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Title: **Mechanical Contractors Association of New Mexico, Inc. and United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States & Canada (PPF), Local 412 (2002)**

K#: **8669**

Employer Name: **Mechanical Contractors Association of New Mexico, Inc.**

Location: **NM Albuquerque**

Union: **United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States & Canada (PPF)**

Local: **412**

SIC: **1711**

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K 8669  
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**LABOR AGR**

UNITED ASSOCIATION OF  
**PLUMBERS**  
AND  
**PIPEFITTERS**



**APRIL 1, 2002**

**THRU**

**MARCH 31, 2006**



## PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the wages, hours and other conditions of employment and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen, apprentices or other classifications, which are covered by this Agreement so that the Employer may have sufficient capable Employees and the Employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockouts or other labor-management disputes.

THIS AGREEMENT made at Albuquerque, New Mexico, the first day of April 2002, by and between the MECHANICAL CONTRACTORS ASSOCIATION OF NEW MEXICO, INC., hereinafter called the "EMPLOYER ASSOCIATION" on behalf of all its members present and future, as bargaining agent for such plumbing, heating, and piping contractors and non -Association member signatories who have negotiated this Agreement and who are, together with Association Members, referred to herein individually and collectively as 'EMPLOYERS, and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL UNION 412, hereinafter referred to as the "UNION" as exclusive bargaining representative of the journeymen and apprentices employed by the Employer hereinafter referred to at times as 'Employee.'

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## **ARTICLE I**

### **Recognition**

#### **Section 1.1**

The Employer recognizes the Union as the collective bargaining agent for all employees employed by them performing the classification of work under the jurisdiction of the Union consistent with Section 8 (f) and the recognition of majority status consistent with 9 (a) of the National Labor Relations Act.

#### **Section 1.2**

The Union and employees hereby recognize the MECHANICAL CONTRACTORS ASSOCIATION OF NEW MEXICO in behalf of all its members present and future, as bargaining agent for such plumbing, heating, and piping contractors and non-Association member signatories who have negotiated the Agreement and who are, together with Association Members, referred to individually and collectively as "Employers".

## **ARTICLE II**

### **Geographical Jurisdiction**

#### **Section 2.1**

This Agreement applies to the entire State of New Mexico and also to any additional area over which jurisdiction is assigned to Local Union No. 412 by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

## **ARTICLE III**

### **Trade or Work Jurisdiction**

#### **Section 3.1**

This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling,

erection, installation, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing, handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work included in the current Constitution of the United Association. CAD/pipe detailers are available upon request.

### **Section 3.2**

Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by any employees covered by this Agreement.

### **Section 3.3**

*The operation of pumps, air compressor and welding machines, when used in conjunction with work covered by this agreement, shall be done by any employees covered by this Agreement. The testing and balancing of all plumbing and pipe fitting systems or component parts; thereof, shall be done by any employees covered by this Agreement.*

### **Section 3.4**

It is understood that the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency.

### **Section 3.5**

It is understood that a trade or craft dispute in a United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with the procedure established in the current Constitution of the United Association.

## **Section 3.6**

There shall be no work stoppage because of jurisdictional disputes.

# **ARTICLE IV**

## **Union Security**

### **Section 4.1**

All present employees of the Employer coming under the provisions of this Agreement shall, as a condition of continued employment, become members of the Union immediately after the seventh (7th) day following the date of the signing of this Agreement and shall remain members in good standing during the term thereof. All employees coming under the provisions of this Agreement, hired after the date of the signing hereof, shall, as a condition of continued employment, become members immediately after the seventh (7th) day following the date of their employment and shall remain members of the Union in good standing during the term hereof.

### **Section 4.2**

"Good Standing", for the purpose of this article, is defined to mean the payment or tendering of initiation fees and periodic Union dues uniformly required to an authorized agent of the Union. The Employer will discharge any employee who fails to obtain and/or maintain membership as provided above, upon the written request of the Union itemizing the delinquent's account with the Union. A copy of such request shall be provided to the employee.

### **Section 4.3**

The Employer shall discharge such employee within seven (7) days after receipt of notice provided.

### **Section 4.4**

Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed provided they do not

unnecessarily interfere with the employees or cause them to neglect their work and further provided such union representatives comply with customer rules.

## **ARTICLE V**

### **Referral and Hiring Procedure**

#### **Section 5.1**

*The Union is recognized as the exclusive hiring hall for Employers for work within the jurisdiction of Local Union No. 412 and provides for an exclusive system of recruiting applicants for referral to jobs on a legal, non-discriminatory basis.*

#### **Section 5.2**

Whenever an Employer requires a journeyman or apprentice on any job, he shall notify the Local Union office, either in writing or by telephone during the Union's office hours, and shall hire only such journeymen and apprentices as are referred by the Union, except as otherwise provided in this Agreement.

In requesting referrals from the Union the contractor shall specify:

- (a) Project location
- (b) *Construction nature and time involved*
- (c) Starting/quitting time
- (d) Type of work to be performed
- (e) Number of workers required
- (f) Relatively accurate approximation of job duration
- (g) Such other information as the contractor deems essential in order that the Union may make proper referrals.



### **Section 5.3**

In the event that the Union does not dispatch employees in numbers requested within three (3) working days following the day the request of the Employer for employees is received, excluding weekends and holidays, the Employer may employ any licensed journeymen with equal or superior skills and shall, within twenty-four (24) hours of the commencement of such employment, give the Union written notice stating names, social security numbers and dates of employment. As used above and subsequently in Section 5.8, "licensed" means a license or certificate of competence issued by the State of New Mexico Regulation and Licensing Department appropriate and applicable to the job to be performed.

### **Section 5.4**

All such employees shall have the status of "Temporary Employees" and shall be subject to immediate replacement, upon written request from the Union, provided the union can provide employees with equal or superior skills to the temporary employee.

### **Section 5.5**

However, the above three (3) day limit will not apply to requests for employees with special skills, Q clearances or calls requesting more than ten (10) employees; these calls will be filled within a reasonable length of time.

### **Section 5.6**

Licenses and certifications held by any employee shall be provided by and listed by the applicant's name on the appropriate out-of-work list.

### **Section 5.7**

The Union shall establish and maintain an appropriate registration facility for qualified applicants available for employment as journeymen or apprentices of the piping industry. Applicants shall be registered between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted, at 510 San Pedro, S.E. Albuquerque, New Mexico, on one of the appropriate

classification and/or trade out-of-work list, in order of time and date of registration. It is understood that Employers may call for applicants anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted; and applicants will only be dispatched between the hours of 8:00 a.m. and 12:00 noon, (hours may change as conditions dictate) Monday through Friday, holidays excepted, on the day following receipt of contractor's request for referral. Each applicant for employment shall be required to furnish such data, records, names of employers and licenses as may be deemed necessary for proper registration and/or referral. Applicants for employment shall also prepare and keep on file a resume of any special skills that they possess and be responsible for keeping the skill and work history resume up-to-date.

