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 employee 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**

<table>
<thead>
<tr>
<th>New Mexico and Colorado</th>
<th>1/1/11</th>
<th>7/1/11</th>
<th>1/1/12</th>
<th>7/1/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeymen / Mechanic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxable Wage</td>
<td>28.91</td>
<td>29.41</td>
<td>29.51</td>
<td>30.01</td>
</tr>
<tr>
<td>Medical Fund</td>
<td>4.60</td>
<td>4.60</td>
<td>4.60</td>
<td>4.60</td>
</tr>
<tr>
<td>Pension Fund</td>
<td>5.63</td>
<td>5.63</td>
<td>6.03</td>
<td>6.03</td>
</tr>
<tr>
<td>JATC Fund</td>
<td>.50</td>
<td>.50</td>
<td>.50</td>
<td>.50</td>
</tr>
<tr>
<td>Build N. M.</td>
<td>.03</td>
<td>.03</td>
<td>.03</td>
<td>.03</td>
</tr>
<tr>
<td>LMCT Fund</td>
<td>.05</td>
<td>.05</td>
<td>.05</td>
<td>.05</td>
</tr>
<tr>
<td><strong>Total Package</strong></td>
<td>$39.72</td>
<td>$40.22</td>
<td>$40.72</td>
<td>$41.22</td>
</tr>
</tbody>
</table>

| Texas                   |         |         |         |         |
| Journeymen / Mechanic   |         |         |         |         |
| Taxable Wage            | 21.91   | 22.31   | 22.31   | 22.71   |
| Medical Fund            | 4.60    | 4.60    | 4.60    | 4.60    |
| Pension Fund            | 5.63    | 5.63    | 6.03    | 6.03    |
| JATC Fund               | .50     | .50     | .50     | .50     |
| Build N. M.             | .03     | .03     | .03     | .03     |
| LMCT Fund               | .05     | .05     | .05     | .05     |
| **Total Package**       | $32.72  | $33.12  | $33.52  | $33.92  |

| Los Alamos County N. M. |         |         |         |         |
| Journeymen / Mechanic   |         |         |         |         |
| Taxable Wage            | 31.34   | 31.84   | 31.94   | 32.44   |
| Medical Fund            | 4.60    | 4.60    | 4.60    | 4.60    |
| Pension Fund            | 5.63    | 5.63    | 6.03    | 6.03    |
| JATC Fund               | .50     | .50     | .50     | .50     |
| Build N. M.             | .03     | .03     | .03     | .03     |
| LMCT Fund               | .05     | .05     | .05     | .05     |

19
LABOR AGREEMENT BETWEEN THE 
SIGNATORY MASONRY CONTRACTORS, 

AND THE 

BRICKLAYERS & ALLIED CRAFTWORKERS 
LOCAL UNION No. 3 
ARIZONA - NEW MEXICO 
Of 
THE FOUR CORNERS 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, 2013 to MARCH 31st, 2016 

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

BAC #3 Negotiations Committee: 
James D. Cahill, Ray Keen, Pat Schwarz, Earl Taylor
9. Slow Downs, forcing of overtime, spread-work tactics, standby crews and featherbedding practices have been and are condemned.

10. Stewards shall be qualified workmen. There shall be no non-working stewards.

11. The steward shall call time on the job (such as start or stop) at any time the foreman of the job is absent or in no position to do so.

12. Placing of fill in masonry shall be under the supervision of a bricklayer.

**ARTICLE XVII – WAGES (COMMERCIAL)**

**Section A.** The hourly wage rates for all employees performing all Brick, Block, Stone, PCC, & Marble work covered under this Agreement shall be as follows: Addendum A (Commercial Davis Bacon CBA Rate)

**Section B.** If during the course of this agreement any additional contribution levels in any of the fringe benefits provided herein are needed, the money shall be diverted from the wage into the funds to meet those needs.

**Section C.** The hourly wage rates for all employees performing all Tile, Terrazzo, Cement, Plaster & Mosaic, work covered under this Agreement shall be as follows: Addendum B

**Section D.** The Union shall have the option of allocating a portion or all of the increases in wage rates for the periods beginning April 1, 2013 among the various benefit funds specified in Article IX.

