

10/1/2000-10/1/2003

K 8800
2,000 workweek
(10 pgs. + 21 pgs.)

Memorandum of Understanding

The terms and conditions of the Agreement negotiated by the New Mexico Building Branch, Associated General Contractors, and the New Mexico District Council of Carpenters, with an effective date of October 1, 1995, and an expiration date of October 1, 2000, with amendments agreed to by the parties during the course of the contract are hereby incorporated into a new Agreement, effective October 1, 2000 (midnight, September 30, 2000) with the following changes:

Article 1-Coverage and Recognition, Paragraph d. Observance of Agreement in Subcontracts-

Application of this clause for Public Works projects:

- d. Observance of Agreement in Subcontracts. i) 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 except where the covered work is only incidental to the Subcontract. Incidental is defined as very minimal, and is not to be construed as the lathing portion of a plastering contract. ii) 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 contractor's 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 the receipt of such demand by the subcontractor. iii) As used in this Agreement: Subcontracting is the performance on the job site of covered construction, by any person, firm or corporation pursuant to agreement with a contractor or with a subcontractor. A subcontractor is one who performs subcontracting, and the term includes a subcontractor of a subcontractor.

Application of this clause for Construction Managers:

- e. Construction managers who do not employ craft workers and supervise or manage the work for the owner are not subject to the provisions of Article 1, Paragraph d.

Application of this clause for Light Commercial/ Residential/Private Works projects:

- f. Moratorium for /Light Commercial/ Residential/Private Works Projects as defined in Article XII, paragraph 5 "Special Provision for Light Commercial/ Residential/Private Works." The parties agree that for a period of 24 months (October 1, 2000, to October 1, 2002), the general contractor may waive this subcontractor clause for Light Commercial/ Residential/Private Works projects

Application of this clause for Subcontractors:

- f. Subcontractors may waive this Article 1, paragraph d. on private works for scaffolding only.
- 1) In all cases, the general contractor will seek bids from union subcontractors. If union sub-bids are not competitive, the general contractor may unilaterally waive this clause during the 24-month period. In those cases where the contractor intends to waive this clause, he will notify the Union of his intent to do so at least 48 hours before the start of his work on those specific projects.
 - 2) Evaluation After Two Years; On October 1, 2002, the parties agree to mutually re-open this Agreement to discuss the "Special Provision for Light Commercial/ Residential/Private Works" specifically and evaluate its effectiveness in increasing work for union contractors and union members. If hours of work in the private sector are increased by twenty (20) per cent or more, during the two-year moratorium, the moratorium is lifted from this provision, and the language allowing waiver automatically becomes a permanent part of this Agreement. If private works hours are increased by less than twenty (20) per cent during the two (2) year moratorium, this Article I, Paragraph d. is subject to renegotiation or deletion by the parties.

Article VII, Paragraphs 14. And 25. *Paragraph 14. is amended and new Paragraph 25 is added.*

Paragraph 14. The following language is added: 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.

Paragraph 25. It is the intent of the parties that specialized training for drywall, lathing and framing be established through the New Mexico District Council of Carpenters Educational Program 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 journeymen.

Article IX--Fringe Benefits and Union Dues Check-Off

Add to Article IX Section 2. Incorporation of Trusts

- f. The National Carpenters Health and Safety Fund;
- g. The New Mexico Contractors' Administration Fund;

h. The New Mexico Carpenters.' Plan "A".

New Paragraph 5.

5. New Mexico Contractors' Administration Fund: The Agreement and Declaration of Trust for a Contractors' Administration Fund will automatically become part of this Agreement when it is fully developed. 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 the New Mexico Building Branch, AGC, in training, workforce development and safety.

Clauses numbered 5. through 16. are hereby numbered as clauses 6. through 17.

New Paragraph 6. (formerly paragraph 5.): The following language is added:

With respect to Paragraph 13. (formerly Paragraph 12.):

The Health and Welfare contribution is increased by \$.45 to \$1.69 effective with jobs bid or negotiated on or after October 1, 2000 and may be increased by an additional \$0.30 to \$1.99 effective with jobs bid or negotiated on or after October 1, 2001, if determined by the Trustees to the New Mexico District Council of Carpenters Health and Welfare Fund. Otherwise, \$0.30 will be applied to the New Mexico District Council of Carpenters Plan "A".

The New Mexico District Council of Carpenters Savings Fund will be increased by \$.05 to \$.70 effective with jobs bid or negotiated on or after October 1, 2000.

The contribution for the New Mexico Carpenters Educational Program of New Mexico is increased by \$0.05 to \$.25 per hour, and is effective with jobs bid or negotiated on or after October 1, 2000 and the contribution for the New Mexico Carpenters Educational Program of New Mexico is increased by an additional \$.05 to \$.30 effective with jobs bid or negotiated on or after October 1, 2001.

