MASTER AGREEMENT

International Association of Heat and Frost Insulators and Allied Workers
Local No. 76
Albuquerque, New Mexico
And
El Paso, Texas
Effective January 1, 2011 - January 1, 2015
or business covered hereby it is understood and agreed by the parties hereto that the third party shall become bound by this Collective Bargaining Agreement as a condition of said sale, lease, transfer or assignment. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the work covered by this Agreement or any parts thereof. Such notice shall be in writing with a copy to the Local Union at the time the seller, transferor, or lessor executes a contract to the transaction as herein described.

ARTICLE XIX
TRAVEL ALLOWANCE AND SUBSISTENCE

Section 1: Zones and Allowances

(A) Employees, when working on jobs in Zone 1 through 5, hereinafter defined shall receive the travel and subsistence specified below under each of the zone classifications.

Zone 1 shall consist of the area lying within the boundaries of a circle, the radius of which is ten (10) miles from the city hall of Albuquerque, New Mexico. El Paso shall consist of an area 40 mile radius from the city hall of El Paso lying within the state of Texas. No transportation or travel allowance shall be paid in Zone 1, except, however, that if an employee performs work at more than two job sites during one working day within Zone 1 and provides his own transportation, he shall receive the travel allowance provided for in Zone 2.

Zone 2 shall consist of the area lying beyond the limits of Zone 1 and within the limits of a circle whose radius is twenty miles (20) from the city hall of Albuquerque. The employee shall receive a travel allowance of $6.00 per day worked in Zone 2.

Zone 3 shall consist of the area lying beyond the limits of Zone 2 and within the limits of a circle whose radius is thirty (30) miles from the city hall of Albuquerque. The employee shall receive travel allowance of $10.00 per day worked in Zone 3.

Zone 4 shall consist of the area lying beyond the limits of Zone 3 and within the limits of a circle whose radius is eighty (80) miles from the city hall of Albuquerque and shall include Los Alamos County . The employee shall receive a daily travel allowance of twenty five dollars ($20.00) per day worked in Zone 4.

Zone 5 shall consist of the area lying beyond the limits of Zone 4. The employee shall receive Zone 5 board allowance of forty dollars ($70.00) per day worked. The points of dispatch are hereby defined as Albuquerque, Bernalillo County New Mexico.

(A) Travel Expenses-in Zones 4 & 5 the employees shall receive a daily allowance of Standard Federal IRS Mileage Reimbursement traveled to and from the work site to the nearest area where living accommodations are available. The first ten (10) miles each way shall be exempt and travel time shall be determined by a table mutually agreed upon by the Union and employer. The employee shall not receive Zone pay if not required to stay overnight unless 1) Employee is driving on employer’s time; 2) Employer furnishes transportation; 3) Due regard for employee’s safety on required extended driving time.

(B) When employees are working under provisions of a four day ten hours per day work week, he shall receive zone board allowance for the fifth day provided that they work more than thirty-two hours in the week. An employed voluntarily shortening his 4x10 work schedule shall not receive
the 5th day zone allowance.

Section 2: Board Provisions

(A) In excessive hardship areas, where roads, inclement weather, no facilities for board and lodging and other factors contribute to the costs to employee in daily travel time to and from the job, the employer agrees that due consideration will be given in these cases and equitable adjustments made.

(B) The full day's board allowance or the stipulated daily travel allowance shall be paid for the day where "show up" time is paid in Zones 4 and 5.

### ARTICLE XX
### WAGES, FRINGE BENEFITS AND DUES

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<tr>
<td><strong>Total Package</strong></td>
<td></td>
<td></td>
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LABOR AGREEMENT BETWEEN THE
SIGNATORY MASONRY CONTRACTORS,

AND THE

BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNION No. 3
ARIZONA/NEW MEXICO
Of
THE BAC MOUNTAIN WEST ADC

CHARTERED BY THE
INTERNATIONAL UNION OF BRICKLAYERS
AND ALLIED CRAFTWORKERS

COVERING ALL COMMERCIAL, INDUSTRIAL AND RESIDENTIAL
WORK IN THE JURISDICTION PROVIDED HEREIN
IN THE STATE OF

NEW MEXICO

Term of AGREEMENT;
APRIL 1st, 2016 to MARCH 31st, 2018

(BRICKLAYERS, BLOCKLAYERS, STONEMASONS, PLASTERES, CEMENT MASONS,
TILESETTERS, MARBLE MASONS, TERRAZZO, TERRA COTTA, MOSAICS, PCC,
REFRACTORY and FINISHERS AGREEMENTS)

BAC Negotiations Committee:
James D. Cahill, Carlos Aquin, Earl Taylor
For the purpose above, a roof having a slope not greater than two (2) inches in twelve (12) shall be considered a flat roof.

2. SUBSISTENCE: The Contractor will be required to pay subsistence to all employees that he may hire either directly or by request from the local Union that will be sent to a project located outside of the city. For Albuquerque area contractors the starting point shall be the Big I intersection of I-40 and I-25 and shall continue to the jobsite. All other signatory contractors shall start from the city and or county of the employers’ main office address where the payment of subsistence allowance is required by this agreement.

A. ALL WORK OVER FIFTY (50) road miles and INCLUDING SEVENTY-FIVE (75) road miles, to include the municipal limits of the city where the work is being performed, shall be paid hourly wage rate plus $30.00 per day subsistence. Subsistence is to be paid by separate check.

B. ALL WORK OVER SEVENTY-FIVE (75) road miles, to include the municipal limits of the city where the work is being performed, shall be paid hourly wage rate plus $50.00 per day subsistence. Subsistence is to be paid by separate check.

C. ALL COVERED REFRACTORY WORK OVER SEVENTY-FIVE (75) road miles, from the BIG "I", shall be paid hourly wage rate plus $75.00 per day subsistence. Subsistence is to be paid by separate check.

**The Saw Man when employed consecutively for one hour or more shall be paid at the above stated wage rate for actual time worked.

**Journeyman Wages - Includes $.01 per hour BACPAC deduction, 4% of Gross Wages dues check-off deduction and $.02 per hour Build New Mexico deduction.

ARTICLE XVIII - BONDING

Prior to commencing any work covered by this Agreement, the Employer shall obtain a bond in the amount of Five Thousand Dollars (5000) with a duly qualified bonding company in a form approved by the Union, to secure payment of wages, benefit contributions, and other sums due under this agreement.

APPENDIX A - TOOLS OF THE TRADE

Journeyman & Apprentices will be required to supply the following tools. The contractor shall purchase all other specialty tools.

**BRICK & BLOCK**
- Levels 4' & 2'
- Trowel 12" or better
- Margin Trowel
- Tuck Pointer
- Jointers
- Brick Hammer
- Mashing Hammer
- Bush Hammer
- Brush
- Hand set & off set Hand set
- Hand Tracer
- Hand Point
- Hand Chisel
- Measuring Tape
- Chalk box
- Pencils, markers, sharpeners

**STONE**
- Levels 4' & 2'
- Trowel 12" or better
- Margin Trowel
- Tuck Pointer
- Jointers
- Brick Hammer
- Mashing Hammer
- Bush Hammer
- Brush
- Hand set & off set Hand set
- Hand Tracer
- Hand Point
- Hand Chisel
- Measuring Tape
- Chalk box
- Pencils, markers, sharpeners

**TILE**
- Regular Cutting Board
- Framing Square
- Side Biters & Large Biters
- Rubber Mallet & Beating Block
- Levels 4' & 2'
- Chalk Box
- Claw Hammer
AGREEMENT

BETWEEN

SOUTHWESTERN LINE CONSTRUCTORS CHAPTER NECA

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 611

EFFECTIVE: July 1, 2015 THROUGH June 30, 2018
### Zone 1 for Type A, B, C, & H Construction
**Statewide with the exception of Los Alamos County**

**Outside Construction Agreement Effective 07/05/15 thru 6/30/18**

<table>
<thead>
<tr>
<th>Position</th>
<th>Wage Rate Effective Dates</th>
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<td></td>
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<td><strong>Groundman</strong></td>
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<td>Health Insurance</td>
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Per Diem will be paid for work 30 miles outside of Santa Fe, and 60 miles outside of Albuquerque (No Per Diem in Los Alamos County)
**Zone 2 for Type A, B, C, & H Construction**
Los Alamos County

Outside Construction Agreement Effective 07/05/18 thru 6/30/18

Journeyman Lineman/Journeyman Technicians/Electricians Outside

<table>
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<th>Groundman Experienced</th>
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<tr>
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<tbody>
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<td>Hourly Wage Rate</td>
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<td>38.84</td>
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<td>$0.39</td>
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INSIDE ELECTRICAL CONSTRUCTION AGREEMENT

Between

Local Union No. 611
International Brotherhood of Electrical Workers

and

New Mexico Chapter
National Electrical Contractors Association

Effective
June 1, 2016
through
May 31, 2018
Section 3.22. When men are terminated, they shall be given a slip in the form agreed upon by both parties telling the reasons for such termination and signed by the employee's Employer, immediate supervisor or authorized representative. These slips will be furnished by the Local Union in quadruplicate with distribution as follows: (a) Original to the Employee upon termination (b) Number 2 copy to the Local Union within five (5) days after termination (c) Number 3 copy to the New Mexico Chapter, NECA office not later than five (5) days after termination (d) Number 4 copy to be retained by the Employer. Any Employer failing to comply shall be subject to having this Agreement canceled upon seventy-two (72) hours’ notice.

