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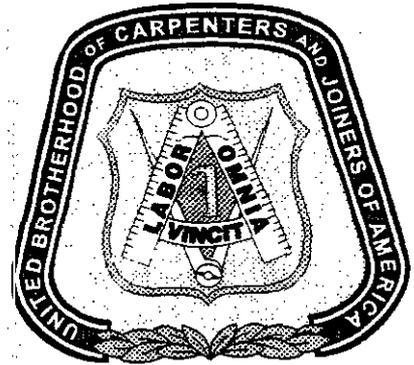
**Labor Agreement**

**Between**

**New Mexico Building Branch,  
Associated General Contractors**

**And**

**Southwest Regional Council of Carpenters**



**For the Period  
June 1, 2007 through May 31, 2010**

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THIS AGREEMENT entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between NEW MEXICO BUILDING BRANCH, ASSOCIATED GENERAL CONTRACTORS, (hereinafter referred to as AGC or the ASSOCIATION), and the SOUTHWEST REGIONAL COUNCIL OF CARPENTERS (hereinafter referred to as the UNION);

The CONTRACTORS desire to be assured of their ability to procure employees for all the work they may do in the State of New Mexico in sufficient numbers and skill to assure continuity and quality of work in the performance and completion of their construction contracts.

It is the interest of all parties to establish uniform rates of pay, hours of employment and working conditions which shall be applicable to all workmen represented by the UNION and performing work for the CONTRACTORS as such work is hereinafter defined in this Agreement, and to provide for peaceful and harmonious relationships during the term of this Agreement.

IT IS AGREED:

## **ARTICLE I – COVERAGE AND RECOGNITION**

1. **Coverage:** Shall cover the entire State of New Mexico.

A. **Construction:** This Agreement shall apply to building construction.

B. **Definitions:**

1. "Building Construction" and "Construction" shall mean; i) the construction, erection, alteration, repair, modification, addition to or improvement in whole or in part, or demolition, of any building structure; ii) the installation, operation, maintenance and repair of equipment and other facilities used in connection with the performance of such building construction and performed at the job site, but excluding manufacturer's warranty repairs.
2. "Building Structure" shall include all buildings, whether residential, commercial, industrial, governmental, or for the Department of Defense.

3. This shall include any work connected with new construction, alterations or repairs of metal stud framing, drywall installation, acoustic ceilings and EIFS Systems. This section is not limited to the above.

4. There is excluded from this Agreement all road, highway, and street work; the paving of parking lots; and all work incidental to any of the foregoing.

**C. Yard Shop and Warehouse Work.** All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement, shall also be subject to the terms and conditions of this Agreement, and except when yard, shop or warehouse work is performed under the terms of other Agreements with the UNION.

**D. Observance of Agreement in Subcontracts.**

1. Every subcontract for construction, covered under the terms of this Agreement, granted by a contractor shall require that the subcontractor observe all the terms of this Agreement.

2. Each Contractor shall be responsible for payment of all wages and fringe benefits owed by any subcontractor to any workman covered under this Agreement or to any Fund specified in Article IX, for work performed on the Contractors job, provided that written demand is sent to the subcontractor, with a copy to the contractor, and payment has not been made within five (5) working days after receipt of such demand by the subcontractor.

3. As used in this Agreement: Subcontracting is the performance on the jobsite of covered construction, by any person, firm or corporation pursuant to Agreement with a

contractor or with a subcontract. A subcontractor is one who performs subcontracting, and the terms includes a subcontractor of a subcontractor

4. If a signatory general contractor receives competition from a non-signatory general contractor, this clause may be waived for wood-Framing, drywall and metal studs to which drywall is applied, insulation, acoustical ceilings, formwork, millwork/cabinets traditionally not installed by the contractor with his own forces.
5. Moreover, a package bid or combination bids where the major portion of that package or combination is drywall may also be waived.
  - a) In both cases, the following provisions must be met:
  - b) The general contractor must give five (5) days notice to the Union of his intent to waive this clause, and
6. The work which is being waived is not work traditionally performed by the contractor (general or sub) with his own forces.
7. The general contractor will seek bids from Union subcontractors for work described in paragraph d. (1) if the Union subcontract bids which are received are non-competitive, and a non-union subcontractor is used, the general contractor will so notify the Union within forty-eight (48) hours of bid time, Saturdays, Sundays and Holidays excluded.

At the option of the Union, the general contractor will arrange a meeting of a representative of the Union, the subcontractor, and a representative of the general contractor, to discuss the possibility and merits of a labor Agreement prior to the subcontractor starting work on the project. If an agreement is not reached between the subcontractor and the Union, and if the general contractor uses the non-union subcontractor, this subcontractor clause is waived.

2. **Union Recognition.** The Union claims, and the Contractor acknowledges and agrees, that a majority of its employees have authorized the Union to represent them in collective bargaining. The Contractor hereby recognized the Union as the exclusive bargaining representative under Section 9(1) of the National Labor Relations Act of all full-time and regular part-time employees performing construction work within the craft jurisdiction of the Carpenters on all present and future jobsites in New Mexico. The jurisdiction of the UNION shall be that which has been historically defined by the Building and Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations and as it may be further defined through jurisdictional agreements, decisions and awards.
3. **Association Recognition.** The UNION recognized the ASSOCIATION as the sole and exclusive collective bargaining representative for those of its members whom it authorized to represent in collective bargaining, and any other contractors who become signatories hereto, as provided in Article XIV.
4. **Excluded Employees.** Notwithstanding anything contained herein to the contrary, the following categories of the CONTRACTORS' employees shall not be covered by the provision of this Agreement: executive; general superintendent; assistant general superintendents; civil engineers; engineers employed as engineers; engineering technicians; all supervisory employees and guards as defined in the National Labor Relations Act, as amended; timekeepers; messenger boys; office workers; and any other classes of employees which may be excluded from coverage under the National Labor Relations Act as from time to time amended.
5. **Effect of Agreement:**
  - a. This Agreement applies to all construction work performed in New Mexico by CONTRACTORS. However, if the UNION enters into an Agreement with any

employer covering construction in any part of New Mexico, which Agreement provides for wages lower than 10 percent of current negotiated rates than this Agreement (all hereinafter referred to as "more favorable terms") then such more favorable terms shall forthwith become part of this Agreement and shall supersede the wage rates, regardless of whether such agreement is limited to one or more employers or covers less than the geographic jurisdiction of the Union. The Union will notify the association of its intent to negotiate other Agreements (project or otherwise) with any contractor for any project within the State of New Mexico. Upon completion of such negotiations, the Union will notify the association of the terms and conditions of any such agreement. This Article 1 (5.) (a) may be reopened mutually by the association and the union.

6. **Work Preservation Committee:** Relief may be granted to signatory contractors (General Contractor and Subcontractor) on any job with open shop competition. On such "targeted jobs", the union shall notify the association, in writing, in advance of the bid opening of any special terms and conditions offered on these targeted jobs. It shall be the responsibility of the individual contractor to obtain this information from either the association or the union, When signatory contractors consistently experience open shop competition on private works projects, they may request relief from a "Labor Management Committee", appointed jointly by the Association and the Union. This committee will discuss definitions of work covered under the Agreement and will communicate its interpretations of these definitions to all signatory contractors who are bidding or negotiation that project. The Committee will meet at least once per quarter and at the call of either party. The parties also agree that these procedures may be amended mutually at any time during the course of this Agreement.

## ARTICLE II – HARMONY AND COOPERATION

1. **Management Rights:** The Employer retains full and exclusive authority for the management of its operations, except as expressly restricted by this Agreement. By way of illustration only, and not limiting either as to authority or types of authority retained, this authority shall include, but not be limited to, the following. The Employer shall direct his working forces at his sole prerogative, including but not limited to, hiring, promotion, transfer, lay-off, or discharge. No rules, customs, or practice shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employer may utilize the most efficient methods or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design.

The Employer shall schedule work, and shall determine when overtime will be worked; provided, however, that no employee shall be required to work under any conditions that are injurious to his health or safety, as provided in the Federal or State regulations governing construction. The selection of craft foremen over workmen of their respective crafts shall be entirely the responsibility of the employer.

2. **Meetings:** The representatives of the Union and of the Association shall meet on problems of mutual interest at such times and places as may be agreed to by their respective chairmen.

3. **Pre-Employment Conferences:** Prior to commencing work on a project, CONTRACTORS' representatives and UNIONS' representatives shall hold a pre-employment conference at the request of either party.

4. **Public Construction Projects:** The parties will cooperate on public construction projects, federal and state, to the end that authorized construction projects shall be awarded to the contract

construction industry and that contracting officials will be accurately and fully informed as to fringe benefits and prevailing rates of pay hereunder.

5. **List of Contracts:** Within 48 hours after receipt of a written request from the Council, a Contractor shall furnish the Council with a list of all contracts and subcontracts entered into for a specific job.

### **ARTICLE III – ACCREDITED REPRESENTATIVES AND STEWARDS**

1. **Access:** Accredited representatives of the UNION shall have access during working hours to all open jobs. Access to jobs being put in place under governmental restrictions shall be subject to the regulations prescribed by the owner. Accredited representatives shall not unnecessarily delay workmen or the progress of the job during working hours. Contractors agree to assist Union toward securing access to closed jobs. “Closed” and “Open” refer to jobs on which Federal government security clearance is necessary for personnel.
2. **Stewards:**
  - a. A craft steward may be designated in writing by a business representative of the Union for each job, out of the employees currently working on the job.
  - b. The Steward shall be permitted on a job at all times; shall be a working employee; and shall not be subject to discharge on account of Union activities. Such activities shall not unreasonably interfere with the Steward’s work for the Contractor. A Steward can be discharged for cause without twenty-four (24) hours notice.
  - c. The Contractor shall be notified in writing of the selection of each steward. The Contractor shall give the Council prior written notice twenty-four (24) hours before discharging a steward and reason for discharge. This twenty-four (24) hour notice shall cover transfer or reassignment of a Steward.

d. The Steward's duties shall include, but not necessarily be limited to, the following:

1. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.
2. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
3. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without the job referral.
4. Report to the Contractor's designated representative any work belonging to the craft being done by nonunion men or by workmen of another craft.
5. Report to his business representative any grievances, which have not been resolved under step 1 of the grievance procedure (Article VIII 2a).
6. Report to his business representative any employee covered by this Agreement who leaves the job site without giving the employer and job steward prior notice.
7. Report any reckless or unsafe working conditions or employees' working in an unsafe manner on the job site to the Contractor's designated representative or his business representative.
8. In case of injury to an employee, the steward shall care for the injured employee's tools.
9. The steward shall suffer no lost time in the performance of his duties as outlined or in the securing of weekly reports.
10. The job steward shall not cause or encourage a work stoppage, and shall not encourage, or cause, any employee to leave a job, or discourage any employee from

reporting or cause any employee not to report, for work. Violation of this subparagraph shall constitute cause for immediate discharge.