## **Section 5.8**

The Employer shall employ only qualified journeymen and apprentices. *Apprentice plumbers and pipe fitters shall be qualified for employment if, and only if, they have been approved by the Joint Apprenticeship Committee referenced in Section 9.1 and only if they are indentured in an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Apprenticeship Council.* Licensed journeymen, plumbers and pipe fitters shall be qualified for employment if, and only if, they meet one or more of the following requirements:

- (a) at least five (5) years actual practical working experience at the plumbing or pipefitting trade as a journeyman or indentured apprentice in the building and construction industry;
- (b) successful completion of an apprenticeship program in the plumbing or pipefitting trade approved by the United States Bureau of Apprenticeship Training or State Apprenticeship Council; or
- (c) successful completion with a passing score of any competence examination that adequately tests the degree of

skill and training necessary to be a competent journeyman, plumber or pipe fitter. Examples of such competence examinations are those given by the Examining Board of the Union and other Local Unions of The United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

## Section 5.9

The Union shall maintain registers by trade of qualified applicants for employment. The registers shall be established on the basis of the groups listed below. Each qualified applicant for employment shall be registered in the highest priority group for which he/she qualifies.

Group I: All qualified applicants for employment who:

- (1) have five (5) or more years experience at the trade,
- (2) have passed a competency examination described above, or have been certified as a journeyman at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Apprenticeship Council,
- (3) are residents of the geographical area constituting the normal construction labor market served by the Union, and
- (4) have been employed at the trade for a period of at least one (1) year in the last four (4) years under a collective bargaining agreement between the Union and the Employer.

Group II: All qualified applicants for employment who:

- (1) are residents of the geographical area constituting the normal construction labor market served by the Union, and
- (2) have been employed at the trade for at least six (6) months in the last three (3) years under a collective bargaining agreement between the Union and the Employer.

Group III: All qualified applicants for employment who:

- (1) have five (5) or more years experience at the trade, and

- (2) have passed a journeyman's competence examination described above, or who have been certified as a journeyman at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Apprenticeship Council.

Group IV: All other qualified applicants.

## **Section 5.10**

Normal construction labor market" means the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis Bacon Act to which this agreement applies.

## **Section 5.11**

"Resident" means a person who has maintained his/ her permanent home in the normal construction labor market for a period of not less than one (1) year or who having had a permanent home in this area, has temporarily left with the intention of returning to this area as his/her permanent home.

## **Section 5.12**

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. INS form I-9 shall not be part of the referral process.

## **Section 5.13**

No journeyman or apprentice represented by the Union shall be referred to an Employer who refuses to be bound by a bargaining agreement.

## **Section 5.14**

Upon the request of an Employer, the Union shall refer competent and qualified registrants (as indicated by their registration application) to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this Agreement, on a 50/50 basis, that is, for every journeyman dispatched from the availability list starting with the first applicant, the Employer may request one (1) journeyman by name, without regard to the requested registrant's place on any of the Group I out-of-work lists.

## **Section 5.15**

The Employer understands that he may not bank more than one (1) journeyman call by name.

## **Section 5.16**

Requests by Employers for key employees to act as general foremen or foremen shall be honored without regard to the requested applicant's place on the Group I out-of-work list, only on matters of referral. It is understood, however that such procedure cannot be used to circumvent other referral provisions set forth in this article and therefore, an applicant referred as a general foreman or foreman must be hired and remain in such capacity until terminated.

## **Section 5.17**

Requests by Employers for particular journeymen or apprentices previously employed within one hundred twenty (120) calendar days immediately prior to the request shall be given preference of rehire and shall, except as hereinafter limited, be dispatched to that Employer, regardless of the applicant's position on the Group I out-of-work list. No Employer shall be allowed to hire or employ, within the same contract year, more than ten (10) employees who are requested as provided above.

## **Section 5.18**

Bona Fide requests by the Employer for journeymen with special skills and abilities will be honored. The dispatcher shall dispatch persons possessing such skills and abilities as requested by the Employer. Such a decision of the dispatching agent in referring registrants will be made strictly on the basis of qualifications as set forth in registration applications. The Union assumes no responsibility for the actual abilities of the particular worker referred.

## **Section 5.19**

When a registrant accepts a referral and does not report for work, their name shall be placed at the bottom of the list upon which they are entitled to be registered.

## **Section 5.20**

A registered applicant who is actively seeking employment and has a skill and work history resume on file must either be present at the dispatching office when their name is called, or they must answer the phone call between the hours of 8:00 a.m., and 12:noon Monday thru Friday, holidays excepted, with no more than five (5) rings at their home. Should the dispatcher fail to reach the applicant at or through the number they have on file with the hiring hall, the dispatcher shall call, without delay, the next registered or requested applicant for referral. Calls/referrals for emergency (acts of God, health or safety) shall be made at the discretion of the Union. A job hotline may be instituted as an additional information source of current job opportunities.

## **Section 5.21**

Any registrant who is passed over by virtue of Section 5.20 shall maintain their relative position on the list upon which they are registered. Any registrant who is rejected by an Employer shall be referred to another Employer in accordance with the position of their group and their place within the group. When a registrant is referred, as per this section, their name shall be removed from the appropriate out of work list. If such

registrant subsequently works less than one hundred eighty (180) hours and receives a reduction in force, their name shall be reinserted at their former position on the appropriate out of work list.

### **Section 5.22**

Every effort shall be made to give equal opportunities to every applicant on the out-of-work list to fill one hundred eighty (180) hour calls. No applicant shall be referred to the same employer on consecutive one hundred eighty (180) hour calls unless no other applicant is available.

### **Section 5.23**

Employees receiving termination slips marked "not eligible for rehire" from a contractor shall not be referred to that contractor by the dispatching office for a period not to exceed six (6) months without an acceptable interview with that contractor. The results of the interview shall be reduced to writing and forwarded to the dispatching office.

### **Section 5.24**

The Union and the Employer agree that the selection of applicants shall be on a legal "non-discriminatory basis".

### **Section 5.25**

The Employer retains the right to reject any job applicant; provided, however, that the Employer immediately provide the Union with a written statement of reason of rejection.

### **Section 5.26**

It shall not be determined as discriminatory for the Employer to reject an applicant that tests positive on a pre-employment drug screen or fails the regular pre-employment physical evaluation or human performance evaluation conducted by an approved medical provider, as provided in Article XXI of this agreement. A copy of any test results shall be made available to the employee.