Section 3.23. The dispatch points of Local Union No. 611 shall include all towns listed below within its territory and the Union shall provide men to any shop or job to which they may be ordered to report. Zone 1 shall be established at each of these locations which shall comprise an area as designated from the main post office in the town, in any direction, and workmen shall report to the shop or job as directed at regularly scheduled working hours and shall not receive any travel pay. All distance shall be computed at the most direct usable automobile routes.

When workmen are ordered to report to jobs outside Zone 1, the wage rate shall be increased by nine percent (9%) of the journeyman wage rate for Zone 2, fifteen percent (15%) of the journeyman wage rate for Zone 3, and twenty-six percent (26%) of the journeyman wage rate for Zone 4. The parties to this Agreement recognize the advisability of establishing a special or differential wage rate in Los Alamos County. The differential wage rate shall apply to all work coming under the jurisdiction of the Union in Los Alamos County. Wage rates in Los Alamos County shall be fifteen percent (15%) above the Zone 1 journeyman rate.

**ZONE 1 BASIC WAGE RATES**

<table>
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<th>City</th>
<th>Miles from Main Post Office</th>
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<tbody>
<tr>
<td>Albuquerque</td>
<td>40 miles</td>
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<tr>
<td>Belen</td>
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<tr>
<td>Carrizozo</td>
<td>12 miles</td>
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<tr>
<td>Clovis</td>
<td>12 miles</td>
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<tr>
<td>Espanola</td>
<td>14 miles</td>
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<tr>
<td>Farmington</td>
<td>6 miles</td>
</tr>
<tr>
<td>Las Vegas</td>
<td>8 miles</td>
</tr>
<tr>
<td>Los Lunas</td>
<td>12 miles</td>
</tr>
<tr>
<td>Portales</td>
<td>12 miles</td>
</tr>
<tr>
<td>Raton</td>
<td>6 miles</td>
</tr>
<tr>
<td>Roswell</td>
<td>12 miles</td>
</tr>
<tr>
<td>Ruidoso</td>
<td>12 miles</td>
</tr>
<tr>
<td>Santa Fe</td>
<td>10 miles</td>
</tr>
<tr>
<td>Tucumcari</td>
<td>6 miles</td>
</tr>
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</table>

Zone 2 extending up to twenty (20) miles beyond Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by nine percent (9%) of the journeyman rate for Zone 1.

Zone 3 extending up to thirty (30) miles beyond Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by fifteen percent (15%) of the journeyman rate for Zone 1.
Zone 4 anything beyond thirty (30) miles from Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by twenty-six percent (26%) of the journeyman rate for Zone 1.

FOR ESTABLISHING THE OUTLYING ZONES FROM THE ALBUQUERQUE FREE ZONE ONLY, ZONE 2 SHALL EXTEND UP TO TEN (10) MILES BEYOND ZONE 1, ZONE 3 SHALL EXTEND UP TO TWENTY (20) MILES BEYOND ZONE 1, AND ZONE 4 ANYTHING BEYOND TWENTY (20) MILES FROM ZONE 1.

Section 3.24. EDDY, LEA AND MCKINLEY COUNTIES: As the parties to this Agreement recognize the advisability of establishing differential conditions and wage rates for Eddy, Lea and McKinley Counties, it is agreed that for the purpose of inside electrical construction performed in Eddy and Lea Counties the following conditions contained in Section 3.24 and 3.25 will be applicable.

The dispatch points of Local Union No. 611 shall include all towns listed below within its territory and the Union shall provide men to any shop or job to which they may be ordered to report. Zone A shall be established at each of these locations which shall comprise an area as designated from the main post office in the town, in any direction, and workmen shall report to the shop or job as directed at regularly scheduled working hours and shall not receive any travel pay. All distance shall be computed at the most direct usable automobile routes. When workmen are ordered to report to jobs outside Zone A, the Zone A hourly wage rate shall be increased by forty-five cents ($0.45) for the Zone B; by sixty cents ($0.60) for Zone C; and by eighty-five cents ($0.85) for Zone D.

### ZONE A DISPATCH POINTS

<table>
<thead>
<tr>
<th>City</th>
<th>Miles from Main Post Office</th>
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<tbody>
<tr>
<td>Artesia</td>
<td>12 miles</td>
</tr>
<tr>
<td>Carlsbad</td>
<td>12 miles</td>
</tr>
<tr>
<td>Hobbs</td>
<td>12 miles</td>
</tr>
<tr>
<td>Lovington</td>
<td>12 miles</td>
</tr>
<tr>
<td>Gallup</td>
<td>10 miles</td>
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</table>

Zone A shall be designated from the Main Post Office of Artesia, Carlsbad, Hobbs, Lovington, and Gallup, New Mexico.

Zone B extending up to ten (10) miles beyond Zone A, rates per hour shall be increased by forty-five cents ($0.45).

Zone C extending up to twenty-eight (28) miles beyond Zone A, rates per hour shall be increased by sixty cents ($0.60).

Zone D anything beyond twenty-eight (28) miles beyond Zone A, rates per hour shall be increased by eighty-five cents ($0.85).

Section 3.25. For work performed in Eddy, Lea and McKinley Counties, all workmen assigned to work on towers, stacks, mine shafts, and similar type structures located forty feet (40') or more from the ground permanent floor or grating, shall receive one and one-half (1½) times the regular rate of pay. Only workmen actually performing high work will be so compensated.
INSIDE AGREEMENT – ZONE 1 for Type B, C, & H Construction

Inside Agreement Effective 6/01/2016 thru 05/31/2018

Wage Rates effective January 1, 2017 thru 12/31/2017

<table>
<thead>
<tr>
<th>JOURNEYMAN INSIDE WIREDMAN - JOURNEYMAN TECHNICIAN</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Hourly Wage Rate</td>
<td>$30.00 per hour</td>
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<tr>
<td>Health Insurance</td>
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<td>NEBF Pension 3% of Gross</td>
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<td>Annuity Pension</td>
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<tr>
<td>JATC Apprenticeship Contribution 1.5% of Gross</td>
<td>$0.45 per hour</td>
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<table>
<thead>
<tr>
<th>JOURNEYMAN INSIDE WIREDMAN when Splicing Cable (Cable Splicer)</th>
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<tbody>
<tr>
<td>Hourly Wage Rate</td>
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INSIDE AGREEMENT – ZONE 2 for Type B, C, & H Construction

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<tr>
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<td>Hourly Wage Rate</td>
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<td>NEBF Pension 3% of Gross</td>
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<td>Annuity Pension</td>
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<tr>
<td>JATC Apprenticeship Contribution 1.5% of Gross</td>
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**INSIDE AGREEMENT – ZONE 3 for Type B, C, & H Construction**

**JOURNEYMAN INSIDE WIREMAN – JOURNEYMAN TECHNICIAN**

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<tr>
<th>Item</th>
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<tbody>
<tr>
<td>Hourly Wage Rate</td>
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<tr>
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**JOURNEYMAN INSIDE WIREMAN when Splicing Cable (Cable Splicer)**

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<th>Item</th>
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<tbody>
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<td>Hourly Wage Rate</td>
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<tr>
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<tr>
<td>NEBF Pension 3% of Gross</td>
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**INSIDE AGREEMENT – ZONE 4 for Type B, C, & H Construction**

**JOURNEYMAN INSIDE WIREMAN - JOURNEYMAN TECHNICIAN**

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**JOURNEYMAN INSIDE WIREMAN when Splicing Cable (Cable Splicer)**

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## INSIDE AGREEMENT – LOS ALAMOS COUNTY for Type B, C, & H Construction

### JOURNEYMAN INSIDE WIREMAN – JOURNEYMAN TECHNICIAN

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<tr>
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### Los Alamos County continued

### JOURNEYMAN INSIDE WIREMAN when Splicing Cable (Cable Splicer)

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<tr>
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<tr>
<td>JATC Apprenticeship Contribution 1.5% of Gross</td>
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### ZONE 1 BASIC WAGE RATES

City Miles From Main Post Office:

- Albuquerque 40 miles
- Belen 12 miles
- Carrizozo 12 miles
- Clovis 12 miles
- Espanola 14 miles
- Farmington 6 miles
- Las Vegas 8 miles
- Los Lunas 12 miles
- Portales 12 miles
- Raton 6 miles
- Roswell 12 miles
- Ruidoso 12 miles
- Santa Fe 10 miles
- Tucumcari 6 miles

Zone 2 extending up to twenty (20) miles beyond Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by nine percent (9%) of the journeyman rate for Zone 1.