**Section E.** The hourly wage rates for all employees performing all Heavy Engineering Refractory work covered under this Agreement shall be as follows: Addendum C

**Section F.** For the sole purpose of negotiating adjustments in the hourly wage rates as set forth in Section A of this provision, either party may reopen this Agreement for negotiations by giving written “Notice of Wage Reopening” to the other party not later than thirty (30) days prior to April 1, 2016. The parties will meet as promptly as possible in an endeavor to reach agreement. If no agreement is reached as of April 1, 2014, either party shall have the right to resort to economic recourse, notwithstanding the provisions of Article X. It is understood and agreed that failure to reach agreement shall not give either party the right to terminate or alter this Agreement and that the wage rates specified in Section A above shall remain in effect unless agreement is reached. Notwithstanding any re-opener of this agreement Article X shall remain in effect and may not be re-opened until March 2014, unless the parties agree in writing signed by both parties to re-open it. There shall be no strikes or lockouts within 60 days of any re-opening of this agreement, if the parties agree to allow Article X to become a part of any re-opening.

1. **HIGH PAY:** Workers employed on forty (40) or more feet above the ground or above a solid floor, deck or flat roof shall receive premium pay as follows:

<table>
<thead>
<tr>
<th>Height</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 to 80 feet</td>
<td>$ .25 per hour</td>
</tr>
<tr>
<td>80 to 120 feet</td>
<td>$ .50 per hour</td>
</tr>
<tr>
<td>120 to 160 feet</td>
<td>$ .75 per hour</td>
</tr>
<tr>
<td>Above 160 feet</td>
<td>$1.00 per hour</td>
</tr>
</tbody>
</table>

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.

**B R I C K & B L O C K

Levels 4’ & 2’
Trowel 12” or better
Margin Trowel
Tuck Pointer
Jointers
Brick Hammer
Brick Set
Brush
Measuring Tape
Brick Rule
Line Fasteners
Dura-wall Cutters
½” Mason Chisels
3” Mason Chisels
Chalk box
Pencils, markers, sharpeners

**T I L E

Chalk box
Pencils, markers, sharpeners

T I E

Regular Cutting Board
Framing Square
Side Bilers & Large Bilers
Rubber Mallet & Beating Block
Levels 4’ & 2’
Chalk Box
Claw Hammer
12” Steel Tape
½” and ¼” Chisel (tipped)
Flat Trowel
Wood Float
½” notched trowel
3/8” or ½” notched trowel
3/16” V-notched trowel
Gauging, margin or pointing trowel
Wire cutters (tin snips)
Staple gun or hammer
Hawk
Rubbing Stone
Pencils, markers, sharpeners

**S T O N E

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

C E M E N T

Utility Brush
6 X 2 ½ Stainless Edger
Stainless Edger 6X4
16” Magnesium Float
Mahogany Wood Float
9 X 4 Rubber Float
6 X 3 Stainless Steel Groover
Jason Dean  
Director  
Labor Relations Division  
New Mexico Department of Workforce Solutions  
625 Silver Ave. SW  
Suite 410  
Albuquerque, NM 87102

June 30, 2015

RE: Submission of Collective Bargaining Agreements for the Updating of the Prevailing Wage Rate on Public Works Projects in New Mexico

Mr. Dean:

I am currently a representative of the designated union and its locals who are party to the Collective Bargaining Agreements enclosed with this letter. I hereby file the enclosed Collective Bargaining Agreements for the purpose of requesting an update to the prevailing wage and fringe benefits rates to be applied to all public works projects for types A, B, C, & H, applicable to the job classifications provided for by the aforementioned Collective Bargaining Agreements.

The filing of this Collective Bargaining Agreements is made pursuant to the Public Works Minimum Wage Act, NMSA 1978, Section 13-4-11(B)(4), which mandates that prevailing wage rates for public works projects in New Mexico shall be compiled as official records and that such records shall be updated in accordance with the applicable rates used in subsequent collective bargaining agreements. Please update the official wage-rate records in accordance with the filing of this Collective Bargaining Agreement.