#### **ARTICLE IV – SETTLEMENT OF JURISDICITONAL DISPUTES**

1. **No Strikes:** There will be no strikes, no work stoppages, slowdowns, or other interferences with the work because of jurisdictional disputes.
2. **Work Assignments:** Work shall be assigned by the Employer in accordance with the definitions in Article I, 1(a) and 1(b) of the Agreement. If a dispute arises, the Employer's assignment shall be followed until the matter can be resolved mutually using procedures defined in Article VIII or by other mutually agreed upon procedure.
3. **Tools of the Trade:** The following tools shall be considered "tools of the trade".
  - a. **Welding torch:** The welding torch is a tool of the trade having jurisdiction over the work being welded. Craftsmen using the welding torch shall perform any of the work of their trade and shall work under the supervision of the craft foreman.
  - b. **Trucks and Forklifts:** Trucks (one ton and under) and forklifts may be operated by members of this union for the transporting of tools, materials, and equipment related to their work.
4. **Two Hours Unrelated Work:** The employer may assign work normally performed by carpenters to members of another union provided that: (1) this work does not exceed two man hours per day and (2) this other union agrees to this same language in its collective bargaining Agreement.

#### **ARTICLE V – UNION SECURITY**

1. **Employer's Freedom:** Subject only to the limitations of this Agreement, the CONTRACTORS shall have entire freedom selection in hiring. The CONTRACTOR may discharge any employee

for just cause provided there shall be no discrimination against any employee by reason of any UNION activity which does not interfere with the proper performance of his work.

2. **Union Shop:** As a condition of employment, every employee performing construction work within the jurisdiction of the Union, and not a member of the Union at the time of employment, shall, after the seventh day following the beginning of such employment or the effective date of this Agreement, whichever is later, offer to become a member of the Union and tender the uniformly required initiation fees and dues, and all employees who are or who become members of the Union shall remain members in good standing of the Union during the term of this Agreement, provided that the construction and application of this provision shall be subject to Section 8 (a)(3) of the National Labor Relations Act as amended.
3. **Enforcement of Union Shop:** If an employee fails to tender initiation fees and/or dues uniformly required as a condition of acquiring or retaining membership in good standing, and the Union requests the Contractor to terminate the employment of such employee for such reason, the Union shall:
  - a. Inform the Contractor in writing of the specific reason for the request, including dates and other pertinent data, with a copy to the employee.
  - b. The written request shall be made on the official letterhead of the Union, over the signature of the business agent or other responsible official of the Union.
  - c. Prior to the termination of employment by the Contractor due only to failure to tender such initiation fees and/or periodic dues as are required by the Union, and in conformity with Section 8 (a)(3) of the National Labor Relations Act, upon notice to the Contractor, the employee shall have three (3) days within which to correct the matter complained of.

4. **Save Harmless:** The UNION agrees to indemnify, defend, save and hold the CONTRACTOR harmless from all liability, loss, cost, expense and damage, including, but not limited to, legal fees, wage or other charges, resulting from any action taken, or omission to act, in good faith by any CONTRACTOR in reliance upon such written requests.

## **ARTICLE VI – NON-DISCRIMINATORY REFERRAL PROCEDURE**

In the employment of workmen for all work covered by this Agreement in the territory described, the following provisions shall govern:

1. The Local Unions shall establish and maintain open and nondiscriminatory hiring lists for work covered by this Agreement. It is agreed by the Employer and the Union to fully comply with all provisions of the Federal and State laws to the end that no person shall, on the grounds of sex, race, color, national origin, be excluded from participation in or be denied the benefits of the terms of this Agreement or otherwise subjected to discrimination by not having full access to the terms of this Agreement. The Southwest Regional Council of Carpenters Hiring Hall Procedures are herein included, by reference.
2. **Exclusive Procedure:** The Contractor shall notify the Union of the need for workmen coming within its jurisdiction and the Union shall refer workmen to the Contractor as provided herein. The Contractor shall hire only such workmen as are referred by the Union in writing, except as otherwise provided for in this Agreement.
3. **Registration Facilities:**
  - a. Registration facilities at Union referral hall shall be available, as a minimum, between the hours of 7:30 am through 5 pm., Monday through Friday, holidays excepted

- b. Applications for employment will be registered by the Union in the order in which they appear for registration, on whichever group list represents the highest preference group for which the applicant qualifies.
- c. Any registrant, who is rejected by a Contractor, as provided in this Agreement shall be immediately restored to his prior place within his group list and shall be referred to another Contractor in accordance with the position of his/her group and his/her place within the group.
- d. Registrants on a referral hall group list not referred to a job within the calendar month of their original registration or re-registration must re-register between the first and fifth day of each month. Registrants who fail to re-register will be dropped from the group list.

**3. Order of Referral:**

- a. Eligibility for referral starts with applicant's personal request for their name to be placed numerically on the out of work list. (First come, first served)
- b. The Union shall maintain a register of all applicants so qualified, established on the basis of the groups listed below, each applicant being registered in the highest priority group for which he/she qualifies.
  - 1 **CARPENTER LIST.** Journey-worker Carpenters, layout, form builders and setters, framers, finish, and welders.
  - 2 **INTERIOR SYSTEMS LIST.** Journey-worker Dry-wallers, metal framer, lather, acoustics specialist, layout and welder.
- c. The Employer may request by name any qualified worker whose name is on the out of work list.

1. The Union shall dispatch Apprentices, other than those called by name as stated above, from the out of work list in the order that the Apprentice signed the out of work list regardless of the Apprentice' training period.

d. It shall be the responsibility of the Employer when requesting workers to give the Local Union all of the pertinent information relating to the work assignment to enable the dispatch of the workers required.

4. **Hiring Hall Fees:** In order to help defray the cost of providing hiring hall services to the workmen and employers, the signatory Unions may charge a registration fee, not to exceed the reasonable proportionate cost of operating the referral hall, to any applicant who is not a member of the Local Union when he seeks to register.

5. **48 Hours Notice:** The Contractor shall be free to recruit sufficient workmen outside the referral hall, and provide such workmen need not be registered, in either of the following events: (a) If Union referral facilities fail to provide required workmen sufficient to fill the Contractor's request within forty-eight (48) hours following such request (Saturdays, Sundays, and holidays excepted); or (b) where it is apparent that referrals cannot be made by the Union within the required forty-eight (48) hours, in which event the Union shall promptly so notify the Contractor. In either case, the Contractor shall notify the Union weekly, in writing, of any such hiring.

6. **Right to Reject:** The Contractor may reject any Union referred applicant for any reason other than Union or Non Union status. The Contractor shall maintain a written record of referred applicants who have been rejected for employment, together with the reason for such rejection. Such records shall be made available to the Union upon request.

THE CONTRACTOR SHALL FURNISH A TERMINATION FORM FOR EACH EMPLOYEE EMPLOYED UNDER THIS AGREEMENT AT THE TIME OF TERMINATION, BUT NO

LATER THAN TWENTY-FOUR (24) HOURS AFTER TERMINATION, TO THE APPROPRIATE HIRING HALL WITH A COPY TO THE EMPLOYEE, LISTING THE DATE, THE REASON FOR TERMINATION AND ELIGIBILITY FOR REHIRE. THE CONTRACTOR MAY USE A FORM SUPPLIED BY THE UNION OR THE CONTRACTOR.

7. **Posting:** A full copy of the Southwest Regional Council of Carpenters Hiring Hall Procedures shall be posted in plain view and made available for inspection by applicants for employment and employees, at the referral hall, at or near the place of registration, at each building site, at each Contractor's permanent office and at any other place where notices to employees and applicants are customarily posted.
8. **Areas Excluded:** This Article shall have no application to construction work to be performed or put in place in an area so remote that the Union cannot provide registration and referral service through a referral hall for the site or project, of which fact the Union shall promptly notify the Contractor, or when, due to some governmental rule or regulation, the registration or referral provisions herein cannot be lawfully applied to a site or project.
9. **Referral Hall Defined:** For the purpose of this Article, the term "referral hall" shall be any office or building space in the charge of a Union representative in possession of the required employment records, and having adequate personnel and facilities for the registration and referral of applicants for employment and the maintenance of records and supplying of information as required herein. The Union shall furnish a list of referral halls on request.
10. **Apprentices:** The term "applicants for employment: as used in this Article shall be construed to include applicants for employment as apprentices. All apprentices referred, shall be certified by the referral hall as registered by a joint Apprenticeship Committee or group.

**11. Save Harmless:** Should either the Contractor or Union violate, or fail to comply with, any of the terms or condition of this Article, by discrimination or otherwise, and thereby cause liability to be asserted against or imposed on the other, the non complying party shall indemnify, defend, save and hold the other harmless from any and all liability, loss, cost, expense and damage, including, but not limited to, legal fees, wages or other charges incurred by reason of such conduct.

**12. Violation:** If an applicant for employment who has legally registered on an out-of-work list be denied employment through an employer's violation of the hiring hall provisions, and only after an initial warning in writing from the Union, the employer shall be liable for the applicant's full wages and other benefits for eight (8) hours pay. If the employer refuses to correct the violation when notified by the Union, the pay will continue until the matter is corrected.