Zone 3 extending up to thirty (30) miles beyond Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by fifteen percent (15%) of the journeyman rate for Zone 1.

Zone 4 anything beyond thirty (30) miles from Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by twenty-six percent (26%) of the journeyman rate for Zone 1.

FOR ESTABLISHING THE OUTLYING ZONES FROM THE ALBUQUERQUE FREE ZONE ONLY, ZONE 2 SHALL EXTEND UP TO TEN (10) MILES BEYOND ZONE 1, ZONE 3 SHALL EXTEND UP TO TWENTY (20) MILES BEYOND ZONE 1, AND ZONE 4 ANYTHING BEYOND TWENTY (20) MILES FROM ZONE 1.
**INSIDE AGREEMENT – EDDY, LEA, & MCKINLEY COUNTIES ZONE A for Type B, C, & H**

IBEW Inside Agreement Effective 6/01/2016 thru 05/31/2018
Wage Rates effective January 1, 2017 thru 12/31/2017

**JOURNEYMAN INSIDE WIREDMAN – JOURNEYMAN TECHNICIAN**

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<tbody>
<tr>
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<td>Health Insurance</td>
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<tr>
<td>NEBF Pension 3% of Gross</td>
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<tr>
<td>Annuity Pension</td>
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<tr>
<td>JATC Apprenticeship Contribution 1.5% of Gross</td>
<td>$0.43 per hour</td>
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**JOURNEYMAN INSIDE WIREDMAN when Splicing Cable (Cable Splicer)**

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<th>Description</th>
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<tbody>
<tr>
<td>Hourly Wage Rate</td>
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<td>JATC Apprenticeship Contribution 1% of Gross</td>
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**INSIDE AGREEMENT – EDDY, LEA, & MCKINLEY COUNTIES ZONE B for Type B, C, & H**

**JOURNEYMAN INSIDE WIREDMAN – JOURNEYMAN TECHNICIAN**

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<td>Annuity Pension</td>
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**JOURNEYMAN INSIDE WIREDMAN when Splicing Cable (Cable Splicer)**

<table>
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<tr>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Hourly Wage Rate</td>
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<tr>
<td>JATC Apprenticeship Contribution 1.5% of Gross</td>
<td>$0.48 per hour</td>
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### JOURNEYMAN INSIDE WIREDMAN — JOURNEYMAN TECHNICIAN

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<tr>
<td>Annuity Pension</td>
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### JOURNEYMAN INSIDE WIREDMAN when Splicing Cable (Cable Splicer)

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<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Hourly Wage Rate</td>
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<tr>
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<td>Annuity Pension</td>
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<tr>
<td>JATC Apprenticeship Contribution 1.5% of Gross</td>
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### INSIDE AGREEMENT – EDDY, LEA, & MCKINLEY COUNTIES ZONE D for Type B, C, & H

### JOURNEYMAN INSIDE WIREDMAN — JOURNEYMAN TECHNICIAN

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### JOURNEYMAN INSIDE WIREDMAN when Splicing Cable (Cable Splicer)

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<th>Item</th>
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<tbody>
<tr>
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<tr>
<td>Annuity Pension</td>
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<tr>
<td>JATC Apprenticeship Contribution 1.5% of Gross</td>
<td>$0.48 per hour</td>
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</table>
EDDY, LEA AND MCKINLEY COUNTIES:

As the parties to this Agreement recognize the advisability of establishing differential conditions and wage rates for Eddy, Lea and McKinley Counties, it is agreed that for the purpose of inside electrical construction performed in Eddy and Lea Counties the following conditions contained in Section 3.24 and 3.25 will be applicable.

The dispatch points of Local Union No. 611 shall include all towns listed below within its territory and the Union shall provide men to any shop or job to which they may be ordered to report. Zone A shall be established at each of these locations which shall comprise an area as designated from the main post office in the town, in any direction, and workmen shall report to the shop or job as directed at regularly scheduled working hours and shall not receive any travel pay. All distance shall be computed at the most direct usable automobile routes. When workmen are ordered to report to jobs outside Zone A, the Zone A hourly wage rate shall be increased by forty-five cents ($0.45) for the Zone B; by sixty cents ($0.60) for Zone C; and by eighty-five cents ($0.85) for Zone D.

ZONE A DISPATCH POINTS
City Miles from Main Post Office
Artesia 12 miles
Carlsbad 12 miles
Hobbs 12 miles
Lovingston 12 miles
Gallup 10 mi

Zone A shall be designated from the Main Post Office of Artesia, Carlsbad, Hobbs, Lovingston, and Gallup, New Mexico.

Zone B extending up to ten (10) miles beyond Zone A, rates per hour shall be increased by forty five cents ($0.45).

Zone C extending up to twenty-eight (28) miles beyond Zone A, rates per hour shall be increased by sixty cents ($0.60).

Zone D anything beyond twenty-eight (28) miles beyond Zone A, rates per hour shall be increased by eighty-five cents ($0.85).
AGREEMENT

BETWEEN

EL PASO CHAPTER
NECA

AND

IBEW, LOCAL 583

Effective

December 01, 2014 to November 30, 2017
If the Fourth of July, Christmas Day (25th) or New Year's Day falls on a Saturday or Sunday, the Holiday will be moved to Friday or Monday. (EXAMPLE) If the Holiday falls on Saturday, Friday will be taken off. If the Holiday falls on Sunday, Monday will be taken off.

Sec. 3.03. When workmen are directed to report directly to the job, they shall be on the job ready to commence work at regular starting time. Workmen shall not report to the shop or job earlier than 15 minutes before regular starting time, but shall report to the shop or job in time to commence work at regular starting time. This provision shall apply to all shops or jobs within the jurisdiction.

Sec. 3.04. There are hereby established two pay zones within the jurisdiction of Local Union 583

Zone 1 (a) The area within a 25 mile radius from the downtown Post Office in El Paso, Texas. Fort Bliss and Biggs Field property to be included in this free zone. Fort Bliss and Biggs Field to be defined by Official U.S. Government Army map.

(b) The area within a five-mile radius of any city, town, or municipality within which an Employer establishes or maintains his permanent place of Business.

(c) When a job is at or near a town where living accommodations are available, the Employer may declare it a subsistence job, in which case each employee will be paid subsistence (excepting any workman who resides at that town) and wages will be paid at Zone 1 rates. The subsistence rate will be $55.00 dollars per day. The employer will furnish transportation from that town to the job. Exceptions: All jobs 5 miles or more from the town with living accommodations will remain in Zone 2.

IBEW - Local 583
Inside Electricians

INSIDE AGREEMENT LU583/EPNECA
LABOR AGREEMENT

BETWEEN

AGC-New Mexico

And

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers
Local 495

June 1, 2015 through May 31, 2017
designated by the union from each pay period the union membership dues and/or any other authorized deductions and shall prior to the end of the first full week of each month, remit same to the Union or its designated agent.

**Ironworkers Event Fund:** The Ironworkers Event Fund is hereby incorporated as part of this Agreement. This Fund is created for the purposes of benefiting the members as designated and approved by the Committee assigned by the union and approved by the members. The Company shall deduct the specified amounts listed in Article 33 for each hour worked by employees covered by this Agreement.

**Ironworkers Market Recovery Fund:** The Ironworkers Market Recovery Fund is hereby incorporated as part of this Agreement. This Fund is created for the purpose of organizing and to promote the objectives contained in the growth resolution approved by the membership. The Company shall deduct the specified amounts listed in Article 33 for each hour worked by employees covered by this Agreement. Upon proper authorization by the member any portion of this deduction may be directed to the Ironworkers Political Action (PAC) Fund.

a. **For purposes of reporting, the Assessment Check-Off and deduction from wages for the Ironworker Event Fund, Ironworker Market Recovery Fund, and the Int'l Assessment are to be handled by the employer in the same manner as the fringe benefit contributions.**

b. Accompanying each monthly payment shall be a form furnished by the Union on which the employer will show names and Social Security numbers of employees on whose account deductions were made; the amount of such deductions for each employee and the total of all such deductions, the same to be made on a monthly basis.