## **Section 5.27**

No company new hire procedures shall be executed until such time an individual has successfully completed the pre-employment drug screen, pre-employment physical or a pre-employment human performance evaluation (HPE), if applicable, by a mutually agreed upon medical provider. The employer agrees to pay the employee two (2) hours of pay (minimum) at the applicable wage rate when the applicant successfully passes all required pre-hire testing. The execution of company new hire procedures shall be completed during normal work hours and compensated as such. OCIP projects shall be handled on a case-by-case basis subject to mutual agreement by the affected employer(s) and the Business Manager.

## **Section 5.28**

If an applicant tests positive, the employer may call by name a replacement for any applicant rejected pursuant to Section 5.26 of this Agreement who was called by name. The Union shall regularly refer a replacement for any applicant pursuant to Section 5.20 who was regularly referred. If the original applicant provides the employer with negative test results, as provided in Article XXI, of this Agreement, within forty-eight (48) hours of rejection, he shall be hired by the Employer and his replacement shall be laid off, if necessary, to accommodate him.

# **ARTICLE VI**

## **Management Rights**

### **Section 6.1**

*It is the intent of all parties to this Agreement that the employee will furnish a full, fair day's work for a full, fair day's pay.*

### **Section 6.2**

Management shall be the sole determiner of the size and composition of the work force with the exception of crew size, which shall be thirteen (13) journeymen and/or apprentices. Also, when three (3) foreman and their



crews, as provided in this Agreement, are on the same job, there shall be a general foreman. Management shall have the prerogative of controlling its operations; changing or introducing new improved methods or facilities, subject to the limitations set forth in this Agreement.

- a) Except as provided in Section 5.16, General Foreman and Foreman shall be selected solely by the Company.
- b) General Foreman may have up to three (3) foreman and their crews under the General Foreman's supervision. If less than three (3) crews, the General Foreman may supervise one crew. When more than three (3) foreman are required, there shall be two (2) General Foreman. No General Foreman shall be required to work with the tools while working in the capacity of a General Foreman but will be permitted to work with the tools if mutually agreed between the Company and the Union when not working in the capacity of a General Foreman.
- c) Section 6.2, Subsection (a) and (b) will only apply on a per job basis.

### **Section 6.3**

The Union shall not sanction any employee performing any plumbing, heating, cooling or pipe work after his regular hours for other than his current employer. This does not preclude Union sanctioned charitable activities.

### **Section 6.4**

The Employer shall have the exclusive right to suspend, or discharge any employee for just cause, or discharge any employee who tests positive on a screen for substance abuse, pursuant to a testing program negotiated with the Union or required by law, if the employee refuses an Employee Assistance Program, or refuses to perform any service, work or labor when required to

do so by the Employer as long as it is in accordance with this Agreement. The Union business office shall be notified within twenty-four (24) hours of any suspensions and discharges.

## **Section 6.5**

Skilled Journeymen and Apprentices must recognize that working in an unsafe manner or in an impaired physical condition is counterproductive and a violation of this Agreement. Employees may be required to read and sign substance abuse and safety policies mutually agreed to between the Union and the Employer as outlined in Article XXI of this Agreement. The Employer may require pre-hire physicals, human performance evaluations, including a screen for substance abuse. This will depend on the individual Employer's safety policy, or contract requirements of the General Contractor, which will be furnished to the Union. All employees are responsible for notifying the Employer of any current limitations that could prevent the worker from performing the essential requirements of their job.

## **Section 6.6**

The Employer agrees that no more than two (2) members, each holding at least 20% ownership of a firm, partnership, corporation or any other business entity engaging in jurisdictional work, shall be permitted to work with the tools on a job site. Information shall be provided to Local Union No. 412 concerning proof of ownership and structure of any such business entity. It is further understood that no such person is allowed to accumulate pension credits or health and welfare eligibility account credits when employed in the aforementioned capacity, except under the self-pay COBRA provisions of the applicable trust fund.

## **Section 6.7**

It is agreed that the term "employee" does not include any self-employed person for purposes of accumulating any type of pension credits or health and welfare eligibility account credits. "Self-employed person" includes:

- (a) A sole proprietor who is a contributing Employer,

- (b) A partner in a contributing Employer, regardless of the size of the partnership interest,
- (c) Anyone who, alone or with a spouse, owns 20% or more of the stock of a contributing Employer,
- (d) Anyone else whose ownership interest in a contributing Employer would, in the opinion of the Trustees of the pension funds and the health and welfare fund, jeopardize the tax-exempt status of the funds or violate ERISA.

## **ARTICLE VII**

### **Employee Benefit Funds**

#### **Section 7.1**

The Employer shall make payments to the New Mexico Pipe Trades Health and Welfare Trust Fund, Plumbers and Pipe fitters National Pension Fund, New Mexico Pipe Trades Trust Fund (Defined Contribution), Contract Administrative Fund, Build New Mexico, 401K (options), International Training Fund and the New Mexico Pipe Trades J.A.T.C. Trust Fund for each hour worked by each Journeyman and apprentice whose work is covered by this Agreement in the amounts specified in this Agreement. Payments to the Trust Funds are not required for the hours worked by the two (2) owner-journeyman permitted by Section 6.6 to work with the tools on a job site.

#### **Section 7.2**

The Employer agrees to be bound by the terms of the Agreements and Declarations of Trust of the Trust Funds listed in Section 7.1, as they have been or may be amended in the future, including but not limited to all provisions concerning filing of payroll reports, payment of contributions, bonds, audits, and delinquency procedures. The Employer accepts as Trustees those persons who have been appointed in accordance with said Trust Agreements.

### **Section 7.3**

On or before the fifteenth (15) day of each calendar month, the Employer shall prepare and transmit, to the Fund Manager of the Employees Benefit Funds, a report showing the number of hours worked and gross wages by each employee covered by this Agreement during the payroll periods ending in the preceding calendar month. Such report shall include the social security number of each employee. The report shall be in such form as shall be prescribed by the Trustees of the New Mexico Pipe Trades Funds and the Plumbers and Pipe Fitters National Pension Fund.

### **Section 7.4**

Upon being advised by the Administrative Office of the benefit funds that an Employer is delinquent in payments to be made for a period of more than forty-five (45) days, the Union shall be authorized to, and may, remove the employees from the job or shop of any such Employer notwithstanding the provisions of Article XV, Section 15.1 of this Agreement.

## **ARTICLE VIII**

### **Work Rules & Miscellaneous Provisions**

#### **Section 8.1**

The following work rules are applicable to all work covered by this Agreement.