#### **ARTICLE VII – UNIVERSAL-WORKING-RULES:**

**1. Straight Time:** Single daytime shift, eight (8) consecutive hours exclusive of lunch period, shall constitute a day's work. Forty hours (40), from Monday through Friday, exclusive of lunch periods, shall constitute a week's work. Such work shall be paid for at the applicable straight-time rates set forth in the wage schedules attached hereto.

**a. Four (4) Ten (10) Hour Days:** A contractor may, provided he so states to the Union in writing prior to the start of a job, may work four (4) ten (10) hour days per shift but no more than ten (10) hours per shift at the straight time rates. Overtime rates as applicable shall apply to all time worked in excess of ten (10) hours per day, forty (40) hours per week, Saturdays, Sundays, and Holidays, shall be at overtime rate.

**b. Rolling 40's** can be worked by two separate crews consecutively, i.e.) first crew works Monday through Thursday. Second crew works Friday through Monday. Overtime rates as

applicable shall apply to all time worked in excess of ten (10) hours per day, forty (40) hours per week and Holidays.

c. Starting and quitting times, once established, shall be uniform and consistently applied.

2. **Overtime:** It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, it will be kept to a minimum.

a. **Time and One-Half:** The following time worked shall constitute overtime to be paid for at the rate of time and one half the applicable straight time rate set forth in the wage schedules attached hereto:

1). Hours in excess of eight (8) in any one day; except as provided in (1) above; hours in excess of forty (40) in any week.

b. A non working day (except Sundays and Holidays) may be used to make-up time lost in the week immediately preceding the make-up day and time will be paid at the straight-time rate, provided however, such make-up work will be performed by employees of the employer covered by this Agreement and employed on the job during the week in which time was lost and that such make-up work be on a voluntary basis only and no employee shall be discharged for his refusal to perform such work. A holiday shall not be considered a "lost day" for purposes of this Agreement.

c. **Double Time:** All work on Sundays and Holidays

3. **Additional Overtime Provision:**

a. When an employee is called out or otherwise required to report to work without at least a complete work shift off since his previous shift, all such call out time shall be

paid at the applicable overtime rate until he shall have had an eight (8) hour rest period or a complete work shift off. Likewise, any employee working on an overtime basis will continue to draw the overtime rate until such time as he has had an eight (8) hour rest period or a complete work shift off. Any employee called out shall be guaranteed four hours pay at the appropriate overtime rate.

- b. Any employee working a total number of hours in excess of eight (8) on one or more shifts during a twenty-four (24) hour period shall receive the applicable overtime rate for hours worked in excess of eight (8).
- c. Work performed in excess of five consecutive hours without a thirty (30) minute lunch period shall be paid for at one and one-half times the straight time hourly rate until a thirty (30) minute lunch period has been provided.
- d. No work shall be performed in excess of ten consecutive hours unless a second lunch period of at least thirty (30) minutes is furnished and the employees are paid at the applicable overtime rate therefore.
- e. In the event the particular work in progress can be completed within the eleventh hour, it may, upon mutual consent, be continued to completion without interruption, provided the Contractor pays for the lunch period at the applicable rate.

#### **4. Multiple Shifts:**

- a. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided the Union is notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.
- b. If the Contractor elects to work the day shift between 8:00 a.m. and 5:00 p.m., that shift shall work eight consecutive hours, exclusive of a thirty (30) minute lunch

period. Second shift shall work seven and one half consecutive hours, exclusive of a thirty (30) minute lunch period, for which working time employees on the shift shall receive eight (8) hours pay at straight time rates, Mondays through Fridays. The third shift shall work seven (7) consecutive hours, exclusive of a thirty (30) minute lunch period, for which working time employees on the shift shall receive eight hours pay at straight time rates, Mondays through Fridays. On three-shift operations, all time worked on the third shift shall be deemed to have been worked on the same day as the first shift started.

5. **Show-Up Time:** Any employee on the payroll of the Contractor or any workman referred to a job who reports for work at the regular starting time and for whom no work is provided, shall receive two (2) hours pay at the applicable rate, unless he has been notified before leaving home not to report, or has been discharged, laid off or has voluntarily quit the employer on the same job. Any employee who reports for work and for whom work is provided shall receive not less than two hours pay and, if more than two (2) hours are worked in any one day, shall be paid for actual time worked; provided that in either situation, the employee shall be paid only for time worked if he has been prevented from working for reasons beyond the control of the Contractor, inclement weather, or breakdown causing discontinuance of a major unit of the project, and has not been required or requested to remain on the project by the Contractor or his agent. Employees referred under Article VI to Contractors jobs that arrive in an unfit condition for work, without proper tools or credentials, who are not ready to go to work. Or who are not otherwise qualified, shall not be paid for show-up time. Each employee will furnish his employer with his current address and telephone number, if any.

**6. Payment of Wages:** Employees shall be paid weekly on the jobsite during working hours; no more than five (5) days pay shall be withheld from an employee's wages. Failure to pay by quitting time on the established payday shall make the employer subject to the penalty set forth below:

- a. Any employee who is laid off or discharged during the employer's regular office hours and who is not paid the wages due him within his regular work shift, shall be entitled to eight (8) hours pay at his regular straight time rate for each twenty-four (24) hour period or fraction thereof between the end of his last shift and the time he is paid in full; provided that the employer shall be required to pay such an employee only during regular office hours. In no event shall penalties under this rule accrue against a Contractor for Saturdays, Sundays or Holidays, unless work has been normally scheduled for such days. Any employee who quits shall be paid on or before the next regular payday.
- b. When discharge occurs outside the employer's regular office hours, the Contractor shall, on the following work day, either have the paycheck available at the payroll office prior to the closing of such office or if requested by the employee, mail the paycheck to the employee to the address shown on the employer's records or as may be designated by the employee. The postmark shall be determinative of the date of mailing.

**7. Holidays:** The recognized holidays hereunder shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day. Whenever one of those holidays fall on Sunday, the Monday following shall be the legal holiday. No work shall be performed on Labor Day except to save life or property. Carpenters who are veterans of military service to the United States may take off from work on the Veterans' Day which is

recognized on a Monday. The employer reserves the right to request documentation from any worker who wishes to utilize this time-off provision to verify his or her status as a veteran, as per company policy.

**8. Drinking Water:** Potable drinking water shall be supplied to all job sites, through bubbler-type fountains or portable water carriers, which are equipped with disposable paper cups. Ice water shall be furnished when requested by the Union.

**9. Employee Facilities:**

a. Toilets or latrines shall be provided at job sites in the ratio of one seat for each fifteen (15) persons employed. If privy-type toilets are provided, they shall be fly-tight, have covered seats, and shall have urinals. Toilets shall be protected from the weather and shall be provided with adequate light, ventilation and a door, and shall be kept clean.

b. Workmen shall be permitted to store their lunches in tool and/or supply rooms, and to use such room for changing clothes and storing their tools when not in use. If storage is furnished for tools used by any craft or lunchrooms are furnished, then workers covered by this Agreement shall be provided tool storage facilities.

**10. Job Safety:**

a. Federal or State safety regulations shall be observed by the employers and employees.

b. Failure of an employee to observe Federal or State safety regulations, or published company safety rules which have been distributed to employees, shall be cause for immediate discharge.

- c. Employees shall provide their own safety shoes and hard hats, unless the employer requires the employee to wear company hard hats.
- d. Employees may be required to attend safety programs when offered by either the Union or the Employer.
- e. Substance abuse screening:
  - 1. The Union recognizes the right of the employer to establish a substance abuse-testing policy for employees. An employer may recognize a Union substance abuse-testing program as being in compliance with his own.
  - 2. When the Union refers an employee to an employer, which has a substance abuse-screening program in effect, the Union will notify the employee that he will be subjected to a drug test before starting work.
  - 3. Substance abuse testing/screening programs may be developed by the AGC and the Union in concert with other building trades unions. When a mutually-approved program is developed, this paragraph may be re-opened to incorporate language, which facilitates the operation of that program.

**11. Welding Protective Equipment:** The Contractor shall furnish gloves, hood and other protective clothing require for welding.

**12. Sharp Tools:** Carpenters shall start a job with sharp tools. The Contractor may have the option of furnishing a saw filer or allowing workers to sharpen tools on company time.

**13. Apprentice Supervision:** First-year and second-year Apprentices may work under the direction of a third-year or fourth-year Apprentice or Journeyman, competent to and responsible for supervising Apprentices. However, Apprentices shall at all times be supervised by a Journeyman.

**14. Apprentice Ratio:** The maximum allowable ratio of Apprentices to Journeymen shall not exceed one Apprentice to one Journeyman (1-1). This ratio shall apply on a job or on an employer's total workforce.

**15. Furnishing screw guns and routers:** Employees can be required by the Employer to furnish their own screw guns and routers for metal framing and the application of drywall only. In those cases where the Employer requires that employees furnish their own screw guns and routers, the Employer will notify the Union and pay an additional eight cents (.08) per hour added to the wage.

**16. Furnishing Tools:** Except as noted in Paragraph 15, no worker shall be allowed or required to furnish any power tools, battery operated tools, shop equipment, or transportation within the job site except when approved compensation has been agreed to by the Union.

The Union recognizes that right of an employer to establish a mutually agreeable company policy on the return of power tools. The intent of any such policy shall be to return company-furnished tools to the company, when required. Employees shall exercise care in the use of company-furnished tools, but shall not be responsible for damage or wear and tear beyond their control in the normal use of these tools on the job. Employers may include in their policies reasonable reimbursement for the cost of a tool, which is not returned as required or is damaged through acts of carelessness or negligence.

**17. Tool Safety:** A worker's tools shall meet all safety regulations of the State and/or Federal government.

**18. Tool Replacement:** Tools, which are damaged or destroyed on a project, due to an uncontrollable act, shall be replaced by the Contractor up to a maximum cost of \$300. Such replacement or reimbursement shall be made as soon as possible but not later than removal from the payroll or completion of the job. Tool check-in and check-out, may be required by the Contractor.