In the event the Employer has Employees who refuse to sign “Authorization for Check Off” form their name and hours worked shall also be placed on this form with same being indicated.

c. The employer shall be held harmless for any deduction made in good faith after having received the above authorization.

**ARTICLE 20 – SUBSISTENCE**

The following subsistence allowance shall apply: Six (6) dollars per hour

The parties agree to encourage the establishment of a pool of well-trained ironworkers in residence in all areas sufficient to man the normally anticipated workload for such areas. The parties stipulate that the payment of subsistence should be discouraged except when a project is remote to ironworkers in excess of the resident pool are required to man a project under such circumstances the following criteria shall apply:

1. For the purpose of applying subsistence under this Article, the “Big I” Interchange in Albuquerque, or the Employees home, respectively shall be used as basing points.
A. Employees shipped to work on projects fifty (50) miles and over the most direct regularly traveled route from Albuquerque. The current State of New Mexico Official Highway Map shall be the reference for routes and distances.

B. Employees residing less than fifty (50) miles from the jobsite in a subsistence area are not entitled to subsistence allowance.

2. Santa Fe County: The rate of pay shall be three (3) dollars above scale.

ARTICLE 21 – TOOLS

1. All Ironworkers are required to furnish their own hard hats, safety shoes, and gloves, except where employer requires company hard hats.

2. A worker employed shall furnish all hand tools necessary to enable him to work effectively. Hand tools, when stolen or destroyed while stored in employers' storeroom shall be replaced by the Employer. Employees must immediately notify the employer in the event an employee/employer owned tool is lost.

3. Welders are required to furnish their own welding hoods and gloves. Welding hoods broken or damaged on the job will be replaced or repaired by the Employer. Welders shall be furnished leather safety equipment and flash goggles when job conditions require.

4. Employees on reinforcing work shall furnish at least pliers, hammers, rule, reels and belt.

5. Hand Tools. Workers shall furnish their own hand tools necessary to enable them to effectively install all work. The individual Employer shall replace hand tools broken on the job such as tapes, etc. Employees shall exercise reasonable judgment in the care and protection of Employers tools.

a. Employees shall be given sufficient time at the close of each shift to collect and put away tools furnished by employer and employee. In case of layoff or discharge, sufficient time shall be given employees to return any of employer's property or tools in their possession and to collect their personal property and tools. Adequate storage space for tools will be provided.

b. No Employee will be required to furnish his own truck or personal automobile or other equipment or rent the same to be used on the job where he is employed unless prior approval of the union has been obtained, which may be withdrawn at any time.

c. When employees are required to work where acid or other agents tend to destroy tools or work clothing the employer shall replace or furnish tools or clothing except when such destruction results from the employees' negligence.

d. On a project where the Contractor requires a tool room for the sole purpose of check in/check out and repair of Ironworkers tools, an Ironworker will be employed in the tool room. Special consideration will be given to senior members of the Local Union.

e. Consumables such as safety glasses cover plates for welding hoods, and other consumables will be supplied by the employer. In the event the employer
U.A. Local Union No. 412 Labor Agreement

COLLECTIVE BARGAINING AGREEMENT

Between the Mechanical Contractors Association of New Mexico and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local Union No. 412

EXPIRES MARCH 31, 2021
NOTE: Specific area wage shall be $1.00 above standard wage. The specific area wage rate shall apply to all federally funded Davis-Bacon projects coming under the jurisdiction of the Union in the following areas and/or job sites at Los Alamos National Laboratories, South Mesa, McGregor Range, White Sands Missile Range, and/or proving grounds.

Section 13.3

Foreman rate shall be $1.50 above Journeyman rate (when supervising a crew of seven (7) U.A. members or less to include Foreman).

Foreman rate shall be $2.00 above Journeyman rate (when supervising a crew of more than seven (7) U.A. members).

General Foreman rate shall be $3.00 above Journeyman rate.

NOTE: (Effective October 1, 2010) All Foreman and General Foreman will be required to successfully complete the U.A. Foreman training prior to being dispatched as a Foreman or General Foreman.

Section 13.4

The jurisdiction of the Union will consist of the following zones: (Excluding Specific Wage Area)

Zone 1

Employees may be dispatched to a job in any zone by the Union or reassigned by the Employer.

(A) Zone 1 will be described as:

(1.) Any area outside of an Employer's home zone. An Employer's home zone will consist of a 90 mile regularly traveled route drive from primary place of business or bona fide branch offices.

(2.) If an overnight stay is required, $50.00 subsistence will be paid for each day worked, only if an Employee must travel ninety (90) miles regularly traveled route from their principle residence to the job site.

NOTE: Subsistence will only be required on Industrial Projects as described in Article XIII, wage schedule A of this Agreement.

EXCEPTION: No subsistence is required should an Employer decide to cover room cost

The parties intend subsistence pay to fairly compensate Employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

Section 13.5

All workers covered by this Agreement will not be required, as a condition of employment, to furnish the use of an automobile or other conveyance to transport the Employers personnel, tools, equipment or materials from shop to job, from job to job or from job to shop. Facilities for such transportation will be provided by the Employer.
NEW MEXICO AREA
MASTER DRYWALL AGREEMENT

BETWEEN

AND

DISTRICT COUNCIL 88
LOCAL UNION 823

April 1, 2014 to March 31, 2017
ARTICLE XIV
Zones, Wages, Classifications, Work Description,
Dates Applicable and Employer Contributions

Section 1. When paying wages, the Employer shall furnish the employee a detachable pay stub segregating the overtime hours, straight time hours, list each deduction and show what they are for.

Section 2. The following wage rates, wage increases and contributions in addition thereto shall become effective with an Employer’s first payroll period following the date applicable.

Section 3. **General Foreman:** General Foreman shall receive two dollars ($2.00) per hour above the highest classifications of working journeyman he is supervising.

General Foreman shall not work with the tools of the trade intermittently while being classified as a General Foreman except in an instructional capacity.

Section 4. **Foreman:** On all jobs employing five (5) or more, one (1) qualified man shall be designated working foreman and shall receive eighty cents ($0.80) per hour above the Ames Tool Operator Classification.

Section 5. **Entry Level Journeyman:** Effective April 1, 2004, any Journeyman dispatched by the Union from the referral list who is new to the Employer and new to the IUPAT shall be considered an Entry Level Journeyman (“ELJ”) and shall serve a 400 hour probationary period and receive wages and benefits as specified herein. If after the 400 hour probationary period, if the Employer determines the employee is not qualified to receive full journeyman wages called for in this Agreement, the employee shall have the option of being placed in the Apprenticeship program at the appropriate step.

Section 6. **Subsistence:** $40.00 per day ($5.00 per hour for eight (8) hours) for work over sixty (60) miles over the most typically traveled route, or other mutually agreed upon suitable lodging or transportation.

**Special Provision for Santa Fe/Albuquerque:** Employees who travel to Santa Fe from Albuquerque or to Albuquerque from Santa Fe will be paid $15.00 per day or other mutually agreed upon lodging or transportation.

The parties agree to encourage the establishment of (a pool) pools of well trained Drywall Finishers in residence of all areas sufficient to man the normally anticipated work load for such areas. The parties stipulate that the payment of subsistence should be discouraged except when a project is remote or Drywall Finishers in excess of the resident pool are required to man a project. Under such circumstances the following criteria shall apply:

A. For the purpose of applying subsistence under this Section, the main post office of Albuquerque, or the employee’s home, whichever is closer, shall be used as basing points in computing the mileage.

B. Employee’s sent to work on projects more than sixty (60) miles over the most direct regularly traveled route from Albuquerque or employee’s home provided above, shall be paid subsistence allowance. The current State of New Mexico Official Highway Map shall be the reference for routes and distances.

The Employer agrees to provide the affected Drywall Finishers and Apprentices a minimum of forty-eight (48) hours notice prior to making out-of-town overnight work assignments. No fewer than two (2) employees can be sent on out-of-town or overnight work assignments.

Section 7. **Conditions of Continued Employment Effective October 1, 2004:** As a condition of employment and continued employment all Journey Level Workers must have satisfactorily completed the
NEW MEXICO FLOOR COVERERS
COLLECTIVE BARGAINING AGREEMENT

Between

And

District Council 88
Local Union 823

April 1, 2015 – March 31, 2018
arbitration procedure or any "no-strike" clause, which may be provided for elsewhere in this Agreement.

Section 5. The Apprenticeship Plan adopted by the Trustees of said Apprenticeship Funds shall at all
times conform with the requirements of said Internal Revenue Code and other applicable laws and regulations
so as to enable the Employer at all times to treat contributions to the Apprenticeship Fund as a deduction for
income tax purposes.