- (a) Except as provided in Section 5.16 above, the selection of foreman and general foreman shall be solely the responsibility of the Employer. Foremen shall take orders *from individuals designated by the Employer as supervision.*
  
- (b) There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade. There shall be no restrictions on efficient use of manpower other *than as may be required by safety regulations.*

- (c) Workmen shall be at their place of work at the start-ing time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. The parties reaffirm the policy of a full, fair day's work for a full, fair day's pay.
- (d) Practices not a part of the terms and conditions of this collective bargaining Agreement will not be recognized.
- (e) The Union agrees to notify the Employer in writing as to who shall serve as steward. The steward shall be a working journeyman, appointed by the Business Manager or Business Representative of Local Union No. 412. The steward shall, in addition to his/her work as a journeyman, be permitted to perform during working hours such union duties as cannot be performed at other times. It is understood and agreed that the steward duties shall not include any matters relating to referral, hiring and termination, or disciplining of the employees. In case of lay-off, fitness and ability being considered by the employer the steward shall be the last to be terminated. There shall be no none working stewards. The employer shall not discriminate against the steward, nor permit his supervision to discriminate against the steward.
- (f) There shall be no illegal strikes, work stoppages or lockouts.
- (g) There shall be no banking of hours by employees.

## Section 8.2

An employee, reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report. Exceptions; shall be when strike conditions or conditions beyond the contractor's control make it impossible to put such an employee to work, or when an employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

### **Section 8.3**

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

### **Section 8.4**

Employees called out after completion of their regularly scheduled work day shall receive a minimum of two (2) overtime hours or for the hours actually worked, whichever is greater. Employees called out for work on Saturday, Sunday or any holidays designated by this Agreement shall receive a minimum of two (2) hours at the applicable wage rate. This Section does not apply to employees regularly employed on service work.

### **Section 8.5**

When an Employer or an owner/client considers it necessary to shut down a job to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.

## **ARTICLE IX**

### **Apprentice and Journeyman Training**

#### **Section 9.1**

The responsibility for selecting the required number of apprentices and the adopting and administering of National Apprentice Standards" to meet local needs shall be vested in an eight (8) person Joint Apprenticeship Committee consisting of the Business Manager and three (3) journeymen members appointed by Local Union No. 412. The Employers shall designate four (4) committee members by staggered elections to be held annually.

#### **Section 9.2**

- (a) The terms of employment of apprentices, as covered by this Agreement shall conform to the Rules and Regulations of the Joint Apprenticeship Committee of this Industry as they presently exist or as they may be altered from time to time by appropriate procedures.
- (b) All apprentices shall be indentured by the Joint Apprenticeship Committee.
- (c) Apprentices shall work under the supervision of a journey man during their first four (4) years. Any fifth (5th) year apprentice may work alone.

#### **Section 9.3**

Apprentices shall constitute the only employees learning the trade and shall be given every opportunity to master it and may be employed in the following ratio:

- (a) One (1) apprentice for the first journeyman to the number three (3) journeymen; then the ratio goes to three (3) journeymen to one (1) apprentice and so on, all in accordance with the following ratio scale, but at no time may a journey man supervise or work more than one (1) apprentice.

**JOURNEYMEN**

1  
2  
3  
6  
9  
etc . . .

**APPRENTICES**

1  
2  
3  
4  
5  
etc . . .

- (b) A fifth (5th) year apprentice if available, must be employed for every first (1st) year apprentice employed.

**Section 9.4 Utility Worker**

The following work tasks shall be deemed "non-covered work" within the meaning of Article III hereof and shall constitute the agreed scope of work permitted to be performed by "Utility Worker(s)" and shall not be construed to include any other worker or classification of worker. The contractor shall submit information on all such "Utility Worker(s)" to UA Local Union No. 412's main office in writing prior to utilization in this classification.

All general tasks related to pipe trades i.e.: truck driving, pick up and delivery of material, material handling, (by hand only - no rigging or mechanically assisted methods allowed), removal of scrap pipe from the job site, general housekeeping and/or fire watches.

- (a) There shall be only one (1) "Utility Worker" (for each 25 U.A. members) per shop at any one time.
- (b) The position of "Utility Worker" shall be a temporary position and shall be for evaluation purposes only. The period of evaluation shall not exceed six (6) consecutive and continuous months. Said position shall not be that of an employee learning the trade.
- (c) It is agreed that the "Utility Worker" classification in no way shall be a means to replace an apprentice.



## **ARTICLE X**

### **Certifications**

#### **Section 10.1**

All members who list welding as one of their special skills (see Section 5.7) must be certified by the United Association Welders Certification Program. This program prepares the applicant to be qualified for any requirement that may be listed in any project specification.

#### **Section 10.2**

All members who list medical gas installation as one of their special skills (see Section 5.7) must be certified through Local 412's NFPA training course.

## **ARTICLE XI**

### **Hours of Work, Overtime, Shift Work and Holidays**

#### **Section 11.1**

On single shift operations, eight (8) consecutive hours shall constitute a workday. The regular workday shall begin at 8:00 a.m. and end at 4:30 p.m. Monday through Friday. Since efficiency and economy are of prime concern to the parties, the employer at its discretion, may begin the regular day shift at any time between the hours of 6:00 a.m. and 9:00 a.m. Once the regular day shift is established; additional changes must be mutually agreed upon by the Union and the Employer in writing prior to utilization.

#### **Section 11.2**

All time worked after the established work day of eight (8) hours Monday through Friday and on Saturdays shall be paid at one and one-half (1 1/2) times the basic straight time hourly rate. All work commencing with the beginning on the established work day on Sunday and/or holidays and/or hours worked in excess of twelve (12) hours in a day shall be paid at twice the applicable straight time rate.

### **Section 11.3**

No employee shall be required to work more than two (2) hours overtime after completion of his/her regular work shift without a one-half (1/2) hour lunch period and each additional four (4) hours thereafter shall be allowed a one-half (1/2) lunch period. Such lunch periods shall be on company time and the employer shall furnish a suitable lunch at the employer's expense. If no such lunch is provided and the employee works through such lunch period, he/she shall receive one hours pay at the applicable overtime wage rate.

### **Section 11.4**

*When a day shift, 2nd shift or a 3rd shift are worked as two (2) or three (3) shift operations for more than five (5) consecutive days, the day shift shall be paid at the regular classification rate of pay. The 2nd shift shall receive 10% (ten-percent) and the 3rd shift shall receive 15% (fifteen percent) above the regular classification rate of pay. This section applies only to two (2) or three (3) shift operations. In computing overtime pay on shift work, the overtime rate of pay shall be inclusive of shift differential.*

### **Section 11.5**

Employees covered by this agreement shall not be required to work on the following holidays on regular scheduled work days Monday through Friday: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day and Christmas Day. In the event that an employee is required to work on the aforementioned holidays, the employee shall be paid at twice the applicable rate of pay for all hours worked. If any of the named holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of the named holidays falls on Saturday, the previous Friday shall be observed as the holiday.

Note: Veteran's Day will be observed as per Federal guidelines.