- 19. Tools to Other Crafts:** Workers shall not be allowed to furnish tools for any other trade or craft.
- 20. No Piece Work:** No employee shall be required to work for less than the wage rates set forth for the job classifications provided for in this Agreement, nor shall there be any piece work.
- 21. Employees Time:** No employee shall be required to perform work for his employer on his own time.
- 22. No Rebates:** Contractors or their agents shall not directly, or indirectly, accept any rebates on wages paid to employees, nor shall employees rebate their wages to employers or their agents, not accept stock shares or gratuities in lieu of money wages.
- 23. Pick-Up Time:** The individual employer shall allow the employee reasonable pick-up time.
- 24. Welding Tests:** Any welder who is required by his employer to take a test shall be paid for the time required to take the test, irrespective of the outcome of the test. In the event a welder is injured while taking a test to the extent requiring medical attention, he shall be paid for all the time worked up to the occurrence of the injury. Welders passing a test will be furnished a copy of test papers or a letter of certification from the Contractor or party requiring the test.
- 25. Elderly Employees:** There shall be no discrimination on the part of the employer concerning elderly men
- 26. Foreman Ratio:** When five (5) or more workers covered by this Agreement, are employed on a job site by the Contractor, one (1) shall be designated foreman and receive pay as such. He may be required to work with his tools. After a foreman is designated, workers shall take orders only from the foreman.
- 27. Drywall Lathing Training:** It is the intent of the parties that specialized training for drywall, lathing and framing be established through the Carpenters Educational Program of New Mexico at the earliest possible time, in order to assure that Apprentices in the drywall, lathing and framing

areas will have the necessary skills when they are referred to work by the Union. These specialized training areas will also be available for journeyman.

## **ARTICLE VIII – GRIEVANCE PROCEDURES**

- 1. Definition:** A grievance is any dispute between a Contractor or the Association on one hand, and a Union on the other, arising out of this Agreement or concerning the application, interpretation, performance or breach of any of the provisions of this Agreement, except Article X. The term “grievance” does not include a dispute over any changes in any of the provisions of this Agreement, which may be requested by any party during the term hereof.
- 2. Resolution of Grievances:** Prompt settlement of grievances is necessary for the maintenance of good relationships. Only the methods of settlement set forth in this Section 2, in the order and with the time limits specified, shall be used for the resolution of grievances, unless by Agreement between the Contractor and the Union, Steps 1 and 2 are waived, and except for Contractor, Association or Union grievances, which shall always be initiated at Step 3. The Union and the Employer or Association (whichever is handling the grievance) may extend any of the time limits specified in this Article VIII, but only by written agreement signed by the Union and the Employer or Association, as the case may be. Any such extension agreement shall apply only to the particular grievance and Step involved, and not to any future grievance or other Step.

  - a. Step 1.** The aggrieved employee or his craft steward may present the grievance to the Contractor’s superintendent or general foreman at the job site within two (2) working days from the occurrence giving rise to the grievance, and these representatives shall attempt to settle the grievance. The parties shall have three (3) working days thereafter (the Step 1 time limit) in which to settle the grievance.

b. **Step 2.** If the aggrieved employee, or the steward, and Contractor's representative fail to reach a settlement within the Step 1 time limit, the grievance may be referred in writing by the Union to the Contractor within five (5) working days from the expiration of the Step 1 time limit and the Contractor or his personal representative shall attempt to settle the grievance with the craft business agent. The parties shall have five (5) working days thereafter (the Step 2 time limit) in which to settle the grievance. Any settlement reached in Step 2 shall be binding on both parties.

c. **Step 3.**

- 1 Any grievance, which is not settled within the Step 2 time limit, shall be referred within ten (10) working days after expiration of the Step 2 time limit, to a Joint Administrative Committee. Any settlement reached by the Joint Administrative Committee shall be binding on both the parties. Decisions of a Joint Administrative Committee shall be by majority vote.
- 2 The Joint Administrative Committee shall consist of three (3) representatives designated by the Union and three (3) representatives designated by the Employer who are not directly involved in the dispute or employed by the Employer. Representatives designated by the Union shall be selected from the affiliates of three (3) separate International Unions excepting the aggrieved Union.
- 3 If the Joint Administrative Committee cannot reach a decision within five (5) working days following referral of the grievance, (the Step 3 time limit) the grievance shall be referred to arbitration as provided in Step 4.
- 4 If any party refuses to participate in the selection of a Joint Administrative Committee, then the grievance shall be heard by the representatives selected by the

other party, and these representatives may by majority vote, decide the dispute, and such decision shall be binding on both parties. If a party, having participated in the selection of representatives to Joint Administrative Committee, refuses to participate in hearings, the Committee shall hear the grievance in the absence of such party and may decide it.

**d. Step 4 Arbitration:**

- 1 Reference to American Arbitration Association.** Any grievance which is not resolved within the Step 2 time limit shall be settle by arbitration in accordance with the Rules of the Labor Arbitration Tribunal ("the 'Tribunal'") of the American Arbitration Association ("AAA"), as hereinafter provided. Any referral to arbitration must be made within ten (10) working days after expiration of the Step 3 time limit.
- 2 Selection of Arbitrator – "Last Man Up".** The dispute will be heard by an arbitration board consisting of the Joint Administration Committee, and an impartial arbitrator selected as follows. The AAA will provide a list of five (5) names from its Labor Panel. A single arbitrator will be selected from the panel by the following procedure: The Contractor and the Union, in face-to-face meetings or by telephone, shall alternately strike one name from the Panel until only a signal name is left, and such remaining member of the panel will be the Arbitrator.
- 3 Hearing and Award:** Any grievance referred to arbitration shall be heard within fifteen (15) working days after selection of the Arbitrator, unless the time for hearing is extended by written agreement. Decision of the Arbitration Board shall be by majority vote. The Arbitration Board, or a majority thereof, shall issue a

written award within ten (10) working days after the close of the hearing. Any such award shall be final and binding upon the parties and judgment thereon may be entered in any court of competent jurisdiction, Federal or State.

**4 Limitation of Power of Board of Arbitrators.** The Arbitration Board shall have no power to alter, modify or amend any provision of this Agreement, including but not limited to wage rates, hours of work, overtime, and fringe benefits provided for in Article IX hereof. The Arbitration Board shall not decide any other issues than such question or questions as have been properly submitted to it in accordance with the provisions of this Agreement.

**5** The cost of the arbitration, including but not limited to the fee of the impartial arbitrator, shall be divided equally by the parties involved.

**3. Failure to Abide by Award:** If a grievance has been finally resolved in accordance with this Article VIII and either party refuses to abide by such resolution, Article C, Sections 1 and 2 shall have no effect. Failure or refusal of either party to abide by an arbitration award under this Article VIII, pending determination of an application from an order or judgment confirming, vacating or modifying an award, shall not be deemed a violation of this Article VIII or cause for nullifying Article X; provided that an application to vacate or modify an award must be made within ten (10) days from the receipt thereof, and notice of appeal from an order of judgment confirming, vacating or modifying an award must be made within ten (10) days from the filing of such order of judgment, and processed expeditiously.

**ARTICLE IX – FRINGE BENEFITS, CONTRACTOR'S ADMINISTRATION  
FUND, WORKERS COMPENSATION, AND UNION DUES CHECK-OFF**

1. It is recognized that the designation of the specific fringe benefit funds to receive contributions shall be changed during the term of this Agreement by mutual agreement between the Southwest Regional Council of Carpenters and the Associated General Contractors of New Mexico to the following: The Southwest Carpenters Pension Trust effective January 1, 2008; Southwest Carpenters Health and Welfare Trust effective October 1, 2007; Southwest Carpenters Vacation Trust effective October 1, 2007; and, the Southwest Carpenters Training Fund effective October 1, 2007. Contributions shall be made in the amounts set forth in this Agreement. In each instance, the Employer shall be bound by and shall comply with the agreements, declarations of trust, plans and/or regulations of the fringe benefit funds, and the labor management cooperation committees, so designated. The Employer's remittance shall be in the form and manner as specified by the designated recipient of the contribution. In the event that a change of designation occurs during the term of this Agreement, written notice of such change will be given by the Southwest Regional Council of Carpenters to each Employer at least thirty (30) days prior.
2. **Filing of Contributions:** Time is of the essence in the filing of fringe benefit reports and payment of all contributions dues. The Trustees of the various funds are under the legal obligation to enforce the terms of this Agreement regarding fringe benefits and the terms of the respective Agreements and Declarations of Trust. In addition, the Employee Retirement Income Security Act of 1974 prohibits the extension of credit to Contractors.
- 3 **Incorporation of Trusts:** There is hereby incorporated by reference herein, as though fully set forth, each Agreement and Declaration of Trust listed below:

- a. The Southwest Regional Council of Carpenters/New Mexico Health and Welfare Trust Fund
- b. The Southwest Carpenters Health and Welfare Trust
- c. The Southwest Regional Council of Carpenters/New Mexico Retirement Trust Fund
- d. The Southwest Carpenters Pension Trust
- e. The Southwest Regional Council of Carpenters/New Mexico Plan "A" Trust Fund. The parties agree that employees may elect to defer part of their wages into Plan "A" in the amount and on the conditions set forth by the Board of Trustees.
- f. The Carpenters Educational Program of New Mexico.
- g. The Southwest Carpenters Training Fund
- h. The Southwest Regional Council of Carpenters/New Mexico Vacation Trust Fund
- i. The Southwest Carpenters Vacation Trust
- j. The Southwest Regional Council of Carpenters/New Mexico Employee Benefit Supplemental Trust Fund
- k. The Carpenters International/AGC Training and Health and Safety Trust Fund.
- l. Build New Mexico
- m. The New Mexico Contractor's Administration Fund.

**4 Southwest Fringe Benefit Contribution for Supervisors:** Where any employee from the bargaining unit is hired as superintendent, assistant superintendent or general foreman, or in any other capacity as a supervisor as defined in the National Labor Relations Act, the Contractor shall pay all fringe benefits on this individual for a period of one (1) year or for the term of his employment, if less than one (1) year.