ARTICLE XI
Zones, Wages, Classifications, Dates Applicable, and Employer Contributions

Section 1. The below wage rates and contributions shall become effective with the Employer’s first (1st)
whole payroll period on or after the dates applicable.

Zones Defined:

Zone 1: Base pay up to 30 miles
Zone 2: 30 miles to 75 miles, $1.00 per hour above base pay.
Zone 3: 75 miles and beyond, $3.125 per hour above base pay.
(Albuquerque, Santa Fe, and Belen shall be considered Zone 1)

It is understood and agreed that the Employer will give notice to the Employees, 24 hrs when possible, on out-
of-town work assignments that require overnight stays.

Required Training Certifications: General Foreman, Foreman, and Carpet, Tile and Resilient Floor
Covering Journeymen must have and maintain certification of the following training:

. (10) Hour OSHA Construction Class - within every three (3) years
. First Aid Class - every two (2) years
. CPR Class – every two (2) years

Entry Level Journeymen: Effective April 1, 2007, any Journeyman dispatched by the Union from the
referral list who is new to the Employer and new to the IUPAT shall be considered an Entry Level
Journeymen (“ELJ”) and shall serve a 400 hour probationary period and receive wages and benefits as
specified herein. If during the 400-hour probationary period, the Employer determines the Employee is not
qualified to receive full journeyman wages called for in this Agreement; the Employee shall have the option
of being placed in the Apprenticeship program at the appropriate step or the employee may be terminated
from employment, at the Employer’s discretion.

Wages: Classifications and wages for employees covered under this Agreement are listed in Appendix A –
Wages and Fringe Benefits, which is attached.

Section 2. Safety Incentive Program: The signatory parties agree that a Safety Incentive Program has
be added as an addendum to this Agreement.

Section 3. Build New Mexico: The signatory parties agree that upon mutual consent, contributions to
Build New Mexico may be discontinued any time during the life of the contract and contributions reverted
back to the contributors in equal amounts to each.

Section 4. Administrative Dues Check-Off: The Employer agrees to withhold Administrative Dues
from the gross wages earned each pay period for each hour worked by the employee covered hereby and pay
said amount to the International Union of Painters and Allied Trades District Council 88/Local Union 823 on or before the tenth (10th) day of each month for which they are withheld. Payments of Administrative Dues by the Employer shall be in accordance with the payment of Health and Welfare contributions.

The Union will certify to the Employer the amount to be deducted. The Union shall furnish the Employer authorization forms to be signed by the employee authorizing the withholding of said dues.

The Union shall furnish all Employers with authorization forms to be signed by those employees who are not hired through the Union office. The Employer shall assume the responsibility of obtaining these signatures.

The authorization shall be signed by all employees and presented to the Contractor prior to any deduction being made.

Section 5. Payment of Wages: Employees shall be paid weekly on the job site not later than 4:30 p.m. on Friday. In the event they are not paid by the above-stipulated time, the employee shall be allowed thirty (30) minutes time to pick up his pay at the Employer’s place of business.

Employees who are discharged for just cause, shall receive pay for actual time spent working, and the Employer shall be allowed a maximum of four (4) hours to have the employee’s check delivered to the job site to pay the employee all monies due at the time of discharge.

In the event the Employer fails to comply with the above, the employee shall receive waiting time in the amount of eight (8) hours for each day the Employer fails to comply at the straight time hourly rate.

Any Employee who is paid by check which is not negotiable on account of insufficient funds on deposit in the bank on which it is drawn, shall be in the status of employee who has not been paid. The above shall also apply hereto.

Section 6. Zone Pay – Free Zone: Free Zone: An area within a thirty (30) mile radius of the main post office in the city or town where an employee permanently resides at the time of hire shall be considered Zone 1.

All jobs beyond the thirty (30) mile radius shall be covered by the zone schedule under wages.

It is agreed that the Employer will furnish transportation or gasoline for all work performed beyond the thirty (30) mile radius that encompasses the free cities of Albuquerque, Santa Fe, and Belen (30 miles from each).

Section 7. Fringe Benefits:

A. Health and Welfare: Commencing with the first (1st) day of April, 1976 and continuing for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Local Union 823 Health and Welfare Fund, to provide health and welfare benefits for the employees covered hereby and their dependents as follows:

1. For each hour of portion thereof, for which an employee receives pay, the Employer shall make a contribution to the above-mentioned fund in accordance with the contribution schedule.

2. For the purpose of this Section, each hour paid for including hours attributable to show-up time and other hours for which pay is received by the employee in accordance with this Agreement shall be counted as hours for which contributions are payable.
NEW MEXICO PAINTING

COLLECTIVE BARGAINING AGREEMENT

Between

And

International Union of Painters and Allied Trades
District Council 88
Local Union 823

April 1, 2015 to March 31, 2018
Thanksgiving Day: Employees must work their regular scheduled day before, regular scheduled Monday after, and have been employed with current Employer for a total of 2080 hours, to be eligible for paid holiday. Holiday will be paid at straight time rate of pay.

Article VIII
Work Conditions

Section 1. It shall not be a violation of this Agreement on the Unions part, for any employee to refuse to work behind any lawful picket line established by another labor organization.

Section 2. No Employer signatory hereto shall be allowed to work with the tools of the trade, unless he has a minimum of one (1) journeyman in his employ that is covered by the terms of this Agreement.

Section 3. The Employer shall furnish all equipment and tools. Employees shall sign for same at time of issue.

Section 4. Employees shall furnish screwdriver, putty knife, broad knife, hammer duster, pliers and hard hats. Paperhangers shall be allowed to furnish paperhanging tools. Drywall finishers shall be required to have a set of hand finishing tools and stilts. All employees shall have an approved hard hat at all times.

Section 5. No Union members, a party hereto, shall be allowed to work for any Employer who is delinquent in the payment of wages or fringes after being notified by the Union of said delinquency. The Union agrees not to refer any employee to any Employer who is in violation of this Agreement in payment of wages, fringes, and contributions. Delinquency for the above purpose shall be determined by the Trustees of said Trusts established to receive payments of fringes and contributions.

Article IX
Zone Pay/Show-Up Time

Section 1. Zone Wages: When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the Employer shall provide housing arrangements for the affected employees.

ZONE 1: Base pay up to thirty (30) miles. An area within a thirty (30) mile radius of the main post office in the city or town where an employee permanently resides at the time of hire shall be considered Zone 1. Albuquerque, Santa Fe, and Belen shall be considered in Zone 1.

ZONE 2: 30 miles to 75 miles, $1.00 per hour above base pay

ZONE 3: 75 miles and beyond, $2.50 per hour above base pay

It is also agreed the Employer will furnish transportation or gasoline for all work performed beyond the thirty (30) mile radius that encompasses the free cities of Albuquerque, Santa Fe and Belen.
NEW MEXICO GLAZIER
COLLECTIVE BARGAINING AGREEMENT

Between

And

District Council 88
Local Union 823

April 1, 2015 – March 31, 2018
a weekly basis.

Section 2. For the purpose of safety and protection of life and property, the glazier in charge of any job is charged with the responsibility of notifying the Glazing Superintendent at his/her place of employment, when in his/her opinion, additional men are needed to set a plate of glass. Should the Glazing Superintendent fail to assign additional men, the glazier in charge should immediately refer the matter to the manager for immediate disposition.

Section 3. The Employer shall provide a proper place for safe keeping for the employees' tools at the job site but storage of such tools shall be at the employees' risk.

Section 4. Each journeyman glazier will be required to have and maintain as adequate set of hand tools necessary to perform the required work.

A. The Employer agrees to furnish drill bits, hacksaw blades, all cutting tools, all electric tools and straps. All equipment furnished to the glazier by the Employer shall be kept in safe condition by the employee. The employees shall buy their own suction cups and the Employers shall pay for any rebuilds of suction cups. Employer shall provide loaner suction cups to employees during the time that an employee's suction cups are being repaired. Employee shall be responsible to reimburse Employer for loss or damage to loaner suction cup.

B. The Union agrees glaziers will sign receipts for the loan of company tools/equipment and will be responsible for the safe return of such tools.

C. The employee agrees to carry the following company equipment in his/her car if his/her car is used: Drill, Cord, and Tap Gun.

Section 5. No Employer who is also a member of the Union shall be permitted to work except when accompanied by another journeyman glazier who is not an Employer. The only exception to this will be under Article XXIII Section 1.

Section 6. Employer agrees not to discriminate or discharge an employee because of his/her activities on behalf of the Union. However, it is understood and agreed that neither the Union nor any of its members will engage in any Union activity during working hours.