## Section 11.6

Flexibility is occasionally required, creating a need for special hours of over-time work and shift work. The following are examples of flexibility and must be requested in writing and be mutually agreed by the Union and the Employer in writing prior to utilization.

- (a) Four (4) ten (10) hour consecutive days at straight time rate, i.e.; Monday through Thursday.
- (b) Four (4) nine (9) hour days and a four (4) hour day (all-consecutive) at straight time rate.
- (c) Special shift (occupied buildings). Upon request of the employer a special night shift may be established in occupied buildings without shift pay differential. Occupied buildings means an area where people are working or their work cannot be performed during regular work hours.

Note: Section 11.6 subsection (a) and (b) – all hours worked in excess of aforementioned examples shall be paid as per Article XI, Section 11.3.

## ARTICLE XII

### Economic Package and Other Contributions

#### Section 12.1

Wages, Health and Welfare, National Pension, Pension Plan B, Training Fund, Contract Administrative Fund, International Training Fund, and Build N.M.

Journeyman	4/1/02	10/01/02	4/01/03	4/01/04
Wages	\$23.43	\$23.93	\$24.83	\$25.73
H&W	\$ 2.24	\$ 2.24	\$ 2.34	\$ 2.44
National Pension	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65
Pension Plan B	\$ .75	\$ .75	\$ .75	\$ .75
Training	\$ .31	\$ .31	\$ .31	\$ .31
CAF	\$ .20	\$ .20	\$ .20	\$ .20
ITF	\$ .05	\$ .05	\$ .05	\$ .05
Build N.M.	\$ .02	\$ .02	\$ .02	\$ .02
<b>Total Package</b>	<b>\$29.65</b>	<b>\$30.15</b>	<b>\$31.15</b>	<b>\$32.15</b>

<b>Journeyman</b>	<b>4/1/05</b>
Wages	\$26.68
H&W	\$ 2.54
National Pension	\$ 2.65
Pension Plan B	\$ .75
Training	\$ .31
CAF	\$ .20
ITF	\$ .05
Build N.M.	\$ .02
<b>Total Package</b>	<b>\$33.20</b>

\* These funds may be evaluated every year and changes made if necessary. Total package will not change.

NOTE: SERVICE WORK: Wages and Fringes - refer to Appendix Two (2)

\*Specific area wage shall be \$0.80 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, South Mesa, McGregor Range, White Sands Missile Range and/or proving grounds.

Withholding Fringe.

*The Health and Welfare, Plumbers and Pipe fitters National Pension Fund, New Mexico Pipe Trades Trust Fund Defined Contribution Pension Fund, 401K Options, Contract Administrative Fund, Build New Mexico, International Training Fund and Training Fund are employer contributions in addition to the basic hourly wages. They are not subject to taxes.*

\* These funds may be evaluated every year and changes made, if necessary. Total package will not change.

## Section 12.2

Semi-annual apprentice wages advancements are effective January 1st and July 1st. Apprentices shall be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on the job and in related instruction. Before an apprentice is advanced to the next segment of training, or to Journeyman status, the

J.A.T.C. shall evaluate all progress to determine whether advancement has been earned satisfactory work-on-the-job and related instruction classes. In determining whether satisfactory progress has been made, the J.A.T.C. shall be guided by the work experience and related instruction records and reports.

### **TEN SEGMENT APPRENTICESHIP PROGRAM**

SEGMENT		WAGE AND FRINGES
1 *	50% + package	
2 *	55% + package	
3 **	60% + package	* No Pensions (probationary)
4 **	65% + package	
5 **	70% + package	** All Fringes- \$ .25 National Pension
6 **	75% + package	
7 ***	80% + package	*** Full Fringes
8 ***	85% + package	
9 ***	90% + package	
10 ***	95% + package	

Specific area wage shall be \$0.80 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, South Mesa, McGregor Range, White Sands Missile Range and/or proving grounds.

### **Section 12.3**

Foreman rate shall be \$1.50 above Journeyman rate

General Foreman rate shall be \$2.25 above Journeyman rate

## **ARTICLE XIII**

### **Termination, Payday and Accountability**

#### **Section 13.1**

Upon termination, the Employer will make out a notice of termination slip setting forth the reason for termination, giving one copy to the Employee, one copy to the Union and one copy for the Employer's file. If an employ-

ee is terminated for absenteeism and the Employer makes an effort to contact the employee or contacts the Union, the Employer may immediately mail the Employee their check and not owe show up time to the Employee.

### **Section 13.2**

Employees shall be given the opportunity to choose and wages shall be paid (by check or proof of direct deposit) at least once a week on the job within seventy- two (72) hours of the end of the pay period or be compensated at the regular straight time rate of pay eight (8) hours for each twenty-four (24) hour period thereafter, but not less than four (4) hours. Exceptions; the above conditions may be extended by the Local Union in case of National, State or Local emergencies. *Employees laid off or discharged shall be paid all wages due them at the time of lay off or discharge. Except for the following example, all employees that quit shall be paid all wages due them on or before the next regular payday. Such payment shall be in legal tender of the United States or negotiable bank check payable on demand, dated not later than the day upon which the check is given and the check must be drawn upon a bank located in and carrying on business in the State of New Mexico.*

### **Section 13.3**

The employer shall furnish journeymen and apprentices all tools necessary for the proper performance of work. The employee will account for all tools and issued properties belonging to the employer upon termination of employment. *Security procedures for control of tools, equipment and materials are solely the responsibility of the employer. Negligence on the employee's part may result in disciplinary action. Employees may be required to sign and adhere to a tool policy mutually agreed upon by the Local Union and the Employer where applicable. Each employer's tool policy will be on file with the Local Union Office.*

### **Section 13.4**

Employees may be terminated only for just cause and may appeal a termination through the grievance and arbitration procedure in Article XVI.

## **Section 13.5 Lay-offs**

All temporary employees and Journeymen qualified in the Group "IV" list shall be laid off before persons qualified in the Group "I", "II", or "III" lists are laid off, except in case of discharge of Group "I", "II", or "III" qualified Journeyman for just cause or as prohibited by Contractor's contract. All Journeymen qualified in the Group "III" list shall be laid off before persons qualified in the Group "I" or "II" lists, except in case of discharge of Group "I" or "II" Journeymen for just cause or as prohibited by Contractor's contract. All Journeymen qualified in the Group "II" lists shall be laid off before persons qualified in the Group "I" list, except in case of discharge of Group "I" Journeymen for just cause or as prohibited by Contractor's contract.

## **ARTICLE XIV Fabrication**

### **Section 14.1**

The parties agree that this Article is a material and substantial part of this Agreement, establishing terms of employment, and that the breach of any provision of this Article constitutes a substantial breach of the Agreement. The parties agree that, upon a breach of this Article, either party may, at its option, seek enforcement by judicial determination or by other judicial relief that it deems appropriate or it may submit the violation of this Article to arbitration in accordance with Article XVI.