Article XII—Job Classifications and Hourly Rates

4. Wages: The following wage rates apply to jobs which are bid or negotiated on or after October 1, 2000. Fringe Benefit increases also start with jobs bid or negotiated on or after October 1, 2000. Commencing October 1, 2001, wage increases will be paid to all craftspersons who have met requirements as per paragraph titled "Incremental wage increases" on the first day of the first full pay period on or after October 1, 2001 and October 1, 2002.

Carpenters, lathers, and pile drivers:

	<u>10/1/2000</u>	<u>10/1/2001</u>	<u>10/1/2002</u>
General Foreman	\$21.53	\$22.11	\$23.26
Foreman	\$20.62	\$21.18	\$22.28
Journeyman	\$18.81	\$19.32	\$20.32
*Wage Increase	\$0.81	\$0.56	\$0.95

a. *Incremental wage increases on 10/1/01 shall apply to those journeyman carpenters who can show evidence of having completed a ten (10) hour OSHA class within the past three years, a three (3) hour Haz-Com class within the past year, and a twelve (12) hour class in safety/skill improvement on subjects relevant to the carpentry specialty work they perform. Incremental wage increases on 10/1/02 shall apply to those journeyman carpenters who can show evidence of having completed a ten (10) hour OSHA class within the past three years, a three (3) hour HazCom class within the past year, and a sixteen (16) hour class in safety/skill improvement on subjects relevant to the carpentry specialty work they perform. The content for the safety/skill improvement classes will be determined by the Trustees of the Carpenters Educational Program of New Mexico.

Apprentice wage rates will be adjusted according to the percentages of journeyworkers rates agreed to by the parties.

*Contributions for 1st Period Apprentice will be made after Apprentice has successfully completed (90) ninety-day probation.

*1 st Period Apprentice	50%
2 nd Period Apprentice	55%
3 rd Period Apprentice	60%
4 th Period Apprentice	65%
5 th Period Apprentice	70%
6 th Period Apprentice	80%
7 th Period Apprentice	85%
8 th Period Apprentice	92%

Article XII. Paragraph 5. SPECIAL PROVISION FOR LIGHT COMMERCIAL /RESIDENTIAL/PRIVATE WORKS

Addition to Paragraph b. Add to work covered under this paragraph: office buildings up to 60,000 square feet , discount stores, warehouses and churches.

New Paragraph 5c: Paragraph 5b does not apply to any "Build New Mexico" or Union financed construction.

If the contractor decides to utilize this provision, he will notify the Union at least 48 hours before the start of his work.

Paragraphs c., d. and e., under the October 1, 1995-2000 Agreement, are hereby re-listed as Paragraphs d., e., and f.

New paragraph 5.d. Wage rate for "LIGHT COMMERCIAL /RESIDENTIAL /PRIVATE WORKS", except insulation, which, the parties agree, will be negotiated separately and included in this Agreement.

	10/1/00	10/1/01
a. Journeyman	\$16.25	\$16.46
Foreman	\$17.81	\$18.04
General Foreman	\$18.58	\$18.82

b. Carpenter Apprenticeship wage rates: See Article VII for ratio.

	10/1/00	10/1/01
(1) Apprentices*		
1st period*	\$ 7.78	\$ 7.88
2nd period*	\$ 9.25	\$ 9.37
3rd period*	\$10.03	\$10.16
4th period*	\$10.81	\$10.94
5th period*	\$11.59	\$11.73
6th period*	\$13.14	\$13.31
7th period*	\$13.92	\$14.10
8th period*	\$15.01	\$15.20

Fringe benefits: Pension \$0.80 per hour and \$0.50 for Plan "A" per hour. All other fringe benefits remain the same.

Added as Article XII Section 5g Targeted Jobs: The parties agree that any private works project can be "targeted" with special wage and fringe benefits, utilizing the "Operating Procedures for Labor/Management Committee", agreed to on June 3, 1998 with the following amendment: "If the Committee deadlocks in a vote on whether or not to target a given private works project, the wages for that project will automatically drop by 10 per cent for that project." The parties also agree that these procedures may be amended mutually at any time during the course of this Agreement.

6. **Public Works Predetermination Provisions.** 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 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, 3, 5, and 7) or by the New Mexico Department of Labor Industrial Commission 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, plus incremental wage increases due as per Article XII, Paragraph 4a, "Incremental Wage Increase". 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 pre-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 pre-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 the commencement of the job.

Article XV. -TERMINATION, RENEWAL, AND RE-OPENING

1. **Term.** This Agreement shall commence as of October 1, 2000 and shall remain in effect until October 1, 2003. It shall remain in effect until October 1, 2003, or any subsequent October 1st, unless either party hereto terminates this Agreement as of October 1, 2003, or any subsequent October 1st, by written notice on or before the 1st day of August preceding any such October 1st termination date

Davis-Bacon Re-Opener: In 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 is first, takes place. If changes are implemented before agreement is reached between the AGC and District Council of Carpenters, the contractor may at his discretion utilize a wage rate of \$18.00 per hour, plus fringes, until AGC and the District Council reach agreement.