5. **Build New Mexico:** The Agreement and Declaration of Trust of Build New Mexico is hereby incorporated as part of this Agreement. This program is supported by a three cent (.03) per hour contribution by the Employer and a three cent (.03) deduction from the Employee's wages. The contribution and deductions are based on hours worked.
6. **Contractor's Administration Fund:** The Contractor's Administration Fund is hereby incorporated as part of this Agreement. This program is supported by a two cent (.02) per hour contribution by the Employer. The contributions are based on hours worked. This fund is a unilateral management fund, the purpose of which is to defray costs of the New Mexico Building Branch, Associated General Contractors, related to collective bargaining, trust fund management, work on Joint Apprenticeship Committees, and related support activity of New Mexico Building Branch, AGC, in training, workforce development and safety.
7. **Basis of Payment of Fringe Benefit Contributions:** Contractor contributions to the Funds listed in Section 2 of this Article IX shall be paid on the basis of hours worked (i.e. each straight time hour shall be counted as one hour, each time and one half hour as one hour, and each double time hour as one hour), as provided in this Agreement and as more fully provided in the respective Declaration of Trust.
- a. **Exception:** Contractor contributions shall be made on the basis of hours paid (i.e. each straight time hour at one hour, each time and one half hour at time and one half, and each double time hour as double time) for the following types of private building construction: Any construction or additions to any project for which the main purpose is (a) the production of basic metals, alloys or fossil fuels; (b) refining; (c) mining and smelting; (d) palletizing; (e) ore or coal-handling; (f) power generation; (g) cement plants; and (h) dams

and locks. "Private Construction" is defined as construction which is not covered by the Davis Bacon Act, or its equivalent.

8. **Designation of Trustees:** The Contractors who are or hereafter become parties hereto, hereby designate as their representatives, the Trustees appointed by the New Mexico Building Branch, AGC, to the respective Boards of Trustees of Funds provided in Section 2 of this Article IX, and will be bound by the actions of such Trustees in administering the respective Trusts and by any amendments to such Trust Agreements made during the term of this Agreement.
9. **Payment of Contributions:** The wage rates, the amounts of fringe benefit contributions and the Funds to which they are to be applied, are set forth herein. The Contractors will file the reports required by the Trustees of the fund, and will be bound by the provisions of any new Trust Fund Agreement entered into between the Council and AGC during the term hereof.
10. **Enforcement of Compliance:** If a Contractor signatory to this Agreement is delinquent in submitting reports or paying contributions and unless some other acceptable agreement has been reached with the Trust, the Union shall withhold employees from such Contractor and take whatever action it deems prudent in order to enforce compliance, provided however, the Union has notified the affected Contractor(s) five (5) days prior to commencement of any such action. Action taken under this provision shall not be deemed a violation of the no-strike provisions of Article X, Section 1.
11. **Liability:** The Contractor's liability for contributions is not subject to arbitration under Article VIII hereof. Further, recognizing that the delinquent Contractor's default in payment of contributions is the proximate cause of a strike called under the provisions of this Section, such delinquent Contractor shall pay, in addition to the contributions due, audit and attorney's fees and

other costs of collection, and eight hours straight time pay per day of time lost during the duration of such strike and work stoppage, to each striking employee.

**12. Diversion from Wages:** The Fund Trustees of the health and welfare, pension, and educational funds may request the Association and the Union to divert a portion of wages into any of these fringe benefit programs as enumerated in Article IX, Section 2. If the Association and the Union mutually agree to such diversions, the Association and the Union may require the employer to divert money from wages to fringes by giving thirty (30) days written notice prior to the effective date of any such change. Exempted from this requirement are pre-determined wage rate projects, the wages and fringe benefits for which are fixed and cannot be altered except through survey.

- a. Contribution Schedule. For all employees covered by this Agreement except 1<sup>st</sup> period Apprentices, the following dollars and cents per hour contribution shall be applicable.
- b. \*Health & Welfare contributions for 1<sup>st</sup> period Apprentices will be made after the Apprentice has successfully completed ninety (90) day probation.
- c. Fringe Benefits – On or before January 1, 2008, contributions will shift from the New Mexico Trust Funds to the Southwest Carpenters Funds. The contribution amounts are as follows:

	<b>Before 7/1/07 Current</b>	<b>After 7/1/07 New Mexico Funds</b>	<b>1/1/08 Southwest Funds</b>
Health & Welfare	\$3.46	\$3.46	\$ 3.71
Supplemental Benefits	0.75	0.15	0.15
Pension	1.50	1.50	1.95 (\$1.61 + \$.34)
Plan A	0.50	0.50	0.00
Education/Apprenticeship	0.35	0.35	0.35
Natl. Training Fund	0.04	0.04	0.04
Contract Administration	0.02	0.02	0.02
Build New Mexico	0.03	0.03	0.03
<b>Total</b>	<b>\$ 6.65</b>	<b>\$ 6.05</b>	<b>\$ 6.25</b>

**13. Check Off:** Each Contractor, for the duration of this Agreement, shall deduct from the pay of each employee who submits a signed authorization card, the union membership dues specified by the Union, and shall, prior to the date fixed by each Union, remit same to the Union or its designated agent.

**Supplemental Dues (After January 1, 2008)** – Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employees written authorization to do so, deduct the sum of seventy-three cents (\$0.73) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid by Article IX, Section 14 and 15 of this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing January 1, 2008 as Special Supplemental Dues. In implementing the foregoing the Carpenters Southwest Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies.

Said Supplemental dues shall be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the Southwest Carpenters Vacation Trust (Vacation Trust). All sums deducted by the Employers pursuant to the provision of the Article shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article shall, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been furnished, and shall be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation-holiday contributions,

respectively, based on whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of either the Agent or the Vacation Trust. The Union shall bear the entire responsibility of furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year and any year thereafter, shall have revoked such authorization.

14. **Vacation Deduction:** The seventy (.70) cent deduction from wages for Vacation shall be deducted from weekly pay and submitted to the trust fund monthly.
15. **Safety Incentive Program:** The parties agree to the "safety incentive program", established mutually on January 2, 1992, to reward employees who have registered outstanding safety records with their companies. This program shall be administered through the Southwest Regional Council of Carpenters/New Mexico Employee Health Benefit Supplemental Trust Fund.
16. **Carpenters International/ Training Fund:** The parties agree that they will participate in the Carpenters International Training Fund, developed by AGC of America and the Carpenter's International Union as of October 1, 1998. In so doing, the parties agree to the funding of four (.04) cents per hour effective October 1, 1998.
17. Notwithstanding any of the provisions of this Agreement, the Contractor and the Union do not agree, assume, ratify, approve or condone any conduct, act, or practice of the fund, trustees and/or

administrators or their contributions, and this Agreement does not grant directly, or indirectly, the Contractor or Union any control over the decisions and/or acts of said funds, trustees, administrators, and/or agents.

Trustees are directed through this Agreement, however, to seek written legal opinions on issues, which come under the scope of the Americans with Disabilities Act.

**18. Employer Bonds:** All employers who become a party to this Labor Agreement, and all existing signatory Employers who are delinquent in the payment of fringe benefit contributions for a period of two months are required to post a bond for the payment of fringe benefit contributions. The amount of the bond is subject to recalculation if the Employer's monthly fringe benefit obligation increases or decreases by twenty (20%) percent or more, subject to the \$10,000.00 minimum.

- a. The bond will be calculated to be equal to two (2) months of anticipated fringe benefits, but will not be less than \$10,000.00 or as designated by the Board of Trustees.
- b. When the Employer has made fringe benefit contributions for a period of two (2) years without any delinquency, the obligation to provide the bond will terminate. If the Employer subsequently becomes delinquent in the payment of fringe benefit contributions for a period of two (2) months, a new bond will be required.
- c. The Employer may choose to post an alternate form of security to the Board of Trustees, such as a letter of credit from any state or national institution, a cash collateral deposit at Union Savings Bank over which the Board of Trustees has irrevocable withdrawing power, or another form of Security that the Board of Trustees deems to be adequate protection for the Trust Funds.
- d. The obliges on the bond will be:

- 1 The Southwest Regional Council of Carpenters/New Mexico Health & Welfare Fund, which includes, the Southwest Regional Council of Carpenters/New Mexico Employee Health Benefit Supplemental Trust Fund;
- 2 The Southwest Regional Council of Carpenters/New Mexico Retirement Trust Fund;
- 3 The Southwest Regional Council of Carpenters/New Mexico Plan "A" Trust Fund;
- 4 The Southwest Regional Council of Carpenters/New Mexico Vacation Trust Fund;
- 5 The Carpenters Educational Program of New Mexico
- 6 Employee Supplemental Benefit Trust
- 7 Carpenters Health & Safety Trust Fund;
- 8 The Southwest Regional Council of Carpenters (Union dues);
- 9 Build New Mexico
- 10 The Carpenters International/ Training Fund and
- 11 The New Mexico Contractors' Administration Fund

## **ARTICLE X – NO STRIKE – NO LOCK-OUT**

1. **No Strike:** Each Union agrees that for the duration of this Agreement there shall be no strike, work stoppage or slowdown authorized, sanctioned or encouraged by said Union, and no picket lines shall be established by any Unions hereunder, except as set forth in Article VIII, Section 3 and in Section 2 of this Article X. The Union representing any workers on strike shall use all means within its power to end any such work stoppage at the earliest possible time.
2. **No Lockout:** Each Contractor agrees that there will be no lockout of employees for the duration of the Agreement except as provided in Article VIII, Section 3, and in Section 3 of this Article X.

- 3. Area Strike:** If there is a strike, work stoppage or slowdown by any union or unions, whether or not party hereto, against any multi-employer bargaining unit or group, whether or not organized into an Employer Association, over the terms of a new or properly reopened Collective Bargaining Agreement involving construction work, it shall not be deemed a violation of this Article X for the duration of such strike, stoppage or slowdown: a) for any Contractor or Contractors to cease work or to lock its or their employees; or b) for any Union to strike. The Council and Association shall give the other at least 48 hours prior written notice of such action.

## **ARTICLE XI – APPRENTICESHIP**

- 1. Importance:** The CONTRACTORS and the UNIONS recognize the importance of developing and maintaining a pool of skilled workers capable of manning jobs covered herein, and hence recognize the need for apprentice and skill improvement training through local joint programs.
- 2. Standards:** The Board of Trustees is empowered to adopt standards. Advancement of an apprentice to the next higher pay classification shall be made only after the local joint committee shall have certified the apprentice for advancement. It is contemplated that applicants for indenture shall be selected and certified by the Local Joint Apprenticeship Committee.