### **Section 14.2**

All pipe may, at the option of the Employer, be fabricated on the job or in a shop by employees, who are covered by this agreement.

## **ARTICLE XV**

### **No Strike/No Lockout**

#### **Section 15.1**

During the term of the Agreement, each of the signatory parties agrees that there will be no strikes, work stoppages or lockouts by members of the Union or by the Employer over disputes over the terms and conditions of this Agreement, provided, however, the Union may strike where an Employer fails to pay wages in full and on time or the Union has been advised by the Administrative Office of the Fringe Benefit Funds in accordance with Section 7.4 that an Employer is delinquent in the payment of fringe benefits. It shall not be a violation of the Agreement or of the no-strike clause if members of the Union refuse to cross any lawful picket line.

#### **Section 15.2**

This no strike/no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement.

## **ARTICLE XVI**

### **Grievance and Arbitration Procedure**

#### **Section 16.1**

Any question arising out of and during the term of this Agreement involving it's interpretation and application, excluding jurisdictional disputes, shall be settled under the following procedures:

##### **Step 1.**

When the Union or any Employee covered by this Agreement feels a violation has occurred, the employee through his/her Union Steward (if applicable), within ten (10) working days after the occurrence of a dispute, seven (7) working days if the grievance concerns a discharge, shall give notice to the company stating the Section alleged to have been violated. Failure to raise any dispute within ten (10) working days, seven



(7) working days if the grievance concerns a discharge, of its occurrence renders the dispute null and void. The dispute shall be discussed between the aggrieved employee, the union steward (if applicable), and the designated company representative. If the dispute is not resolved within twenty-four (24) hours, Step 2 Procedure may be pursued within seven (7) working days thereafter.

### **Step 1.**

The Union Business Representative, the designated representative of the Employer, and the aggrieved Employee, if any, shall meet within five (5) working days after timely notice has been made and attempt to adjust the matter. At this point the grievance shall be submitted in writing by the Business Representative. The company shall give a written answer to the grievance within three (3) working days following this meeting.

## **Section 16.2**

Any grievance not resolved in accordance with Section 16.1 may be referred to mediation or arbitration, provided notice is given to the other party within five (5) working days of receipt of the Step 2 answer. The party requesting mediation/arbitration shall request a panel of five (5) mediators/arbitrators from the Federal Mediation and Conciliation Service or equivalent. Upon receipt of the panel, the parties shall alternately strike names from the list until only one name remains. This person shall be the mediator/arbitrator. The parties shall flip a coin to decide who makes the first strike from the panel.

## **Section 16.3**

The arbitrator shall have the authority to resolve the grievance, but shall not have the authority to add to, detract from, alter, or modify this Agreement. Any decision of the arbitrator shall be final and binding on the parties. The expenses of the arbitrator shall be borne by the losing party. If any questions shall arise between the parties to the arbitration concerning payment of the arbitrator's expenses, then the issue of extent of win/lose, and resultant costs, shall be submitted to the arbitrator for a determination of percent of loss for each part.

## **Section 16.4**

The parties may extend the time limits in this Article by mutual agreement. The Employer may initiate the grievance procedure by giving notice of dispute to the Union within five (5) days of occurrence of a dispute. Thereafter, the parties shall proceed as in the case of a grievance brought in the name of the Union.

## **ARTICLE XVII**

### ***Duration, Termination and Renewal of Agreement***

#### **Section 17.1**

This Agreement, which is in force and effect until March 31, 2006, may be terminated by either party upon ninety (90) days written notice served upon *the other party at anytime during the term of this Agreement*. It is agreed that the Union may attempt one (1) reorganizing effort according to the NLRB provisions and if unsuccessful, the Employer is relieved of any obligation to bargain concerning wages, hours or other terms and conditions of employment for a period of twelve (12) consecutive months. Any Employer that terminates the Agreement shall pay all wages and fringe benefits up through the date of termination and agree to pay any audit fees and legal expenses associated with the collection of all trust fund contributions due as well as outstanding union dues. *This Agreement shall continue in effect from year to year thereafter, unless amended or terminated as provided herein.*

#### **Section 17.2**

*This Agreement shall be subject to amendment at any time by the mutual consent of the Union and the Employer. Any such amendments agreed upon shall be reduced to writing, approved and signed by the Union and the Employer.*

#### **Section 17.3**

Either party desiring to terminate this Agreement at expiration or on anniversary date thereafter shall notify the other party in writing at least sixty (60) days prior to March 31, 2006, or in the event this contract is extended beyond

that date, sixty (60) days prior to the March 31 anniversary date of any year thereafter. When written notice for amendments only is given, the proposed amendments desired must be submitted (in general form) in the notice at least one hundred twenty (120) days prior to the expiration date or anniversary date of the Agreement. Until the amendments are made to this Agreement, the original provisions shall remain in full force and effect.

## **ARTICLE XVIII**

### **Other Agreements**

#### **Section 18.1**

No Contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing persons represented by the Union performing such similar work in the same jurisdiction, except as provided in this Article.

#### **Section 18.2**

Under an organizing program, the Union attempting to recover it's work in a specific segment of the industry, the Employer shall grant the Union the right to waive Section 18.1 and adopt a special agreement addendum for that specific segment of the industry.

#### **Section 18.3**

A special agreement addendum shall specifically address the segment of the industry in question, the working conditions, terms, wages, fringes, classifications and must be tied to this Master Agreement. All special agreement addendums will be available to all Employers as per Section 18.1.

## **Section 18.4**

Special Agreement Addendum may be, but are not limited to the following segments of the Industry:

- (a) Light Commercial
- (b) *Oil and Gas Industry*
- (c) Housing
- (d) Maintenance
- (e) Valve Repair
- (f) Utilities, Lawn sprinklers, Septics, Wells
- (g) Refrigeration, Controls, High Tech service
- (h) Industrial Projects

## **ARTICLE XIX Subcontracting**

### **Section 19.1**

The Employer agrees not to sublet or contract out any work covered herein within the property line of a project unless the Employer to whom the work is sublet is in agreement, either with Local Union 412 or another Local Union of the United Association. However, it is further agreed that to use a Division 15 subcontractor that is not the low bidder on bid day may be considered economically unfeasible and the Union will suspend the above provision.

## **ARTICLE XX Dues Deduction**

### **Section 20.1**

The Employer shall, for the duration of this Agreement and for any employee who submits a voluntarily signed authorization card, deduct from each pay period the Union member's financial obligations which includes but is not limited to; a) dues; b) death benefit; c) market recovery; d) percentage; e) 401 K options shown on the authorization, and shall, prior to the fifteenth (15th) day of the following month, remit same to the Union or its designated agent. Such payment shall be made on the same check as fringe payments.

