduced to writing and signed by the business manager of the union and the employer.
- (D) When an employee is called out to work after their regular shift, employee shall receive the foregoing benefits of Paragraph 51 if he/she is required to work in excess of four (4) hours on such call out.

TRAVEL & EXPENSES

51. When an employee is instructed by the employer to travel from his/her home to an out-of-town job, or from an out-of-town job to another or from an out-of-town job from which he/she has been laid off to another job, the employee will be paid transportation allowance and traveling time at the appropriate wage rate. If transportation is by employees automobile he/she will be allowed the internal revenue service allowed rate. If by other means of transportation, such transportation allowance will be paid by the employer at actual cost. When requested to stay away from home over night, any employee shall be reimbursed for meals and lodging at reasonable rates which, when not previously established shall be substantiated by receipts. It is further agreed and understood that expenses will be based on the employee staying in such motels as the Ramada Inn, Holiday Inns, etc. or if they be staying with relatives or other kin they would be reimbursed the same as if they were staying in the above set forth establishments and may turn in expenses based on such establishments rates. An employee quitting without just cause will not be entitled to return transportation. Transportation shall be by the most direct route. Out of town job is a job located outside the geographical jurisdiction of Local 211.
52. When an employee is instructed by the employer to report on an out-of-town job, employee shall be paid traveling expenses as outlined in the above paragraph. In case any circumstances pertaining to the project or job arises outside of the employees control and employee is not placed on the job, or work has been halted because of circumstances beyond the employee's control, employee shall be paid a minimum of eight (8) hours pay at the regular rate per day. Out-of-town jobs mean outside of the geographical jurisdiction of the union, as defined in Article IV above.

HEALTH & SAFETY

53. The company shall provide necessary Health and Safety equipment on all machines and for all employees sanitary and adequate toilet facilities, clean healthful eating places, running water for washing up, where available, adequate clothes change facilities and cold sanitary drinking water.
54. First aid equipment in keeping with the requirements of law shall be provided by the employer and a person qualifying in first aid available at all times.

55. The union and the employer shall establish the following safety program for the purpose of enforcing safe conditions among the employees covered by this agreement and shall be alert to correct unsafe acts or conditions to protect the life, health, safety and welfare to all employees covered by this agreement.
- (A) Contractor shall provide protective clothing and other safety items when required. When such items are furnished and not used by employee, such violation shall constitute grounds for discharge.
 - (B) One hard hat will be issued to each employee when required. Upon termination of employment, hard hats shall be returned to employer, otherwise cost of hard hat will be deducted from the employee's salary at the exact cost to the employer. The employer must be in receipt of issuing hard hats to the employee.
 - (C) Work Area: Scaffolding and ladders shall be provided, maintained and used in strict accordance with standard safety procedures and codes.
 - (D) All electrical hand tools and equipment shall be grounded in accordance with the applicable safety codes.
 - (E) Defective tools such as burred chisel heads, sprung wrenches, split handles, defective cables or ropes, etc., must not be used, but must be returned to the shop or tool room for repair or replacement.
56. A safety committee composed of three (3) representatives of the union (President, Business Manager and Business Agent), three (3) representatives from the employers which shall meet at least quarterly, shall be established. This committee will be responsible for the establishing and administrating of a comprehensive safety program. All complaints regarding safety procedures which cannot be resolved at the project level shall be referred to this safety committee.
57. When an employee is injured on a job and returned to the same job, by the doctors orders, but has written authority from the doctor to report back to his office during his regular work hours, he shall be paid for the time off including going to and coming from the doctors office from job. Transportation to and from the doctors office from job site, on the day of, and in response to the injury, is to be furnished by the employer.
- In the event an employee chooses to select his own doctor for medical attention after the first day of injury or illness, such follow up visits shall be scheduled so as to minimize time away from the job. The employee shall be allowed actual hours, up to four (4) hours on company time for such follow up visits as ordered by his own doctor.
58. Any employee covered by this agreement shall not be required to undergo a physical examination as a condition of employment.
59. If the owner or awarding authority requires any additional tests in order to perform work on their job site the employer has the right to require these additional tests.

60. For all employees covered by this agreement, the employer will carry workmen's compensation insurance with a company authorized to do business in this state and a certificate must be posted as provided by law, and a copy furnished the union on request. The employer shall provide social security and such other protective insurance as may be required by laws of the State and the Federal Government, and make contributions to the Texas Employment Commission and pay the Federal Employment Tax for all employees covered by this agreement.
61. It is agreed by the employer that when employees are required to do such work that their work clothes are damaged beyond ordinary wear, due to the nature of the work, the employer will pay for such damaged work clothes. This does not constitute agreement for the employer to pay for normal wear and tear on clothes.

PARKING:

62. Parking shall be furnished by the employer. Designated parking shall be paid for by employer where free parking is not available or provided. Employees must present ticket or receipt to employer for reimbursement weekly. When offsite parking is furnished, workers shall be at their place of work at the starting time and shall be allowed reasonable and sufficient time, to be agreed upon between union and employer, to be off the job site at quitting time.
63. A meeting between union and mechanical contractors association representatives will be held on a quarterly basis to discuss items of mutual interest.
64. The employer agrees to cooperate fully with the union in providing information for wage surveys.

ARTICLE XV
EQUITY CLAUSE

65. The union further agrees that during the life of this agreement if the union negotiates a construction and/or erection agreement with an employer, covering the same type and character of work in the same territory for wages less than those stipulated in this agreement, or upon terms or conditions less favorable to employees than those stipulated in this agreement, in such event such lower wages or less favorable conditions and terms shall accrue to the benefit of employers under this agreement, and shall automatically become a part of this agreement providing the union does not correct such conditions within one (1) month from the time of notice of such writing.