The attached Collective Bargaining Agreements are fully executed and currently in effect, and it covers work performed by the Inside Classifications in the following counties in New Mexico within the jurisdiction of the local union signatory to the agreement: All New Mexico counties with the exception of Hidalgo, Luna, Dona Ana, and Otero, and for work performed by the Outside Classifications Statewide.

I have provided copies of the Inside Electrical Construction Collective Bargaining Agreement between IBEW Local 611 and New Mexico Chapter, National Electrical Contractors Association, including wage and fringe benefit rate information for all applicable job classifications covered by the respective agreements including the names and signatures of all parties to the agreement.
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>
<thead>
<tr>
<th>City</th>
<th>Miles From Main Post Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albuquerque</td>
<td>40 miles</td>
</tr>
<tr>
<td>Belen</td>
<td>12 miles</td>
</tr>
<tr>
<td>Carrizozo</td>
<td>12 miles</td>
</tr>
<tr>
<td>Clovis</td>
<td>12 miles</td>
</tr>
<tr>
<td>Espanola</td>
<td>14 miles</td>
</tr>
<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>
</tbody>
</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 ($ .45) for the Zone B; by sixty cents ($ .60) for Zone C; and by eighty-five cents ($ .85) for Zone D.

**ZONE A DISPATCH POINTS**

<table>
<thead>
<tr>
<th>City</th>
<th>Miles from Main Post Office</th>
</tr>
</thead>
<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>
</tr>
</tbody>
</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 ($ .45).

Zone C extending up to twenty-eight (28) miles beyond Zone A, rates per hour shall be increased by sixty cents ($ .60).

Zone D anything beyond twenty-eight (28) miles beyond Zone A, rates per hour shall be increased by eighty-five cents ($ .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.
Master Labor Agreement
Between
New Mexico Building Branch, A.G.C.

and

Chauffeurs, Teamsters and Helpers
Local No. 492

Effective date
November 15, 2008 to September 30, 2011
Article X for the duration of such strike, stoppage or slowdown: a) for any Contractor or Contractors to cease work or to lock out its or their employees; or b) for any Union to strike. The Council and Association shall give the other at least 48 hours prior written notice of such action.

ARTICLE XI – JURISDICTION AND JOB CLASSIFICATIONS

1. Hourly Rates. The hourly wage rates and classifications listed in this Article XI under the terms of this Agreement within the New Mexico jurisdiction shall apply on all work performed.

2. Insurance and Taxes. Each Contractor shall carry Workmen’s Compensation Insurance on all employees covered by this Agreement.

3. Payroll Deductions. Each Contractor shall give to each employee with each check a statement itemizing the employees’ gross amount earned, hours worked, Social Security Tax, Withholding Taxes, and all other deductions.

4. It is agreed between the Contractor and this Local Union that the Teamsters will operate, load and/or unload all trucks.

5. Wage Schedule. Wages and contributions shall become effective with the first whole payroll period beginning on or after the dates listed below. The wage rates provided for in sub-paragraph b. of this Article apply to jobs which were bid or negotiated on or after the date this Agreement is officially signed.

   a. Zone Definitions:

   BASE POINTS (All mileage shall be road miles.)

   Alamogordo          Farmington          Raton
   Albuquerque         Gallup             Roswell
   Artesia             Grants             Ruidoso
   Bayard              Hobbs              Santa Fe
   Belen               Las Cruces         Santa Rosa
   Carlsbad            Las Vegas           Silver City
   Clovis              Lordsburg          Socorro
   Deming              Lovington          Taos
   Espanola            Portales           Tucumcari
   Eunice

All of Los Alamos County shall be Zone II
At the cities of Albuquerque, Santa Fe, Roswell, Clovis, the city limits shall be the starting point for measuring road miles to any job. ALL OTHER measuring shall be road miles from the Court House of the towns and cities listed above.

Zone I shall be the jobs or projects within twenty-five (25) road miles from the starting points listed above.

Zone II shall be those jobs or projects which are more than twenty-five (25) road miles, but less than fifty (50) road miles from Base Points.

Zone III shall be those jobs or projects which are fifty (50) road miles or more from the Base Points.