## **ARTICLE XXI**

### **Safety Provisions**

#### **Section 21.1**

The Employer shall furnish all protective clothing and equipment when handling acid or other hazardous chemical products as specified by NIOSH; meeting the ANSI, OSHA Federal and State, or MSHA safety requirements.

#### **Section 21.2**

The Employer shall not cause any employee to work under any unsafe conditions or to use any equipment or material that is detrimental to the health and safety of the employee. The Employer shall comply with the requirements of the Hazardous Communication Training, Occupational Safety & Health Act, Federal drug screening provisions, and any other safety act applicable to the Employer at any time, and shall furnish the employee with any safety training and/or equipment, which the employee agrees to use, when required as a condition of employment with the exception of safety shoes/boots. Safety equipment shall not be considered personal apparel.

#### **Section 21.3**

All workers shall read and sign a company safety and substance abuse policy mutually agreed to by the Union and the Employer. Such policies shall be submitted or resubmitted to the Union upon ratification of this agreement. Any subsequent amendments to the pre-approved policies shall be submitted in writing. The safety policy, which shall not contain a provision for random drug testing, will cover screening of employees for drug and alcohol use, physical examinations, safety enforcement procedures, and job descriptions, as well as other company policies. The Employer agrees to pay the employee two (2) hours of pay at the applicable wage rate only if the applicant successfully passes any required Pre-hire testing. However, the Employer will not be required to pay the two (2) hours wages if the applicant for employment fails the test. The Employer agrees to pay for any drug screens or physical examinations required by his company policy. The Union shall not unreasonably withhold its approval of any pre-hire substance abuse

screening procedure, which substantially conforms to the following statement of policy:

- (a) It is the policy of Local Union No. 412 that pre-hire test of applicants for employment, for drugs and/or alcohol, will be allowed in those instances when such testing is required by the owner or general contractor employing the contractor for whom the applicant seeks to work, or by pertinent government regulation or other requirement; provided, however, that any such chemical testing shall be conducted under 49CFR subtitle "A" (10-1-98 Addition) to insure accuracy and validity of such tests.
- (b) In the case of "positive" results of any test, the affected applicant for employment shall, within forty-eight (48) hours, contact the contractor's medical personnel, on a confidential basis, prior to the reporting of the results to the contractor, and the applicant shall have the right to discuss and explain the results, including the right to advise the contractor's medical personnel of any medication prescribed by his/her own physician, which may have affected the results of the test. *This information, too, shall remain confidential between the applicant and the medical personnel.* The applicant for employment shall also have access to his/her sample to be independently retested by a laboratory at his/her expense. If the independent retest is "negative" the applicant shall be allowed to begin work immediately and to be reimbursed for the cost of the independent test.
- (c) No applicant for employment shall be required to sign any waiver limiting liability of the Employer, owner/ client, testing lab or any person involved in the chain of custody of the specimen. All medical personnel, the contractor, supervisors, owner/client, laboratory/ testing facility and all other personnel shall adhere to 49CFR subtitle "A" (10-1-98 Addition).

## **Section 21.4**

If OSHA/MSHA requires hard hats as a safety measure, the Employer shall supply hard hats, suspensions, and a winter liner, as required. The employee may be required to bear the full cost of replacement if lost or destroyed due to negligence.

## **Section 21.5**

The Employer may immediately discharge any employee who fails to comply with the company safety and substance abuse policy or use safety equipment or supplies, which conform to the Occupational Safety and Health Act (OSHA/MSHA), which are furnished to the employee.

## **Section 21.6**

Employees who are injured on the job shall report the accident immediately to the Employer as outlined in the Employer's safety policy. Employee shall be referred to a medical doctor of the Employer's choice and will be required to undergo a screen for substance abuse within two (2) hours of the on the job injury. If the employee is required to miss any work, the employee shall be paid in full for the time missed, providing however, test results are negative.

## **Section 21.7**

Employees involved in a non-injury incident and are required to participate in a drug testing procedure shall be compensated for all lost time if test results are negative.

## ARTICLE XXII

### Reciprocity

#### Section 22.1

It is the intent and purpose of this section that fringe benefit contributions, on behalf of Key Employees, shall be paid to the fringe benefit funds of their *home local unions and that there shall not be double payment of fringe benefit contributions to the funds of the home local and the funds of the local in whose jurisdiction the Key Employee is employed.* When an Employer subject to this Agreement, whose principal place of business is within the geographical jurisdiction of the Agreement, sends a Key Employee represented by the Union to a job outside the area covered by this Agreement, the Employee shall be paid the later (economic package of the local union in whose jurisdiction he/she is working or of the Union party of this Agreement, whichever is higher). The fringe benefit contributions for such Key Employee(s) shall be those specified in this Agreement and shall be paid on behalf of such Key Employee(s) by the Employer to the fringe benefit funds set forth in this Agreement unless otherwise specified in that Local Union's agreement. When an Employer who is subject to this Agreement, whose principal place of business is outside the geographical jurisdiction of this Agreement, brings in a Key Employee to a job in the area covered by this Agreement, the Key Employee shall be paid the total economic package of the Union party to this Agreement or of his/her home local union, whichever is higher. The fringe benefit contributions for such a Key Employee shall be those specified in the agreement of his home local union and be paid on behalf of such a Key Employee by the Employer to the fringe benefit funds set forth in the agreement of his/her home local union.

#### Section 22.2

Fringe benefit contributions shall be handled as per the applicable Trust Fund documents.



## **ARTICLE XXIII**

### **Contravention Provision**

#### **Section 23.1**

The parties agree that if any provision of this Agreement is determined to be in contravention of any national, state or local law or governmental regulation, the remainder of the Agreement shall remain in full force and effect.

#### **Section 23.2**

Gender Disclaimer-Whenever reference is made in this agreement to his/he/man/men the term shall be interpreted to mean employee whether male or female.

#### **Section 23.3**

The Company and the Union agree to provide equal opportunity without regard to race, color, religion, age, sex, national origin, physical or mental handicap including veterans in all employment practices such as referral, transfer, on-the-job treatment, recruitment, layoff, termination, training, rates of pay or other forms of compensation.

#### **Section 23.4**

The Company and the Union will each have Affirmative Action Plans leading to the employment of qualified persons in the above categories. In the event that the individual Affirmative Action Plans are inadequate or fail to achieve the results desired, then each party may seek such persons for employment and the other party agrees to full cooperation in the employment of such persons.