Article IX
Travel Time/Expenses/Breaks

Section 1. The Employer reserves the right to designate where the employees shall start and conclude his workday. The Employer may permit the employee to start and conclude the workday at the Employer's place of business.

Section 2. When the employee is directed or authorized to report directly to a job site and the distance to the job site requires the employee to stay out-of-town overnight the employee shall receive the following: Employer pays for motel room (no less than a Motel 6) plus twenty dollars ($20.00) per night for food. No more than two (2) employees per room.

The Employer agrees to provide the affected glaziers and apprentices a minimum of twenty-four (24) hours notice, prior to making out-of-town overnight work assignments, when possible.
Section 3. An employee required to use a personal vehicle for travel to and from a job site beyond a thirty (30) mile radius of the main post office in the town or city where the Employer's shop is located, shall be compensated at the current IRS rate for actual mileage incurred, beyond the thirty (30) miles.

Section 4. Each employee shall receive their individual expenses in advance, direct or through their foreman.

Travel Pay: The driver of a company vehicle will be paid his/her regular rate of pay for the time spent driving to and from the jobsite. Passengers will be paid twenty dollars ($20.00) roundtrip.

Employees who wish to use their personal vehicles for personal reasons will only be compensated twenty dollars ($20.00) roundtrip, no mileage or drive time will be paid. Also, any passengers wishing to accompany said employee in their personal vehicle will also only be compensated twenty dollars ($20.00) roundtrip.

Employees who are required to use their personal vehicle will be compensated for drive time and mileage to the jobsite. Passengers in the personal vehicle will be paid as described above.

Section 5. Each employee shall receive two (2) fifteen (15) minute breaks each day worked. One (1) in the morning, and one (1) in the afternoon.

Article X
Pay Conditions

Section 1. All glaziers and apprentices shall be employed and paid on an hourly basis in accordance with the terms of this Agreement.

Section 2. An employee who is discharged or laid off for an indefinite period of time shall be paid off in full for time worked on the next regular payday.

Section 3. All employees covered hereby shall be paid at least once weekly.

Article XI
Shop and Job Stewards

Section 1. It shall be the function of the Union to establish a steward at the Company.

Section 2. The steward shall be appointed by the Business Manager or his/her assistant and the Employer shall be notified by the Union of its intent to appoint a steward in his shop. The Union shall advise the Employer as well as his/her employees of the name of the steward appointed.

Section 3. The steward shall be discriminated against for performing his/her duties as such and shall receive consideration in case of lay-off.

The duties of the steward shall be to check all employees on the job for Union membership and to act as a liaison between the Employer and the Union in all cases of violations of this Agreement. It shall be the duty of the steward to report any violations of this Agreement to the Employer and the Union and to try to remedy such violations on the job site. In the event he/she is unable to do so, he/she shall be allowed to report same to the Union office and shall not be penalized for reporting same.
Labor Agreement Between
File L & P

Plasterers
Operative Plasterers and Cement Mason
regulations are contained in 29 CFR Parts 1, 3, 5, and 7) or by the Commissioner of the New Mexico Labor and Industrial Commission or by a County, City or other public entity and the established prevailing wage rate is the same as or lower than the hourly wage rate set forth in this Agreement, the pre-determined hourly wage rate (excluding fringe benefits) which exists at the time of the bid shall apply to the job or project for the duration of the job or project. If the predetermined rate is lower than the contract rate and the contractor intends to utilize this clause, he will notify the Union of his intent to use this clause within 48 hours of commencement of the job. The UNION must be notified within 48 hours if not notified the negotiated wages and fringe benefits in this Agreement will apply.

15. The Contractor agrees to furnish a current list of the jobs they have bid prior to June 1, 2014 and the date the job was bid by July 31, 2014 to the Union. The Contractor agrees to pay the newly negotiated rate if the list is not delivered to the Union by certified mail return receipt requested by July 31, 2014. The Contractor further agrees to pay the newly negotiated wage if the job being worked on is not on the list.

16. Subsistence. $40.00 per day ($5.00 per hour for eight hours) for work over (75) seventy five miles, or other mutually agreed upon suitable lodging or transportation. Currant State New Mexico Official Map shall be the reference for routes and distances.

a. For applying subsistence under this Article, the City of the contractor’s office shall be used as a basing point.

b. Special Provision for Santa Fe / Albuquerque: Employees who travel to Santa Fe from Albuquerque or to Albuquerque from Santa will be paid $15 per day or other mutually agreed suitable lodging or transportation.

c. The parties agree to encourage the establishment of (a pool) pools of well-trained plasterers in residence of all areas sufficient to man the normally anticipated work load for such areas. The parties stipulate that the payment of subsistence should be discouraged except when a project is remote or plasterers in excess of the resident pool are required to man a project. Under such circumstances the following criteria shall apply:

d. For the purpose of applying subsistence under this Article, the main post office of Albuquerque, or the Employee’s home, whichever is closer, shall be used a basing points in computing these times.

e. Employees shipped to work on projects more than sixty (60) miles over the most direct regularly traveled route from Albuquerque or Employee’s home provided above, shall be paid subsistence allowance. The current State of New Mexico Official Highway Map shall be the reference for routes and distances.

17. Targeted Jobs. Relief may be granted to signatory contractors on any job with open shop competition, upon request in writing, certified mail, return receipt requested, in advance of the bid opening. On such “Targeted Jobs”, the Union shall notify all signatory contractors who are bidding the job, in writing of any special terms and conditions offered on these “Targeted Jobs”.

25
SMART
Local Union # 49

&

SMACNA

SHEET METAL & AIR CONDITIONING CONTRACTORS' ASSOCIATION OF NEW MEXICO

Collective Bargaining Agreement

EFFECTIVE April 1, 2015
THROUGH March 31, 2017
ARTICLE VII
DISPATCH, ZONES & TRAVEL

SECTION 1. DISPATCH

The jurisdiction of the Union will consist of the following zones: Zone 1; Zone 2; and Zone 3. Employees may be dispatched to a job in any zone by the Union or by the Employer. Apprentices, preapprentices, classified workers and material handlers will receive 100% of the subsistence and Zone premiums.

SECTION 2. SUBSISTENCE

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

a) Subsistence will be paid in any area outside the Employer’s home zone, as described in Section 3(a) of this Article, unless the jobsite is within ninety (90) miles of an employee’s principal place of residence, in which case the Employer will not be required to pay subsistence to that employee while working on that jobsite.

b) If an overnight stay is required, $45.00 subsistence will be paid for each day worked outside of the Employer’s home zone as described in Section 3(a) and 2(a) of this Article.

EXCEPTION: No subsistence is required should employer decide to cover room cost at a suitable location and no more than two (2) workers per room.

SECTION 3. ZONE 1

Zone 1 will be described as:

(a) Any area within an Employer’s home zone. An Employer’s home zone will consist of a 90-miles radius from the main post office in the municipality of the Employer’s primary place of business.

SECTION 4. ZONE 2 (INDUSTRIAL)

(a) Industrial work will be defined as all new construction work performed on the following types of facilities; Electrical generation plants, Co-generation plants fifty (50) megawatts and over, Refineries, Natural and LP Gas plants, Mills, Mines, and Concentrators. Maintenance and retrofit work are excluded from this section.

(b) The minimum rate of pay for all work described in (a) above will be as indicated under Zone 2 in the Wage Schedule of this Agreement. ($1.00/hr. premium)

SECTION 5. ZONE 3 (LOS ALAMOS)

(a) Zone 3 will be described as all work on LANL property, and all prevailing wage work within the county of Los Alamos.

(b) The minimum rate of pay for all work described in (a) above will be as indicated under Zone 3 in the Wage Schedule of this Agreement. ($2.00/hr. premium)

SECTION 6. TRAVEL

(a) All time spent traveling during the regular work day, as described in Article VI, Section 1 of this Agreement, will be considered time worked and will be paid at the Zone 1 rate of pay, provided such travel is directed by the Employer. Travel before or after the regular workday will not be considered time worked and will not be paid
Covering Rules, Regulations & Working Conditions
Apprenticeship Standards
April 1, 2013

America's Sprinkler Local

Agreement Between

National Fire Sprinkler Association, Inc.

Sprinkler Fitters
Road Sprinkler Fitters
Local Union 669
ARTICLE 11

TRAVEL EXPENSES:

(A) Effective April 1, 2016, when an employee is required to travel to a job within sixty (60) miles of his residence, he shall be paid no expenses of any kind.

(B) When an employee is required to travel to a job beyond sixty (60) miles up to and including eighty (80) miles from his residence, he shall be paid Seventeen dollars and Fifty Cents ($17.50) per day, effective April 1, 2016. Effective January 1, 2017 such employee shall be paid Nineteen Dollars ($19.00) per day.