Note: Zone Pay is the wage rate for the areas described above and is not to be construed as subsistence, travel allowance, mileage or pay for travel time.

i) **OUT OF TOWN TRIPS:** Any Teamster employee making an out-of-town trip shall be reimbursed for lodging if required to layover away from home, time of duty shall not exceed ten (10) hours for any one layover.

b. **Wages:**

**GROUP I**

Pickup ¾ ton and under - service station, including lubrication, light tire repair and washer - swamper or riding helper - 2 or 4 up; Ambulance driver.

<table>
<thead>
<tr>
<th></th>
<th>11/15/08</th>
<th>10/01/09</th>
<th>10/01/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone I</td>
<td>$13.64</td>
<td>$14.19</td>
<td>$14.76</td>
</tr>
<tr>
<td>Zone II</td>
<td>$15.69</td>
<td>$16.32</td>
<td>$16.97</td>
</tr>
<tr>
<td>Zone III</td>
<td>$16.29</td>
<td>$16.94</td>
<td>$17.62</td>
</tr>
</tbody>
</table>

**GROUP II**

Bus or Taxi Driver - - Dump or batch truck under 8 C.YW.L.C. - - Flatbed (bobtail) 2 ton and under - - Mechanic and Welder helper - - Forklift under 5 ton MRC.

<table>
<thead>
<tr>
<th></th>
<th>11/15/08</th>
<th>10/01/09</th>
<th>10/01/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone I</td>
<td>$13.87</td>
<td>$14.42</td>
<td>$15.00</td>
</tr>
<tr>
<td>Zone II</td>
<td>$15.93</td>
<td>$16.57</td>
<td>$17.23</td>
</tr>
<tr>
<td>Zone III</td>
<td>$16.52</td>
<td>$17.18</td>
<td>$17.87</td>
</tr>
</tbody>
</table>
GROUP III

Dump trucks (including all highway and off highway) 8 up to 16 C.Y.W.L.C. - - Water, fuel or oil trucks less than 3,000 gal. - - Flatbed (bobtail) over 2 tons.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
<th>Rate</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>$14.33</td>
<td>$14.90</td>
<td>$15.50</td>
</tr>
<tr>
<td>II</td>
<td>$16.38</td>
<td>$17.04</td>
<td>$17.72</td>
</tr>
<tr>
<td>III</td>
<td>$16.97</td>
<td>$17.65</td>
<td>$18.36</td>
</tr>
</tbody>
</table>

GROUP IV

Distributor Driver - - Heavy tire repairman - - Lumber carrier driver - - Young buggy or similar equipment - - Transit mix or agitator 2 or 3 axle bobtail equipment - - Scissor truck - - Bulk cement bobtail 2 or 3 axles - - Semi-trailer driver (flatbed or van single axle) - - Forklifts 5 ton and over MRC - - Field equipment servicemen.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
<th>Rate</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>$14.35</td>
<td>$14.92</td>
<td>$15.51</td>
</tr>
<tr>
<td>II</td>
<td>$16.40</td>
<td>$17.06</td>
<td>$17.74</td>
</tr>
<tr>
<td>III</td>
<td>$16.97</td>
<td>$17.65</td>
<td>$18.36</td>
</tr>
</tbody>
</table>

GROUP V

Dumpster and dumpcrete driver - - Water, fuel or oil truck 3,000 to 6,000 gal. - - Lowboys and light equipment driver - - Euclid type tank wagon under 6,000 gal.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
<th>Rate</th>
<th>Rate</th>
</tr>
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<tbody>
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<tr>
<td>II</td>
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<td>III</td>
<td>$17.06</td>
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<td>$18.45</td>
</tr>
</tbody>
</table>

GROUP VI

Vacuum truck - - Dump trucks (including all highway and off highway 16 up to 22 C.Y.W.L.C.)