## **ARTICLE XII – JOB CLASSIFICATIONS AND HOURLY RATES**

All other language including Article X, No Strike-No lockout and Article XV – Termination, Renewal, and Reopening, remain in effect and shall not be re-opened unless the parties mutually agree in writing that they will be re-opened.

- 1. Hourly Rates:** The hourly wage rates and classifications listed herein shall apply on all work performed under the terms of this Agreement within New Mexico.
- 2. Insurance:** Each Contractor shall carry Workers' Compensation Insurance on all employees covered by this Agreement.

- 3. **Payroll Deductions:** Each Contractor shall give to each employee with each check a statement itemizing the employee's gross amount earned, hours worked, Social Security Tax, Withholding Taxes, and all other deductions.
- 4. **"Grandfathering"**- (old work protection) for existing work will continue through June 1, 2008. Future increase will be implemented unless Work Preservation is granted. Employers must submit a list of jobs bid or underway to qualify for "grandfathering". These jobs must be submitted to the Council by certified letter thirty (30) days from the signing of this Contract.
- 5. **Carpenters, Drywallers, Lathers and Pile Drivers:**

<b>Classification</b>	<b><u>July 15, 2007</u></b>
<b>Journeyman</b>	<b>\$ 22.26 *</b>
<b>Foreman (10% over Journeyman)</b>	<b>\$ 24.49 *</b>
<b>General Foreman ( 15% over Journeyman)</b>	<b>\$ 25.60 *</b>

\* July 15, 2007 - \$1.40 increase - \$1.00 is subject to "Grandfathering" as per Article XII, Section 4. All employees will receive at least \$0.40 wage increase, including prevailing wage jobs.

June 1, 2008 - \$ 1.00      To Be Allocated  
 June 1, 2009 - \$ 1.00      To Be Allocated

a. **Carpenter Apprenticeship Wage Rate:** No fringe benefits or Vacation other than Health & Welfare payable on 1<sup>st</sup> period Apprentices except the appropriate rate for the educational fund. Full schedule payable on 2<sup>nd</sup> period Apprentices through 8<sup>th</sup> period Apprentices. See Article VII for ratio.

1) \*Health & Welfare contributions for 1<sup>st</sup> period Apprentices will be made after Apprentice has successfully completed (90) ninety-day probation.

Apprentice wage rate		<u>July 15, 2007</u>
*1 <sup>st</sup> period Apprentice	50%	<u>\$ 11.48</u>
2 <sup>nd</sup> period Apprentice	55%	\$ 12.56
3 <sup>rd</sup> period Apprentice	60%	\$ 13.64
4 <sup>th</sup> period Apprentice	65%	\$ 14.71
5 <sup>th</sup> period Apprentice	70%	\$ 15.79
6 <sup>th</sup> period Apprentice	80%	\$ 17.95
7 <sup>th</sup> period Apprentice	85%	\$ 19.03
8 <sup>th</sup> period Apprentice	92%	\$ 20.54

\*Vacation Deduction: The following amount shall be deducted from the base rate of journeyman and apprentices for Vacation: Seventy (70) cents. This amount will be remitted with other fringe benefit contributions. There shall be no Vacation deduction on 1<sup>st</sup> period Apprentices.

2) Reclassification of Journeyman:

- a. The Union agrees to the concept of the employer and journeyman being free to negotiate a reclassification from journeyman to apprentice; however, the procedure for such reclassification should be set and approved by the JATC of New Mexico.
- b. If the Carpenter's Educational Fund cannot accommodate this process for any journeyman, the matter can be resolved through a letter of understanding or through acceptable procedures, which exist in Union by-laws. This paragraph C. (2) shall apply to private work only.

### **XIII SPECIAL PROVISION FOR LIGHT COMERCIAL/RESIDENTIAL/PRIVATE WORKS**

- a. The provisions of this Article apply to the construction, erection, alteration, repair, modification, addition to or improvement in whole or in part of structures for which the major support system is wood frame construction, and will also include all residential housing and apartments, convenience stores, fast food restaurants, automobile service stations, motels up to two stories high regardless of type of construction, office buildings up to 60,000 square feet, discount stores, warehouses and churches.
- b. Strip Shopping Center/Tenant Development. The provisions of SPECIAL PROVISION FOR LIGHT COMMERCIAL AND RESIDENTIAL CONSTRUCTION are also extended to cover the interior studs, drywall and acoustical work involved in the construction of what is commonly called "strip" shopping centers and interior and tenant developments in buildings.

- 1 "Strip" shopping centers are further defined as those one (1) store deep and one (1) story in height.

- 2 Employer shall call the Union on individual job basis before applying this Paragraph b. on lathing work.

1. **Diversion From Wages:** The fund Trustees of the health and welfare, pension and educational funds may request the Association and the Union to divert a portion of the wages into any of these fringe benefit programs as enumerated in Article IX, Section 2. If the Association and the Union mutually agree to such diversions, the Association and the Union may require the employer to divert money from wages to fringes by giving thirty (30) days written notice prior to the effective date of any such change. Exempted from this requirement are pre-determined wage rate projects, the wages and fringe benefits for which are fixed and cannot be altered except through survey.

2. **Contribution Schedule:** Contribution Schedule for all employees covered by this special provision for Light Commercial/Residential/Private Works, except 1<sup>st</sup> period Apprentices, the following dollars and cents per hour contribution shall be applicable.

a. \*Health and Welfare contributions for 1<sup>st</sup> period Apprentices will be made after the Apprentice has successfully completed ninety (90) day probation.

3. **Wages:**

a. Carpenters, Drywallers, Lathers and Pile Drivers:

Classification	July 15, 2007
Journeyman	\$19.00
Foreman – 10% over Journeyman	\$20.90
General Foreman – 15% over Journeyman	\$21.85

\* Work on existing jobs subject to “grandfathering” if registered as indicated in Article XII, Section 4; however, all employees receive \$0.40 per hour wage increase effective July 15, 2007.

\* Effective July 15, 2007, all new projects, \$ 19.00 per hour – Review rates every six (6) months based on market share.

\* Maintain current benefits on all light commercial work until January 1, 2008, at that time contributions become full package and switch to South west Funds with 35 hour cap on straight time hours.

b. **Carpenter Apprenticeship wage rate:** No fringe benefits or Vacation other than Health & Welfare payable on 1<sup>st</sup> period Apprentices except the appropriate rate for the educational fund. Full schedule payable on 2<sup>nd</sup> period Apprentices through 8<sup>th</sup> period Apprentices. See Article VII, #14 for ratio.

c. \*Health and Welfare contributions for 1<sup>st</sup> period Apprentices will be made after Apprentice has successfully completed ninety (90) day probation.

**d. Apprentices:**

Apprentice wage rate		<u>July 15, 2008</u>
*1 <sup>st</sup> period Apprentice	50%	\$ 9.85
2 <sup>nd</sup> period Apprentice	55%	\$ 10.77
3 <sup>rd</sup> period Apprentice	60%	\$ 11.68
4 <sup>th</sup> period Apprentice	65%	\$ 12.60
5 <sup>th</sup> period Apprentice	70%	\$ 13.51
6 <sup>th</sup> period Apprentice	80%	\$ 15.34
7 <sup>th</sup> period Apprentice	85%	\$ 16.26
8 <sup>th</sup> period Apprentice	92%	\$ 17.54

4. **\*Vacation Deduction:** The following amount shall be deducted from the base rate of Journeyman and Apprentices for Vacation: Seventy (.70) cents. This amount will be remitted with other fringe benefit contributions. There shall be no Vacation deduction on 1<sup>st</sup> period Apprentices.
5. **Indentured Apprentices:** Apprentices currently indentured shall remain at their current year and pay period, as described in the previous contract. Six months after their dates of advancement to their current period, they will be advanced to the next incremental six-month pay period, as described above in the Agreement above.
6. **Ratios Apprentices to Journeyman:** The maximum allowable ratio of Apprentices to Journeyman shall not exceed 1 – 1, (one Apprentice to one Journeyman). This ratio shall apply on a job or on an employer's total workforce.
7. **Foremen to Journeymen.** There shall be no foreman to journeyman ratio on light commercial and residential construction provision.

8. **Build New Mexico:** Participating contractors and their employees will contribute to Build New Mexico. This program is supported by three cents (.03) per hour contribution by the Employer and three cents (.03) per hour deduction from the employee's wages. The contributions and deductions are based on hours worked.
9. **Public-Works Predetermination Provision:** In the event an individual employer bids a public job or project being awarded by a federal, state, county, city or public entity and this job is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 88-349, whose regulations are contained in 29 CFR Parts 1, 3, 5, and 7) or by the Director of the New Mexico Department of Labor, Labor and Industrial Division or by a County, City or other public entity and the established prevailing wage rate is the same or less than the wage rate set forth in this Agreement, the predetermined hourly wage rate/fringe benefit package, which exists at the time of the bid shall apply to the job or project for the duration of the job or project, for twenty-four (24) months from notice to proceed at which time current negotiated rates will apply.

The intent of this paragraph is not to allow a reduction in fringe benefits from the amounts stated in this Agreement, or stated in subsequent memoranda or amendments relative to this Agreement.

If the per-determined hourly wage rate is lower than the negotiated rate in this contract by more than 10 per cent, the negotiated rate less 10 per cent shall apply to the job or project for the duration of the job or project. If the per-determined wage rate is less than the negotiated wage rate and the contractor intends to implement this clause, he shall notify the Union within 48 hours of commencement of the job.

## **ARTICLE XIV – GENERAL**

- 1. Entire Agreement:** This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make, and none of the parties shall be bound by or liable for, any statement, representation, promise, inducement, or agreement not set forth herein. This Agreement may not be changed, amended or modified except in writing, signed by the Council and AGC.
- 2. Heading:** Headings have been inserted for convenience only, and shall not be considered in the interpretation of any provision hereof.
- 3. Notices:** All notices given or required to be given hereunder shall be in writing and delivered personally, mailed certified, return receipt requested, or by telegram, and shall be deemed to have been given on the date of delivery, mailing or wiring, as the case may be.