(C) When an employee is required to travel to a job beyond eighty (80) miles up to and including one hundred (100) miles from his residence, he shall be paid Twenty Seven Dollars and Fifty Cents ($27.50) per day, effective April 1, 2016. Effective January 1, 2017, such employee shall be paid Twenty-Nine Dollars ($29.00) per day.

(D) When an employee is required to travel to a job in excess of one hundred (100) miles from his residence, he shall receive subsistence for each day worked in the amount of Eighty ($80.00) dollars per day, effective April 1, 2016. Effective January 1, 2017, such employee shall be paid Ninety ($90.00) dollars per day. Effective January 1, 2018, such employee shall be paid One Hundred ($100.00) dollars per day. Effective January 1, 2019, such employee shall be paid One Hundred Five ($105.00) dollars per day.

(E) When an employee is required to travel to a job in excess of one hundred (100) miles from his residence, he shall be paid at the rate of Fifty Four Cents ($0.54) a mile in going to the job for the first time, together with travel time at the rate of one quarter (1/4) hour travel time for each fifteen (15) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period, effective April 1, 2016.

Whenever the employee’s job in excess of one hundred (100) miles is completed or the employee is transferred by his Employer to another job, the employee shall be paid at the rate of Fifty Four Cents ($0.54) a mile to the point at which the employee entered the Employer’s service or the next contract, together with travel time at the rate of one quarter (1/4) hour for each fifteen (15) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period, effective April 1, 2016.

(F) 1. The parties to this Agreement, may, by mutual written agreement, designate area(s) as “fully employed”. The Employer may thereafter, at its option, request that the Union refer unemployed Journeymen or Apprentices who reside outside the designated area. The Union will, at the Employer’s request, refer unemployed Journeymen and Apprentices from an unemployment list maintained for this purpose, to
the extent available and within five (5) working days of its receipt of the Employer’s request.

2. Journeymen and Apprentices residing outside the designated area where the jobsite is located will be referred from the nearest Local 669 District and according to the length of time on the unemployment list, referred to above, pursuant to the Union’s nondiscriminatory referral procedures established for this purpose.

3. Journeymen and Apprentices referred pursuant to this procedure will be employed for a minimum of thirty (30) working days unless the Employer has “just cause” to terminate them.

4. Journeymen and Apprentices referred to the Employer pursuant to this procedure shall be paid **Eighty ($80.00) dollars per day, effective April 1, 2016. Effective January 1, 2017, such employee shall be paid Ninety ($90.00) dollars per day. Effective January 1, 2018, such employee shall be paid One Hundred ($100.00) dollars per day. Effective January 1, 2019, such employee shall be paid One Hundred Five ($105.00) dollars per day.** There shall be no travel pay or mileage as provided in this Article for travel from and to the employee’s residence outside the “fully employed” area.

5. For travel from job to job within the “fully employed” area when the employee is required to travel more than forty (40) miles, he shall be paid **Fifty Four Cents ($0.54) per mile effective April 1, 2016** between jobs and also travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles traveled, not to exceed eight (8) hours pay in any twenty-four (24) hour period. Mileage shall be computed between jobs within the “fully employed” area rather than from the employee’s residence.

(G) When an Employer provides suitable transportation for the employees, the Employer shall not be required to make any payment for travel expenses under this Article, except, however, he shall be required to pay travel time and subsistence in accordance with this Article. No subsistence shall be paid when the Employer furnishes daily transportation and the employee chooses to travel back and forth from his home. **“Suitable transportation” means vehicles in conformity with Federal Motor Vehicle Safety Standards & Regulations.**

(H) If the employee leaves his work before it is completed and without the consent of the Employer, traveling shall be at the employee’s own time and expense.

(I) Residence shall be solely determined by the employee and the employee shall file this in writing with the Employer and the Union.
(J) Travel for Alaska: The following travel expenses shall be allowed from the lower forty-eight (48) states to Alaska:

The employee shall be paid Fifty Nine Cents ($0.59) per mile effective April 1, 2016 and travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles, not to exceed eight (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation as selected by the Employer.

For travel in the state of Alaska, the employee shall be paid Fifty Nine Cents ($0.59) per mile and travel time at the rate of one quarter (1/4) hour for each fifteen (15) miles, not to exceed eight (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation as selected by the Employer.

In addition, all air travel for the employee shall be coach airfare from the airport of embarkation to the job in Alaska, together with four (4) hours of travel time if the time of travel is less than four (4) hours, and eight (8) hours of travel time if the time of travel is four (4) hours or more.

At the option of the Employer, subsistence shall be One Hundred Twenty ($120.00) dollars per day effective April 1, 2016, five (5) days a week, or days worked, whichever is greater, or suitable room and board [two (2) men to a standard double room with two beds]. This paragraph shall apply to Alaska only and to those situations where employees are sent to Alaska from the lower forty-eight states (mainland) and where employees who are residents of Alaska are required to travel to a job in excess of one hundred (100) miles from his residence.

When an employee is required to travel more than one hundred (100) miles, but less than two hundred and fifty (250) miles from his residence, and is required to work six (6) days in a standard work week, the employee shall be paid seven (7) days subsistence.

When an employee is required to travel two hundred and fifty (250) or more miles from his residence, seven (7) days subsistence shall be paid.

If the employee is discharged for good cause or quits before completion of the work project, his subsistence allowance for meals and lodging shall cease. If the employee does not stay on the work project until the work project is completed, he shall pay his own return transportation.

When the employee arrives at the Alaska airport, ground transportation to the job or the cost thereof shall be furnished by the Employer, plus one-quarter (1/4) hour of pay for each fifteen (15) miles traveled.
When an Employer provides suitable transportation for the employees, the Employer shall not be required to make any payment for travel expenses under this Section J, except, however, he shall be required to pay travel time and subsistence in accordance with this Section J. No subsistence shall be paid when the Employer furnishes daily transportation, and the employee chooses to travel back and forth from his home.

When the employee returns from Alaska, he shall be paid expenses on the same basis as set forth herein for his travel to Alaska.

(K) For the purpose of contributions to all Funds set forth in this Agreement, travel hours paid for shall be considered hours worked.

(L) All travel hours outside of the regular established working hours shall be at time and one half (except for Sundays and Holidays which shall be at double time) in accordance with Sections (E), (H), and (K).

(M) Nothing herein contained shall be considered as inconsistent with the Federal Wage and Hour Laws.

(N) For the purpose of this Article, all miles traveled by an employee shall be determined by reference to maps.google.com. Where the actual point of residence or job is not designated, miles traveled shall be the mileage between the points closest to the actual point of residence or job which are designated in maps.google.com.

(O) Subsistence, in accordance with Paragraphs (D) & (K) above, shall be paid if an employee is prohibited from working because of weather conditions.

(P) An employee shall receive fifty percent (50%) of the travel payment set forth in Paragraphs (B) and (C) of this Article, if applicable, when the employee is entitled to a payment as provided in Article 12, Paragraph (D).

**ARTICLE 12**

**HOURS OF WORK, Shifts AND OVERTIME:**

(A) **HOURS OF WORK:** The standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday or shall conform to the practice on the job site. With prior written notice to the Union, four (4) days at ten (10) hours a day may be worked at straight time in states where it is legal Monday through Friday and need not be consecutive. Any hours worked outside of the standard work day and week as defined above shall be considered overtime hours, unless otherwise specifically agreed to by the Union.
AGREEMENT BETWEEN

NEW MEXICO BUILDING BRANCH,
ASSOCIATED GENERAL CONTRACTORS OF
AMERICA

AND

OPERATING ENGINEERS
LOCAL NO. 953 -953A

Effective Date: June 1, 2014
Termination Date: May 31, 2017
backhoes, cranes, and all similar truck mounted units, trenching machines rigged
to dig seven (7) feet or more (except Ford, Ferguson, Jeeps, Hydro-crane &
similar units), Pile Drivers Derricks, Sierra, Euclid and similar type loaders, drill
rigs, rotary churn and cable tools, moles crushers, screening plants and filter
plants. The Apprentice, Oilier or Fireman shall be under the direct supervision of
the Operating Engineers. An Oilier may be required to operate other small
equipment (such as Forklift & Bobcat) not to exceed two (2) hours; perform
rigging of materials and signaling in conjunction with his other duties.

i. **Ratio of Apprentice to Journeymen:** Apprentice shall be employed in the
following Journeymen-Apprentice ratio: One Journeyman - one Apprentice (the
Apprentice may be the second employee hired). One Apprentice to five (5)
Journeymen, or fraction thereof thereafter.

j. **Ratio of Oilers to Group X crane operators:** When the contractor hires
three Group X crane operators company-wide, he shall hire one oilier. For every
additional three Group X crane operators hired company-wide by the contractor
thereafter, the contractor shall hire one additional oilier, so that the ratio of
Group X crane operators to oilers shall be 3:1, at a minimum.

k. **Grade Checker:** An Operating Engineer, when used as a grade checker, shall be
paid whatever the wage classification was prior to becoming a grade checker.

l. An operator may assist another craft when his machine is not in use, provided
other craft agrees.