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
<th>Rate</th>
<th>Rate</th>
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<tbody>
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<tr>
<td>III</td>
<td>$17.20</td>
<td>$17.89</td>
<td>$18.61</td>
</tr>
</tbody>
</table>
GROUP VII

Transmit mix or agitator semi or 4 axle equipment driver -- Flandt truck type spreader box driver -- Slurry truck driver -- bulk cement driver -- semi-doubles -- 4 axle bobtail -- winch truck and "A" frame -- dump trucks (including all highway and off-highway) 22 C.Y.W.L.C. up to 36 C.Y.W.L.C. -- Head field equipment servicemen.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
<th>Zone II</th>
<th>Rate</th>
<th>Zone III</th>
<th>Rate</th>
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<td>$18.74</td>
</tr>
</tbody>
</table>

GROUP VIII

Euclid diesel power turnarocker -- Terra cobra –DW10-DW20 -- LeTourneau pulls and similar diesel powered equipment when used to haul materials and assigned to a Teamster -- Lowboy heavy equipment driver -- Water, fuel or oil 6,000 gal. and over including tank wagon drivers, semi-trailer drivers (flatbed or van, tandems), light equipment mechanic -- Dump trucks (including all highway and off-highway) 35 C.Y.W.L.C. and over -- Truck and trailer or semi-trailer (flatbed) -- Eject all.

<table>
<thead>
<tr>
<th>Zone I</th>
<th>Rate</th>
<th>Zone II</th>
<th>Rate</th>
<th>Zone III</th>
<th>Rate</th>
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<tbody>
<tr>
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<td>$18.21</td>
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<td>$18.94</td>
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</tbody>
</table>

GROUP IX

Warehousemen including material checker -- Cardex men -- Expediter -- Lowboy (heavy equipment double gooseneck) -- Heavy equipment mechanic -- Welder (body and fender men).

<table>
<thead>
<tr>
<th>Zone I</th>
<th>Rate</th>
<th>Zone II</th>
<th>Rate</th>
<th>Zone III</th>
<th>Rate</th>
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<tbody>
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<td>$15.69</td>
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<td>Zone II</td>
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<td>Zone III</td>
<td>$17.72</td>
<td></td>
<td>$18.43</td>
<td></td>
<td>$19.17</td>
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</tbody>
</table>

c. Teamsters classifications not listed shall be paid a rate comparable to classifications listed above.

d. **HIGHER CLASSIFICATION.**

When an employee is assigned to work for more than thirty (30)
minutes at a different classification calling for a higher rate of pay, he shall be paid the higher rate of pay for actual time worked, up to a maximum of half shift. If the work assignment does not exceed a period of thirty (30) minutes the lower rate of pay of his regularly assigned classification shall prevail up to and including a thirty (30) minute assignment. In no event is an employer to rotate employees who are competent to perform the higher classified work to circumvent paying the higher wage.

When a work assignment which carries a higher rate of pay exceeds a half-shift, the employee shall receive the higher rate of pay for the shift worked.

e. **WARM-UP TIME**

When required, due to weather conditions or the efficient operation of equipment, one Teamster may be employed to start the equipment prior to the beginning of the shift and shall be paid time and one-half his regular rate of pay.

f. **UTILITY TEAMSTER**

To ensure continuous operation a utility Teamster may be hired and shall be paid twenty-five (25) cents per hour above the highest pay rate which he is required to operate. The utility Teamster shall not be used to cover the work normally assigned to two (2) or more Teamsters.

g. **OPERATING MORE THAN ONE TRUCK OR TEAMSTER EQUIPMENT.**

It is agreed that an employee shall make but one (1) change a day from one (1) truck to another and return to the first truck (if first truck is down for maintenance or repair, employee may return to another truck of the same type originally operated), unless otherwise negotiated for a particular situation. This rule does not affect repair work or utility drivers.

h. **SPECIAL PROVISION FOR LIGHT COMMERCIAL AND RESIDENTIAL CONSTRUCTION.**

The provisions of this will apply to the construction, erection, alteration, repair, modification, addition to or improvement in whole or in part of structures for which the major support system is wood frame construction, and will also include all residential housing and apartments, convenience stores, fast food restaurants, automobile service stations, and motels up to two (2) stories high regardless of type of construction.