## **ARTICLE XV– ADDITIONAL SIGNATORIES**

- 1. Agreement:** This Agreement has been negotiated by the ASSOCIATION for and on behalf of those Contractors members and nonmembers, who have authorized the ASSOCIATION in writing to represent them in collective bargaining and shall be binding on each such Contractor only with respect to the Unions specified in this authorization. Upon the execution hereof, the ASSOCIATION will deliver to the Union a list showing each Contractor who has so authorized it. General Contractors who are not so represented by the ASSOCIATION on the date of execution hereof may become signatories to this Agreement and thereupon shall be bound by it.

## **ARTICLE XVI– TERMINATION, RENEWAL AND RE-OPENING**

- 1. Term:** This Agreement shall commence as of **June 1, 2007** and shall remain in effect until **May 31, 2010**. It shall remain in effect until May 31, 2010, or any subsequent May 31<sup>st</sup>, unless either

party hereto terminates this Agreement as of May 31, 2010, or any subsequent May 31<sup>st</sup>, by written notice on or before the 1<sup>st</sup> day of April preceding any such May 31<sup>st</sup> termination date.

2. **No Arbitration:** Article VIII, Section 2 (Arbitration) shall not apply to any such reopening or to any impasse in negotiations as a result thereof.
3. **Fringe Benefit Drop:** Further, when hours reported for fringe benefits contributions drop by 10 per cent over a 90 day period, this Agreement is immediately re-opened for negotiations.
4. **Re-Opening:** All articles may be re-opened at any time by mutual consent of the parties.
  - a. **Davis-Bacon Re-Opener:** In the event that the provisions of the Federal Davis-Bacon Act, 40 USC 276 (a) and/or the provisions of the State of New Mexico prevailing wage act are repealed or substantially modified in a manner which adversely affects the ability of signatory employers to compete for state or federal work, either party may re-open this Agreement to negotiate appropriate changes in terms and conditions of employment to maintain contractor competitiveness for such work. The re-opener shall be as soon as possible after the passage of repeal or modification. Current terms and conditions will continue until agreement is reached or implementation of changes in the Federal Davis-Bacon Act and/or provisions of the State prevailing wage act, whichever first takes place.
  - b. The AGC and the Southwest Regional Council of Carpenters also agree that after implementation of such changes in the law, the Contractor and the Regional Council may agree to target specific jobs with other wage rates and conditions designed to improve competitiveness. In all cases the Union will notify the Association and all signatory contractors who are bidding the job of the special conditions that exist for such targeted work.
5. **No Strikes or Lockouts within 60 Days:** There shall not be any strikes or lockouts within 60 days of any re-opening of this Agreement.

**ARTICLE XVI – GENERAL SAVINGS CLAUSE**

It is not the intent of any party to violate the laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement; and if any provisions of this Agreement is held to be void as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

Further, if any provision of this Agreement imposing conflicting obligations on one or both of the parties with regard to any federal, state, or local law, the application of such provisions or term shall be suspended, and the parties shall meet to negotiate a replacement provision or term. Article X shall remain in full force and effect, and this Article shall not be the subject of arbitration.

This Agreement is approved and entered into this 24 day of July, 2007, by and between the New Mexico Building Branch, Associated General Contractors and Southwest Regional Council of Carpenters.

Tony M. Thomas  
(Chair-AGC Collective Bargaining Committee)

[Signature]  
Southwest Regional Council of Carpenters

Vicki Mora  
(Chief Executive Officer - AGC)

[Signature]  
Southwest Regional Council of Carpenters

**APPENDIX A  
SPECIAL WORKING RULES  
FOR NEW MEXICO MILLWRIGHTS**

1. In addition to the working conditions contained in SWRCC-New Mexico AGC Master Agreement, the following Special Working Rules apply to Millwrights performing working the State of New Mexico, the "Four Corners" area, the City of El Paso and the surrounding counties of Jeff Davis, El Paso, Hudspeth and Presido of West Texas.

**2. WORK COVERED**

(A) The work covered by this Appendix will include all work coming within the recognized jurisdiction of the Millwrights. The Employer hereby recognizes the Union as the sole bargaining agent for all employees covered by this Agreement, within the area covered by this work. The employees in the bargaining unit and only such employees shall perform all the work covered by this Agreement.

(B) Millwright work shall be performed by a crew consisting entirely of Millwrights, no laborers or helpers shall be allowed to work with Millwrights on any Millwright work. Millwright work shall include but not be limited to the following:

1. All rigging, unloading, hoisting, dismantling, erecting, assembling, leveling, aligning and adjusting by any means, to perform machinery, equipment and/or conveyor installation, removal, repair, alteration, renovation, fabrication, erection, and/or maintenance. If no millwright crew is on site, any rigging crew on site can be used for off-load.
2. All machines used in the transmission of power in all buildings, factories, or elsewhere, be that power steam, electric, gas, fuel, water, air, or solar.
3. Installation, assembling, removal, repair, or maintenance of all classes of engines, motors, dynamos, generators, turbines, air compressors, fans, pumps and torque converters.
4. Installations, repair or removal of all pulleys, sheaves, sprockets, gears and flywheels including all belts, cables, and chains.
5. Fabrication and/or installation of all templates, soleplates, grout pads, and wedge blocks for all machinery requiring foundation and/or bolts.
6. All coal and ash processing and handling machinery and drives, crushers, conveyors, drags, patent stokers, and feeding devices, with all necessary framing and drilling, regardless of materials, including boxes and guides.
7. All stone, gravel, and ore crushing or washing plants, including crushers, screens (revolving, vibrating or eccentric) conveyors (rollspan, belts, screw, or gravity), chutes and hoppers of any material.

8. Fabrication of all travelers and cranes for the moving or handling of machinery or products.
9. Fabrication, framing and installation of all bridge frees, foundations, beams or timbers used for the reception of machinery. Drilling of all holes for same.
10. All grain handling appliances, cleaners, clippers, needle machines, car pullers, and grain shovels. The manufacture and erection of all legs, heads, boots and conveyer boxes. The framing of all scale timbers, hood hoppers and garnerers. Setting of all scales (track, hopper or automatic), all boat tanks or receiving hoppers and devices used for elevator legs. All dust collectors and spouting for same, lagging all pulleys and bleaching devices of all kinds, all bin valves, turn heads and indicators, all shafting, bearings; supports, drives, and belts of all types, splicing and gluing of same, all pulleys, sprockets and gearing, cutting of key seats and keyways.
11. All escalator stairs, and amusement devices of any type, framing and erection of all derricks and pile-drivers, all bridge machinery, all fryers and appliances for same, all barrel and package devices, all presses hydraulic or other power, all cylinders of any type.
12. All direct and indirect connected machines of any power.
13. Meat handling and processing equipment or appliances.
14. All machinery, equipment and conveying devices in all classes of plants, factories, buildings, amusement parks, mills, shops, stores, warehouses, and construction or mining sites. Including, but not limited to flour, cereal, spice, coffee, tea, cotton, wool, twine, paper, steel, saw, cement, planing, power, semi-conductor, paint mills, machine, woodworking, food processing, jewelry shops or factories, powerhouses, refineries, bakeries, breweries, and dumps or landfills.
15. All work pertaining to machinery used for manufacturing purposes or amusement devices, which with the evolution of time and this craft will come under this jurisdictional claim.
16. All storage racks, shelves and bins regardless of trade name or type of material. Including flow racks, and pallet racks.
17. All guides, and rails including but not limited to rails for gantry, underslung and bridge cranes, trolley or people mover rails, monorails, slickrail, meat rail, and guide rails. Rails carrying mechanical activated equipment geared, cabled, pneumatic or hydraulic, shall be installed, aligned, leveled and secured by Millwrights.
18. All drive units, bangers, sprockets, chains, conveyors, lowerators, hide pullers and related equipment in packinghouse and meat processing plants.

19. All machinery and equipment required in the operation of sewage, water treatment, recycling, gasification, gasohol, and liquefaction plants.
20. The setting, leveling and alignment of elevated air electric computer floors.
21. The use of optical instruments, lasers, rods, chains and/or other measuring devices including any associated apparatus for the establishment of all lines, levels and grades.
22. The setting, installation or repair of any machinery or equipment with a tolerance of .125 inches or less.
23. The setting, installation, removal or repair of machinery, equipment or other devices associated with nuclear power stations or reactor vessels.
24. Drilling, tapping and/or reaming of all holes (by any means) for anchor bolts, alignment pins, guards or skirting for any machinery, equipment, or conveyor.
25. All vacuum, pneumatic, and/or slurry conveying systems, such as those found in flour mills, packing plants, candy plants, bakeries, banks, and manufacturing plants.
26. Assembly and/or field fabrication of all carts, dollies, and/or other conveying devices.
27. Erection of all metal, plastic or fiberglass buildings.
28. Installation of horizontal people novels and all related equipment.
29. The start-up and/or run in of all machinery and equipment installed by Millwrights.
30. The re-location and/or moving of all machinery, equipment and conveyors covered by these claims from plant to plant, warehouse to plant or plant to warehouse.
31. Installation of water and/or air bearing systems, cylinders and extruders of all types.
32. The installation and maintenance of slip form jacks.
33. All grouting, regardless of material used, for the installation and alignment of machinery or equipment
34. All piping, electrical, and sheetmetal work,
35. All field fabrication or alteration of guards, personnel protectors. Shields and/or protective devices (regardless of material used) and the installation of same whether field fabricated or supplied with machine or equipment.
36. All maintenance in any type of plant or facility.

37. To install, assemble, dismantle, repair, alter, maintain, service, fabricate, manufacture or otherwise, work with all varieties of electrical, mechanical, or other types of machinery, equipment, hardware, devices, appliances, buildings, construction building and vehicles.

38. Trucks operated for the transportation of tools, materials, and equipment related to their work.

(C) This Agreement shall cover all millwrights and machinery erectors work on or in all private and public building construction, whether or not classified as utility, heavy engineering, and highway, industrial, institutional, commercial or other construction performed in the area covered by this Appendix. All work covered by this Appendix shall be performed by Millwright classification employees as set forth herein.