5. **Subsistence:** The following subsistence allowance shall apply:

6. The parties agree to encourage the establishment of a pool(s) of well-trained Operating
Engineers in residence in all areas sufficient to man the normally anticipated workload for such
areas. The parties stipulate that the payment of subsistence should be discouraged except when
a project is remote or Operating Engineers in excess of the resident pool are required to man a
project. Under such circumstances the following criteria shall apply:

a. For the purpose of applying subsistence under this Article, the following basing
points, or the employee’s home, whichever is closer, shall be used as basing
points in computing these items.

30 miles beyond Bernalillo County Courthouse in Albuquerque
30 miles beyond the State Capital Building in Santa Fe
30 miles beyond City Hall in Farmington

**For Albuquerque and Santa Fe:**

0-30 miles – no subsistence
30-50 miles - $20.00 per day
50-100 miles - $45.00 per day
100 miles & over - $75.00 per day

“Subsistence will be applied for each day or portion of a day when the employee must travel 100 miles
and over and stay overnight.”

**For Farmington:**
0-30 miles – no subsistence
35-75 miles - $45.00 per day
100 miles and over - $75.00 per day

"Subsistence will be applied for each day or portion of a day when the employee must travel 100 miles And over and stay overnight."

For Los Alamos County:

$50.00 per day

Mutually agreed upon suitable lodging/transportation: These rates stated above do not apply when the employer provides suitable lodging and transportation. Further, on one-day out of town work shifts where the employer provides transportation in a company vehicle, these rates do not apply.

Employees who must travel 35 miles or more from their homes to work at a Building construction site anywhere within Los Alamos County can be Reimbursed up to $50.00 per day for days when they travel to such sites for gasoline, food and/or lodging upon presentation of legitimate receipts for same to the employer.

The option that allows the employer to provide other mutually agreed upon Suitable lodging, food and transportation also exists with respect to Los Alamos County.

For the purpose of applying subsistence for individuals who must travel to work into Los Alamos County, this provision for Los Alamos County takes precedence over the 50-mile radius Santa Fe subsistence provision, which is stated above in this Article XII.

b. Employees shipped to projects over the most directly routes from these basing points, or employee’s home, whichever is closer, shall be paid subsistence allowance. The current State of New Mexico Highway map shall be reference for routes and distances.

7. Building Construction Group Classifications & Wage Schedules – Operating Engineers Local 953

The following wages shall be effective with jobs which are bid or negotiated on or after June 1, 2014 ( Three cents (.03) is deducted from employee’s wages for Build New Mexico.

**GROUP I - SEMI-SKILLED**

Fireman--Oiler, Screedman--Scale Operator such as (Bin-A-Batch)--Rubber Tired Farm Type Tractor-- Tractors under 50 H.P. w/o attachments--Breakman--Concrete curing machine (Bridge type)--Helpers: Mechanic, Grease Truck - Crane Oiler.

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AGREEMENT BETWEEN

FRANKLIN'S EARTHMOVING, INC.

AND

OPERATING ENGINEERS
LOCAL NO. 953 - 953A

Effective date: April 01, 2016
Termination date: March 31, 2017
The Union shall utilize their best efforts to furnish skilled female applicants for employment.

The Unions may require the Employer to divert a portion of each negotiated wage increase into the funds enumerated in Paragraph 3, Group VIII, by giving ninety (90) days written notice prior to the effect date of any such increase.

ZONE PAY

Reference points for determining zone pay shall be as listed below:

The reference point for determining zone pay shall be from the intersection of Interstate Highway 25 and Interstate Highway 40 (the Big “I”) in Albuquerque. The current State of New Mexico official highway map shall be the reference for distances.

Zone I  - Albuquerque - 0 to 50 mile radius from the Big “I” shall be a Free Zone.

- Farmington - 0 to 50 mile radius of Farmington City Hall shall be a Free Zone.

Zone II  - Shall be $3.50 per hour above base pay. Will apply outside of above parameters up to 35 miles.

Zone III  - Shall be $2.50 cents per hour above Zone II for a total of $6.00 per hour and will apply after 35 miles of zone one’s parameters.

When the company provides transportation and motels, zone pay will not apply.

HAZARDOUS PAY - The following pay shall be applicable for every hour an operating engineer is required by governmental regulations and does were special equipment for hazardous work at designated levels. This is applicable in all three zones.

LEVEL C - 10% above regular hourly wage
LEVEL B - 10% above regular hourly wage
LEVEL A - 15% above regular hourly wage

FRINGE BENEFITS

(a) HEALTH AND WELFARE: Each Contractor signatory to this Agreement, shall pay to the Operating Engineers Local 953 Health and Welfare Trust Fund $3.60 for each hour worked by employees covered by this Agreement. This provision is effective as of the first whole payroll period on or after January 1, 2016. In the event that a Contractor becomes signatory to this Agreement subsequent to such date, the payment required hereby shall commence as of the first whole payroll period on or after such execution date.
LiUNA Local #16 Agreement

K. R. Swerdfeger Construction, Inc.

2015-2016

2017
ARTICLE – XXIV
ZONE PAY

Section 1 The Parties agree to encourage the establishment of a pool of well-qualified laborers in all areas sufficient to man the normal anticipated workload for such areas. The parties stipulate that the payment of subsistence should be discouraged except when a project is remote or when laborers in excess of the resident pool are required to man a project. Under such circumstances, the following criteria shall apply.

Section 2 For the purpose of defining for zone pay to apply to the union hiring hall of Albuquerque, Española, Farmington, and Las Cruces shall be used as basing points in computing these items.

Section 3 Employees shipped to work on projects more than fifty (50) miles beyond the union hall they are referred out of, shall be paid subsistence allowance. The current State of New Mexico Official Highway Map shall be the reference for routes and distances.

Section 4 Whenever the employer provides transportation in a company vehicle anywhere in the state and when he provides mutually agreeable suitable lodging in areas where overnight stays are necessary, these subsistence rates do not apply. When employer is providing transportation for employees, employer must be ready to leave within 15 minutes after quitting time or refer to Article XIII

FREE ZONE - 0 to 50 miles
Zone 2 - 50 – 85 miles from above referenced points $3.50 per hour above base wage.
Zone 3 - over 85 miles from above reference points $5.00 per hour above base wage.

ARTICLE – XXV
LABORERS’ FRINGE BENEFIT & TRAINING RATES
HEAVY HIGHWAY

In addition to the wage rates specified in Supplements A, B, C, & D, there shall be paid the following rates for Fringe Benefits. (No vacations)

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25
New Mexico

Laborers' AGC Agreement

Between

And

LIUNA Local Union No. 16

And

Southern California District Council
A. If a contractor intends to utilize this provision on any particular project or job, he must notify the Union in writing by FAX or letter at least 48 hours prior to the start of this work. Absent of such notification, the negotiated wage rates in this contract shall apply for the entirety of such project or job, including but not limited to, any change orders.

B. The contractor will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct rates when responding to requests for prevailing wage data.

ARTICLE XIX – SUBSISTENCE

Subsistence: The following subsistence allowance shall apply.

50 miles and over $ 5.00 per hour, not to exceed 10 hours per day.

The Parties agree to encourage the establishment of a pool of well-qualified laborers in all areas sufficient to man the normal anticipated workload for such areas. The parties stipulate that the payment of subsistence should be discouraged except when a project is remote or when laborers in excess of the resident pool are required to man a project. Under such circumstances, the following criteria shall apply:

A. For the purpose of applying subsistence, the union halls of Albuquerque, Española, Farmington, and Las Cruces shall be used as basing points in computing these items.

B. Employees shipped to work on projects more than fifty (50) miles beyond the union hall they are referred out of, shall be paid subsistence allowance, not to exceed 10 hours. The current State of New Mexico Official Highway Map shall be the reference for routes and distances.

C. Whenever the Contractor provides transportation in a company vehicle anywhere in the state and when he provides mutually agreeable suitable lodging in areas where overnight stays are necessary, these subsistence rates do not apply. When Contractor is providing transportation for employees, contractor must be ready to leave within 15 minutes after quitting time or refer to Article XIII.

ARTICLE XX – GENERAL

A. 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 by writing, signed by the Council and