MECHANICAL CONTRACTORS ASSOCIATION OF NEW MEXICO, INC.

of

EMPLOYER: \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_ 20 \_\_\_\_\_

TERMINATION DATE: MARCH 31, 2006

BY: s/ \_\_\_\_\_

Title

BY: p/ \_\_\_\_\_

Title

LOCAL UNION NO. 412 OF THE UNITED ASSOCIATION OF JOUR-  
NEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFIT-  
TING INDUSTRY OF THE UNITED STATES AND CANADA.

BY: s/ \_\_\_\_\_

Business Manager/Designated Representative

BY: p/ \_\_\_\_\_

Business Manager/Designated Representative

## **APPENDIX 1**

### **(Metal Trades)**

The Metal Trades Appendix represents exceptions to the preceding Building Trades Labor Agreement as per the National Residential Agreement.

## **APPENDIX 2**

### **(Service Work Only)**

Service Journeymen must be skilled craftsmen in their trade, and have a minimum of five (5) years actual, practical working experience as a Serviceman in the plumbing and pipefitting and/or mechanical equipment/system service, HVAC and refrigeration maintenance industry. He may be required to pass a satisfactory examination as to his special skill. He shall be allowed to perform all of the work covered under this Agreement including, but not limited to, all the scope of work set forth for Servicemen, Service Apprentices and Tradesmen.

*Servicemen must have a minimum of five (5) years actual, practical working experience in the mechanical plumbing equipment/system service and maintenance field. He may be required to satisfactorily pass an examination as to his special skills. His scope of work shall include service and maintenance of all residential, commercial refrigeration, air conditioning and heating equipment including rooftop units of all sizes, low pressure steam and water boilers, all package air handling units, all air and water systems, control systems and built up refrigeration and air conditioning systems, excluding repair of centrifugal absorption, open-drive screw chillers and ammonia refrigeration systems. Mechanical and Plumbing Equipment/System Service and Maintenance Servicemen may assist Mechanical and Plumbing Equipment/System Service and Maintenance Journeymen in the repair of centrifugal and absorption machines, open-drive screw chillers, ammonia refrigeration systems, hot water heaters, converters, pumps, grinders, washers and other equipment, fixtures and systems associated with plumbing and gas installations for the purpose of training in these technical skills.*

Service Apprentices shall be governed by the local service agreement, except that they shall, after their first year of apprenticeship, be allowed to perform *all work limited only by their capabilities, as defined as being work in the mechanical and plumbing equipment/system service and maintenance field,*

and they shall be under the direction of a qualified Serviceman or Service Journeyman.

Service Tradesmen must be qualified to perform and shall be allowed to perform the work listed below:

All routine maintenance and inspections regardless of size or location of the mechanical and plumbing equipment fixtures and systems being inspected or maintained, where this work is done as a periodic routine service, inspection and maintenance procedure by the Employer, such as:

- a) Systems operation under contract with customer
- b) Filter changing and maintenance thereof
- c) Oil and greasing
- d) Belt adjusting or replacement
- e) Cleaning of cooling towers, coils, evaporator and condenser tubes and water treatment
- f) General housekeeping
- g) Delivery and truck driving of parts or equipment
- h) Cleaning and routine maintenance of:
  - solar energy equipment;
  - HVAC power electronics control devices; and
  - building controls
- i) Indoor Air Quality (IAQ) related work including:
  - duct systems
  - drain pans
- j) Replacement of all residential equipment, appliances and plumbing systems
- k) Sanitary plumbing systems
- l) Drain and sewer opening through cabling, flushing or other means
- m) Installation of all residential single unitary heating, air conditioning and ventilation systems
- n) In an area where a problem exists with non-Union competition, by mutual agreement, the scope of tradesmen duties may be expanded to meet local conditions.

#### **Economic Package and Other Contributions**

*Wages, Health and Welfare, National Pension, Pension Plan B, Training Fund, Contract Administrative Fund, International Training Fund and Build N.M.*

<b>Service Journeyman</b>	<b>4/1/02</b>	<b>10/01/02</b>	<b>4/01/03</b>	<b>4/01/04</b>	<b>4/01/05</b>
	\$23.43	\$23.93	\$24.83	\$25.73	\$26.68
H&W	\$ 2.24	\$ 2.24	\$ 2.34	\$ 2.44	\$ 2.54
National Pension	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65
Pension Plan B	\$ .75	\$ .75	\$ .75	\$ .75	\$ .75
Training	\$ .31	\$ .31	\$ .31	\$ .31	\$ .31
CAF	\$ .20	\$ .20	\$ .20	\$ .20	\$ .20
ITF	\$ .05	\$ .05	\$ .05	\$ .05	\$ .05
Build N.M.	\$ .02	\$ .02	\$ .02	\$ .02	\$ .02
<b>Total Package</b>	<b>\$29.65</b>	<b>\$30.15</b>	<b>\$31.15</b>	<b>\$32.15</b>	<b>\$33.20</b>

\* These funds may be evaluated every year and changes made if necessary.  
Total package will not change.

### **Serviceman**

Wages: 80% of Journeyman wage rate plus full fringe package

### **Service Apprentice**

#### **10 Segment Apprentice Program**

- Segment 1 \* 50% of JM + package
- Segment 2 \* 55% of JM + package \* No Pensions (probationary)
- Segment 3 \*\* 60% of JM + package
- Segment 4 \*\* 65% of JM + package \*\*All Fringes- \$.25 National Pension
- Segment 5 \*\* 70% of JM + package
- Segment 6 \*\* 75% of JM + package \*\*\* Full Fringes
- Segment 7 \*\*\* 80% of JM + package
- Segment 8 \*\*\* 85% of JM + package
- Segment 9 \*\*\* 90% of JM + package
- Segment 10\*\*\* 95% of JM + package

### **Service Tradesman**

Wages: 50% of Journeyman wage rate

Fringes:

	<b>04/01/02</b>	<b>04/01/03</b>	<b>04/01/04</b>	<b>04/01/05</b>
H&W	\$ 2.24	\$ 2.34	\$ 2.44	\$ 2.54
National Pension	\$ 1.00	\$ 1.25	\$ 1.50	\$ 1.75

**MAIN OFFICE**

510 San Pedro, SE  
Albuquerque, NM 87108  
505-265-1513  
Marketing 505-255-1764

**ESPAÑOLA OFFICE**

243 Los Alamos Hwy  
Española, NM 87532  
505-747-0218

**FARMINGTON OFFICE**

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5716 US Hwy 64  
Farmington, NM 87401  
505-327-5420

**LAS CRUCES OFFICE**

5620 N. Main  
Las Cruces, NM 88012  
505-382-5140

**BENEFITS OFFICE**

American Benefit Plan Administration  
New Mexico Pipe Trades  
4901 Chappell Dr., NE  
Albuquerque, NM 87107  
505-881-3141

**IATC (Training Center)**

411 Arizona, SE  
Albuquerque, NM 87108  
505-256-9257

**National Pension Fund Office**

800-638-7442