### 3. HIRING

(A) In the employment of workmen for all Millwright classification work, in the territory above described, the following provisions will govern.

(1) Millwright Local 1607, as agent for the Southwest Regional Council of Carpenters, shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Appendix. The operation of this list will be governed by the rules adopted by the Southwest Regional Council of Carpenters.

(2) The Contractors shall first call upon Millwright Local 1607 at ( ) for such men as they may from time to time need and Millwright Local 1607 shall furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors strictly in accordance with the provisions of this Article.

(3) It shall be the responsibility of the Contractors, when ordering men, to give Millwright Local 1607 all of the pertinent information regarding the workman's employment.

(4) Millwright Local 1607 will dispatch in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in numerical order to the Contractor by the use of a written referral in the following order of preference and the selection of workmen for referral to jobs shall be on a non-discriminatory basis. All referrals from Millwright Local 1607 must be in writing, on a standard form to be provided by the Southwest Regional Council of Carpenters. The written referral will contain the name of the Contractor, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates.

(a) Workmen specifically requested by name who have been employed, laid off or terminated as Millwrights in the geographic jurisdiction of Millwright Local 1607 within five (5) years before such request by a requesting individual Employer, successor entity, or a joint venture of which one or more members is a former Employer, now desiring to re-employ the same workmen, provided they are available for employment. This provision shall also apply to individual Employers

wishing to re-hire employees of a joint venture of which the individual Employer was a member. Requests must be made on a standard form to be provided by the Union.

(b) Workmen who, within the five (5) years immediately before the Contractors order for men, have performed work of the type covered by this Agreement in the geographic area of this Agreement provided such workmen are available for employment.

(c) It is agreed that in connection with the preference out-lined in Subparagraph B., above, up to fifty (50%) percent of the employees requested through open call (excluding foremen), employed to and performing work covered by this Agreement on any project may be employees designated by the individual Employer on a standard form to be provided by the Union. In case of reduction in force, foremen shall not replace other employees on the job, except that two (2) foremen may be retained at all times.

(d) Workmen whose names are entered on said lists and who are available for employment.

(e) With respect to the operation of the Hiring Hall described herein any Workman registered on any Carpenters Hiring Hall employment list shall have his name stricken there from in the event he performs work within the recognized craft jurisdiction of the Union for any Employer or as an Employer (in either case without regard to whether the Employer is bound to this Agreement or the Master Labor Agreement) in the area covered by the Master Labor Agreement other than pursuant to a proper Work Referral.

(5) When ordering workmen of the skills required, the Contractor will give notice to Millwright Local 1607 not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17-1/2) hours before the required reporting time, and in the event that forty-eight (48) hours after such notice Millwright Local 1607 shall not furnish such employees, the Contractor may procure employees from any other source. If men are so employed, the Contractor shall immediately report each such employee by name to the Regional Council.

(6) The Union Security provisions of this Agreement will not apply in the States of Texas or Colorado unless and until such provisions are made enforceable under state law.

(7) The Contractor may transfer employees who are on the Contractors payroll at the time transfer is made within the area of the Regional Council without limitation. The Contractor shall give notice to Millwright Local 1607 where work is to be performed on a transfer as to the name of the Contractor, the employees transferred and the address of the jobsite. All employees being transferred shall procure a work referral from Millwright Local 1607. Additional employees shall be employed in accordance with the provisions of this Article.

(8) All individuals desiring employment or performing work within the jurisdiction of this Appendix shall be in compliance with the Millwrights Drug and Alcohol Policy and Procedures and have in their possession at all times a current drug screening card.

**4. WAGES**

Effective July 1, 2007, the wage and benefit rates for Journeyman and apprentice Millwrights will be as follows:

<u>Period</u>	<u>Hours</u>	<u>%</u>	<u>Rate</u>
1st Period	600	50%	12.55
2nd Period	600	55%	13.80
3rd Period	600	60%	15.05
4th Period	600	65%	16.31
5th Period	600	70%	17.56
6th Period	600	75%	18.82
7th Period	600	80%	20.07
8th Period	600	85%	21.33
9th Period	600	90%	22.58
10th Period	600	95%	23.84
Journeyman		100%	25.09

General Foreman (15% over journeyman)	\$28.85
Foreman (10% over journeyman)	\$27.60
Working Foreman (10% over journeyman)	\$27.60

**Wage Increases:**

June 1, 2008	5% of total package to be allocated by Union
June 1, 2009	Wage reopener
June 1, 2010	Wage reopener

**Fringe Benefits:**

<u>Effective Date:</u>	<u>7/1/07</u>	<u>1/1/08</u>
<u>Paid to:</u>	<u>New Mexico Funds</u>	<u>Southwest Funds</u>
Pension	\$1.50	\$1.95 (\$1.61 + \$ .34)
Plan A	.50	.00
Health & Welfare	3.46	3.71
Education/Apprenticeship	.30	.40
Vacation	.00	1.00*
Supplemental Dues (Paid to Vac Trust)	.00	.91*
Millwright Safety Trust (drug testing)	.15	.15
National Safety/Education Fund	.04	.04
Building New Mexico	.03	.03
	<u>\$5.98</u>	<u>\$8.19</u>

**Deductions from gross wages paid to Trusts**

Vacation	\$0.70	.00
Dues Deduction	3.5%**	.00

Benefits are paid on all hours worked, there is no probationary period for Millwrights.

1st period apprentices do not receive pension or vacation contributions (they do receive supplemental dues contributions).

**\*All classifications of Journeymen and Apprentices have vacation/supplemental dues added to their wages, taxed, withheld and submitted to the trust fund.**

**Per Diem.**

<u>Miles</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
0 to 75	0		
76 to 150	\$50.00	Per Diem to be reviewed annually	
Over 150	\$75.00		

There will be a residential free zone extending 25 miles around any individual's residence.

**5. Working Rules Applicable to Millwrights**

The following provisions modify the existing work rules in the AGC Building Agreement as they apply to Millwright work.

(A) Foreman:

(1) Where there are two (2) or more Millwrights employed on the same shift, one (1) shall receive foreman's pay.

(2) No Millwright foreman shall supervise a crew of more than ten (10) men, not including himself.

(3) A Millwright foreman can supervise a crew on one (1) jobsite only.

(4) Millwright foremen assigned responsibility over one (1) or more Millwright foremen shall be considered a general foreman.

(B) Tools

(1) The Employer agrees to furnish a substantial and weatherproof metal tool storage facility either commercial produced, such as KNAACK type, or one of comparable dimension and construction, adequately hasped and locked, which is mutually agreed upon by the Employer and the Union for the storage and protection of the Millwrights' tools and equipment. If all or part of the Millwright' tools and equipment are lost by reason of the failure of the Employer to provide such a secure place or by fire, flood or theft involving forcible entry, the Employer shall reimburse the employee to a maximum of two thousand dollars (\$2,000.00) per individual for tools not covered by the employee's insurance. Such reimbursement shall be made within three (3) working days of a written request by the employee. To obtain the benefits of this Section, the employee must provide the individual Employer with a tool inventory at the time he/she commences work unless the Employer designates otherwise. The Employer shall have inventory sheets available for the employee if he/she should require one prior to going to work. The inventory list will be completed prior to commencing work.

(2) The employee shall be compensated for tools specifically modified by the Employer; however, any such modified tool shall become the property of the Employer.

(C) Apprentices Ratio:

The ratio of apprentices to journeymen shall be one (1) apprentice for the first two (2) journeymen after the foreman and an additional apprentice for every three (3) journeymen thereafter or as negotiated by the Union for Work Preservation.

(D) Meal Periods

Employees shall not work more than five (5) consecutive hours without a one-half ( $\frac{1}{2}$ ) hour meal period. When employees work over five (5) hours without being provided with a one-half ( $\frac{1}{2}$ ) hour meal period, they shall receive one-half ( $\frac{1}{2}$ ) hour pay at the double time rate. When an employee is required to work overtime for more than three (3) hours over the regular eight (8) hours, the Employer agrees to provide a meal period each five (5) hours thereafter and the employee shall have sufficient time to eat the meal without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half ( $\frac{1}{2}$ ) hour at the double time rate. Meal periods may be staggered to meet job requirements. No employee will be required to work more than five (5) hours during any time period without a meal period.

(E) Out of Town Work:

When an out-of town job is of one (1) day's duration of twelve (12) hours or less, and workmen are paid or furnished transportation, and paid travel time to and from the job, workmen, shall not in addition, be paid subsistence.

(F) Drug Testing:

The parties agree to form a joint committee to establish a Drug Testing Program. The Employers are willing to commit to initial funding of such program by an amount not to exceed \$ 0.15 per hour worked. If necessary, additional funding may come from Employer and/or Employee contributions as mutually agreeable. The funds expended will be used for creating and maintaining such Drug Program and the expense of millwright employees completing the Refinery Safety Orientation Program. The initiation and effective dates of this Program will be set by mutual agreement.

(G) Steward:

It is recognized by the Contractor that the craft job steward shall remain on the job as long as there is work being performed in his craft in which he is qualified to perform. The Contractor or his representative, before laying off, or discharging the craft job steward, for any reason other than gross insubordination or violation of safety rules, shall notify the Union in writing of his intent to do so two (2) full working days prior to such intended layoff or discharge. The Contractor or his representative will meet with the representative of the Union during this two (2) day period and attempt to resolve the matter. The craft job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article, or without just cause. Should any Millwright meet with an accident or be taken ill on the job, the Steward shall see that he is properly taken care of and his tools put away safely. The Steward shall be paid for his time in assisting the injured employee by the Employer. The Steward shall report the cause of the accident, as soon as possible, to the Business Representative and the Employer

(H) Holidays:

Veterans Day will be considered a holiday for Millwrights. This provision may be waived through work preservation if other crafts on the job do not recognize Veterans Day as a holiday.

(I) Make Up Days:

When working 4 - 10 hour shifts, only Friday may be utilized as a make-up day.