The base rate for light commercial and residential construction will be eighty percent (80%) of the base rate provided for in this Agreement.

i. **WAREHOUSEMEN.**

23
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
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
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 Journeyman: 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 Journeyman (“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
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. Current 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”.
Centennial

Labor Agreement

100 YEARS

NEW MEXICO / EL PASO, TEXAS

APRIL 1, 2010
THROUGH
MARCH 31, 2015
Section 13.4

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

Zone 1, Zone 2

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 within an Employer's home zone. An Employer's home zone will consist of a 90 mile regularly traveled route drive from the main post office in the municipality of the Employer's primary place of business or bona fide branch offices.

(2.) An Employer whose primary place of business is located outside of the jurisdiction of the Local Union, the 90 mile direct route drive will be from the main post office in Albuquerque.

(B) Zone 2 will be described as:

(1.) Any area outside the Employer's home zone, as described in Section (A), subsections (1) or (2) of this Article, unless the jobsite is within a ninety (90) mile regularly traveled route drive of an employee's principle place of residence in which case the Employer will not be required to pay subsistence to that employee while working on that jobsite.

(2.) If an overnight stay is required, $20.00 subsistence will be paid for each day worked outside of the Employer's home zone as described in Section (B) subsection (1.) of this Article.

Note: Subsistence will only be required on Industrial Projects as described in Article XII 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.
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 principle 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.

Road Sprinkler Fitters
Local Union 669
ARTICLE 11

TRAVEL EXPENSES:

(A) Effective April 1, 2013, 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 Fifteen Dollars ($15.00) per day, effective April 1, 2013. Effective April 1, 2014, such employee shall be paid Sixteen Dollars and Fifty Cents ($16.50) per day. Effective April 1, 2015, such employee shall be paid Seventeen Dollars and Fifty Cents ($17.50) 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-Five Dollars ($25.00) per day, effective April 1, 2013. Effective April 1, 2014, such employee shall be paid Twenty-Six Dollars and Fifty Cents ($26.50) per day. Effective April 1, 2015, such employee shall be paid Twenty-Seven Dollars and Fifty Cents ($27.50) 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 Seventy-Five Dollars ($75.00) per day, effective April 1, 2013. Effective April 1, 2014, such employee shall be Eighty Dollars ($80.00) 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 Forty-Five Cents ($0.45) 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, 2013.

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 Forty-Five Cents ($0.45) 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, 2013.

(F) 1. The parties to this Agreement, may, by mutual written agreement, 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 Seventy-Five Dollars ($75.00) per day subsistence effective April 1, 2013. Effective April 1, 2014, such employee shall be Eighty Dollars ($80.00) 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 Forty-Five Cents ($0.45) per mile 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 transportation 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 Forty-Five Cents ($0.45) 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.

For travel in the state of Alaska, the employee shall be paid Forty-Eight Cents ($0.48) 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 Ninety Dollars ($90.00) per day effective April 1, 2013, 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), (G), and (J).
(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.

(C) Subsistence, in accordance with Paragraphs (D) & (J) 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.

(B) **SHIFTS:** Shift work may be performed at the option of the Employer; however, when shift work is performed it shall be on the same job site, and it must continue for a period of five (5) consecutive work days. Eight (8) hours of work constitutes a shift. The hourly rate for men on the second and/or third shifts shall be fifteen percent (15%) above the basic hourly rate. There shall be a minimum of two (2) men on each shift. It shall not be required to work a day shift in order to work a second and/or third shift in accordance with this paragraph.

(C) **OVERTIME:** All overtime, except for Sundays and Holidays shall be at the rate of time and a half. Overtime worked on Sundays and Holidays shall be at double time. The following days shall be considered Holidays:

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day.
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 Journeymen - one Apprentice (the Apprentice may be the second employee hired). One Apprentice to five (5) Journeymen, or fraction thereof thereafter.

j. **Ratio of Oiliers 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 oiliers 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, 2015
Termination date March 31, 2016
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 Southwest Multi-Craft 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.

The Agreement and Declaration of Trust of the Southwest Multi-Craft Health and Welfare
LiUNA Local #16 Agreement

K. R. Swerdfeger Construction, Inc.

2015-2016
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 zonepay 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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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