ARTICLE XVI
STRIKES AND LOCKOUTS

66. During the life of this agreement there shall be no slow down or stoppage of work or strikes, (including jurisdictional, or lockouts). It shall not be a violation of this agreement or the no-strike clause, if employees covered by the scope of this agreement refuse to cross a picket line established in accordance with the rules of the Building and Construction Trades Council.

67. It is agreed and understood that the union, in making this agreement, as set forth in Paragraph 68 of this Article, is acting merely as an agent for the employees covered by this agreement and shall, under no circumstances, be liable for any monetary damages caused by strikes, breaches, or defaults under Paragraph 68 of this Article, unless it can be proven that the union has authorized such strikes, or such strike, breach or default is in violation of official action of the membership.

ARTICLE XVII
SUPPLEMENTS TO AGREEMENT

68. Any supplements to this agreement which may be agreed by the union and the employer and signed by their duly authorized representatives shall become part of this agreement. This agreement constitutes the entire understanding and agreement between the parties. Neither the Constitution of the United Association, except for establishing the jurisdictional work claims of the union, nor the Local's By-laws shall be considered a part of this agreement, nor used in the interpretation thereof. This agreement may only be amended by reducing the amendment to writing, signed by the duly authorized representatives of the union and the employer.

ARTICLE XVIII
SEVERABILITY CLAUSE

69. It is not the intention of either party to this agreement to violate any laws of the State of Texas or any federal law. If any provision becomes invalid or illegal by reason of any now existing or hereafter enacted statutes, or laws, such shall be deemed to be deleted here from, but the legality and validity of the other provisions hereof shall not be effected thereby and shall continue in full force and effect. In such event, the parties agree to meet immediately to negotiate a lawful provision in lieu thereof.

ARTICLE XIX
DURATION

70. (A) This agreement shall be effective on April 1, 2003 and shall continue in full force and effect through March 31, 2008.
- (B) This agreement shall be considered renewed from year to year thereafter, unless either party to this agreement shall give written notice to the other of its desire to terminate, modify or change this agreement, such written notice to be given not less than sixty (60) days prior to said date or annual anniversary date. It is also agreed that negotiations shall commence within thirty (30) days after the date the last notice is given.

ARTICLE XX
INDUSTRIAL RELATIONS COUNCIL

71. (A) If local facilities to resolve disputes over wages, hours or working conditions have failed of settlement, both parties agree to submit the dispute to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry, and further agree that all terms and conditions of this agreement shall continue in full force and effect, pending final and binding decision

by the Industrial Relations Council.

- (B) The provision of this Article may be terminated when both parties jointly agree in writing not less than 60 days prior to the expiration of the agreement in effect at the time.

ARTICLE XXI
INTERNATIONAL TRAINING FUND

- 72. (A) Commencing on April 1, 2000 and continuing for the duration of this Collective Bargaining Agreement and during any negotiations for a successor to this Collective Bargaining Agreement, the Employer agrees to contribute to the International Training Fund five cents (\$0.05) for each hour, or portion thereof, for which an employee is paid or entitled to payment for performance of duties for the Employer (each overtime hour shall be counted as one regular hour for which contributions are payable).
- (B) Contributions set forth in subparagraph 74 (A) shall be paid starting with the Employee's first day of employment in a job classification covered by this Collective Bargaining Agreement.
- (C) The payments required by subparagraph 74 (A) shall be made to the "International Training Fund" maintained under a Restated Agreement and Declaration of Trust ("Trust"). The Employer agrees to be bound by all the terms and conditions of the Trust and the terms of the Trust are incorporated into this Collective Bargaining Agreement by reference. The Employer ratifies, accepts and designates as its representatives the Employer Trustees serving under the terms of the Trust as well as such future Employer Trustees who may be appointed pursuant to the terms of the Trust. The employer hereby acknowledges receipt of a copy of the Trust.
- (D) It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made on behalf of all Employees covered by the Collective Bargaining Agreement.
- (E) If an Employer fails to make contributions set forth in subparagraph 74 (A) within fifteen (15) days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of this Collective Bargaining Agreement to the contrary notwithstanding. In addition, the Employer shall be liable for interest and liquidated damages as provided in the Trust. If a lawsuit is filed, the Employer shall also be liable for all costs, fees, audit costs and court costs. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

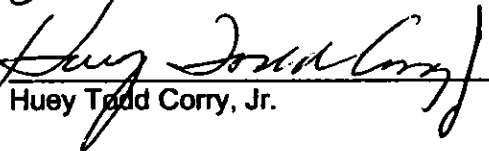
Executed and signed this 31ST day of MARCH, 2003.

For Mechanical Contractors Association
of Houston, Inc.

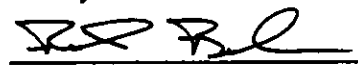
For Pipe Fitters Local Union No. 211


James N. Letsos, III



Tommy Self, Business Manager


Huey Todd Corry, Jr.

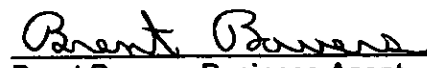

Chuck Hooper, President


Rick Beeler


Kenneth Edwards, Financial
Secretary/Treasurer


J. DeWitt Morrow, Jr.


Brian Barnett, Business Agent


Brent Bowers, Business Agent


Jim Rice, Business Agent


James Taylor, Business Agent


R. Steve Dement, Apprentice Coordinator