Coverage of Agreement: The parties agree that the coverage of this Agreement is the State of New Mexico. Other Agreements will be developed by the parties for other areas outside of New Mexico unless the parties mutually agree to extend this Agreement to any other area within the jurisdiction of the New Mexico District Council of Carpenters.

*within the
jurisdiction
of the N.M. District Council
of Carpenters*

The increases on wages and fringe benefits are effective with jobs bid or negotiated on or after October 15, 2000.

Agreed this ____ day of _____, 2000, by and between:

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

Terry M. T. [Signature]

Additional Signatories

For the Employer:

New Mexico District Council of Carpenters

[Signature]

For the Union:

Date _____

Addendum A to AGC/Carpenters' Memorandum of Understanding-10/1/2000

The following paragraph is added:

Article I, Paragraph 1, new Subparagraph g.

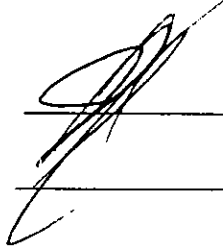
“ The parties agree that either party may unilaterally re-open this Agreement on January 8, 2001, to discuss converting the subcontractor language covered under subparagraphs d., e., and f. back to the language contained in subparagraph d. under the 1995-2000 Agreement. If the parties mutually agree to discuss other methods of competitiveness in the subcontractor clause at that time, the party to whom the notice of re-opener is sent may introduce one other subject for negotiation. ”

Agreed this ____ day of October, 2000, by and between:

New Mexico Building Branch,
Associated General Contractors

Terry M. Thomas

New Mexico District Council of Carpenters



Addendum B to AGC/Carpenters' Memorandum of Understanding—10/1/00—Changes as a Result of “Favored Nation’s” Clause

Article IV, Paragraph 3.b.—add “forklift” to “Tools of the Trade.”

Article VII—Universal Working Rules

Add the following: **SPECIAL DAYTIME SHIFTS:** Add a 4/9's (four nine hour shifts) and a 4 (hours) shift and add a “rolling 40's” that can be worked consecutively by two separate crews: i.e., First crew works Monday, Tuesday, Wednesday, and Thursday. Second crew works Friday, Saturday, Sunday, and Monday with four days' rest between shifts.

Add to **Article VII, Paragraph 2. Time and One-Half:** the 4/9's and rolling 40's are excluded from the overtime provision, including Saturdays and Sundays.

K 8800
2,000 workers

11/18/03

Memorandum of Understanding

The New Mexico Building Branch, Associated General Contractors, and Mountain West Regional Council of Carpenters hereby agree as follows:

The terms and conditions of the 2000-2003 AGC/Carpenters' Agreement, which was extended to November 1, 2003, and extended again to December 1, 2003, are hereby incorporated into a new Agreement, with an effective date of December 1, 2003, and an expiration date of June 1, 2007, with the following changes:

re-opening
w/ 6/04

Article IX, Paragraph 12.

The following fringe benefit increase to health and welfare takes effect with jobs which are bid or negotiated on or after December 1, 2003.

	<u>12/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>	<u>6/1/06</u>
Health and Welfare	\$2.10	\$2.45	\$2.85	\$3.10

All other fringe benefits remain the same. On June 1, 2005, this agreement may be re-opened unilaterally to discuss financial needs of the education and training program and an appropriate contribution level that may be necessary. To be taken into consideration in these discussions are other funding possibilities available from the State of New Mexico.

Article XII, Paragraph 4. a. Job Classifications and Hourly Rates

12/1/03

\$20.32

Automatic Re-Opener: On June 1, 2004, this Agreement automatically re-opens to discuss Article XII, Paragraph 4.a.— Wages. Included in the discussions will be (1.) training requirements for carpenters in OSHA 10-hour, HazCom, and Skill Improvement before they are eligible to receive an incremental wage increase and (2.) the possibility of a safety/training bonus fund as part of the supplemental health and welfare fund.

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.

The parties agree that they will begin discussions no later than May 1, 2004

Article XV.---Termination and Renewal

(more)

Page Two.—AGC/Carpenters' MOU—11/18/03

1. **Term:** This Agreement shall commence as of December 1, 2003, and shall remain in effect until June 1, 2007. It shall remain in effect until June 1, 2007, or any other June 1, unless either party hereto terminates this Agreement as of July 1, 2006, or any subsequent July 1st, by written notice on or before July 1st preceding any June 1 expiration date. The parties agree to start negotiations by October 1, 2006, preceding the June 1, 2007 termination date or any subsequent October 1 preceding a June 1st termination date.

All other language remains the same.

Agreed this 19 day of November, 2003, by and between:

New Mexico Building Branch,
Associated General Contractors

[Signature]

Mountain West Regional Council
of Carpenters

[Signature]

Further, management agrees to the following proposals from the Union:

- Carpenters' Union Employee/Members Evaluation Form;
- Non-Discriminatory Referral Hall revisions;
- Termination Notice with additional box for "Furlough";
- Cancellation of Hour Bank Eligibility in Health and Welfare Plan.