

CITY OF ALBUQUERQUE

TEMPLATE PROJECT LABOR AGREEMENT

Effective _____

PROJECT LABOR AGREEMENT

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ARTICLE 1 PURPOSE

This Project Labor Agreement (Agreement) is entered into this _____ day of _____, 20__, by and between _____ and the New Mexico Building & Construction Trades Council, (the "Council"), acting on its own behalf and on behalf of its affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, (hereinafter collectively, with the Council, the "Union" or "Unions,") with respect to the City of Albuquerque _____ (the "Project").

The Parties recognize and agree that it is the policy of the City of Albuquerque ("City" or "Owner") to establish a steady and reliable source of skilled labor for the Project; to ensure fair and uniform working hours, shift times, scheduling, holidays, overtime at premium pay and other terms and conditions of employment; to emphasize the adherence to safe work practices; to encourage the equitable and balanced opportunity for all racial, ethnic and gender groups for participation as employees or contractors on the Project; to provide employment opportunities for all qualified individuals; to provide training and apprenticeship opportunities for beneficiaries of the Project; to maintain harmonious and stable labor relations on the Project through the adoption of procedures designed to prevent work stoppages and disruptions and to resolve all disputes between employees, labor, and management; and to establish a process for the regular review of issues on the Project between labor and management; all with the ultimate goal of the timely, safe, and efficient construction of the Project.

The Parties to this Agreement understand that to implement the procedures and processes which they have agreed upon to further the Owner's goals, if this Agreement is acceptable to the Owner, it will become the policy of the Owner that the construction work constituting the Project, as more specifically defined in Article 2.1, below, shall be awarded exclusively to, and performed by, a general contractor (the "General Contractor") who agrees to execute and be bound by the terms of this Agreement and further agrees that all its subcontractors of whatever tier engaged in covered work shall be so bound, and that the General Contractor shall complete and submit the Modified W9 Request for Supplier Information for both the General Contractor and each of its subcontractors. It is further understood by the Parties that this Project is subject to Albuquerque Ordinance 5-6-1 et seq., which requires the active solicitation of Minority and Woman-Owned Business Enterprises (MBEs) and sets forth the responsibilities of prime contractors with regard to the participation of MBEs. It is further understood by the Parties that if the Owner determines not to accept any bids for such work and to reissue and/or revise the Contract Documents for the Project, the policy to incorporate this Agreement in those Contract Documents must be specifically reaffirmed by the Owner.

The Parties have reached this Agreement with the understanding that this Project is a critical and complicated construction project that will be undertaken by the Owner, and that because of the nature and scale of this Project, and the critical importance of

timely and precise construction, this Project is suited for coverage by, and utilization of, a project labor agreement.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement. The Project Labor Administrator, _____ a third party neutral designated by the City, shall act as the administrator of this Agreement.

The Parties to this Agreement acknowledge the critical importance of the successful completion of this Project without interruption or delay. This Agreement is intended to establishment a framework for labor-management cooperation and stability.

The Contractor(s) and the Unions understand and acknowledge that the timely completion of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications suited for this Project. The Contractor(s) and Unions will work together to furnish sufficient numbers of skilled and efficient craft workers for the construction of this Project.

Further, the Parties, in recognition of the policies of the Owner, desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this Project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous, and harmonious relationship will exist between all parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of labor-management peace, harmony, and stability during the term of this Agreement, which term commences upon the effective date of the Agreement and expires ninety (90) days after the final Certificate of Occupancy is issued for the Project, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractors agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, interruption, disruption of, or interference with, the work covered by this Agreement.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 a) This Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the management of the General Contractor and awarded by the Owner to the General Contractor and its subcontractors, of whatever tier. Such work shall include site preparation and dedicated off-site work.

b) The Project is generally described as the _____, as further described in the Request for Bids for Construction for the Project.

c) It is agreed that the General Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Labor Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The General Contractor shall assure compliance with this Agreement by the Contractors.

d) This Agreement and the local collective bargaining agreements of the signatory Building Trades' Unions having jurisdiction over work on the Project (the local collective bargaining agreements), as such may be changed from time to time consistent with Article 20.1 below, and which are incorporated herein by reference, shall apply to all covered work, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement; provided, however, such does not apply to the National Transient Lodge Articles Agreement or the Elevators Constructors.

e) Where a subject covered by the provisions of this Agreement is also covered by a local collective bargaining agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a local collective bargaining agreement and is not covered by this Agreement, the provisions of the local collective bargaining agreement shall prevail. Any dispute as to the applicable source between this Agreement and any local collective bargaining agreement for determining the wages, hours and conditions of employment of employees on the Project should be resolved pursuant to the procedures of Article 6. It is understood that this Agreement, together with the referenced local collective bargaining agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the contractor will not be obligated to sign any other local, area or national collective bargaining agreement.

2.2 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of this Project and which is not specifically covered by this Agreement.

2.3 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates or subsidiaries or other ventures of such companies.

2.4 The Owner and the General Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Agreement, should it be designated a successful bidder, and does so by executing the Letter of Assent prior to commencing Project work.

2.5 Items specifically excluded from the scope of this Agreement include:

- a) Work of non-manual employees, including but not limited to, superintendents, supervisors, engineers, field engineers, surveyors, inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, emergency medical and first aid technicians and other professional, engineering, administrative, supervisory and management employees.
- b) Equipment and machinery in the care, custody and control of the Owner.
- c) All off-site manufacture and handling of the materials, equipment or machinery, except at areas dedicated solely to the Project, and the transportation from any location off the Project site, including any off-site dedicated area.
- d) All employees of the Project Labor Administrator, design team or any other consultant of the Owner not performing manual labor within the scope of this Agreement.
- e) Any work performed on or near or leading to or on site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors and/or public utilities or similar organizations or their contractors;
- f) Maintenance of leased equipment;
- g) Any work performed by or under the direction of the Owner which is not within the scope of the Project;
- h) Work by any employee of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranties or guarantees; and work pursuant to any contract separately awarded by the Owner (but not including that to the General Contractor), including but not limited to that for telecommunications, and for infrastructure work adjacent to, but not on, the Project footprint.
- i) Non-construction support services contracted by the Owner or Project Labor Administrator in connection with the Project;
- j) Employees of the City, or any other affiliate or division of the City, and all work performed by them.
- k) Employees of the Commissioning Agent, Materials Testing Contractor, and Test and Balance Contractor, contracted for by the Owner, and all work performed by them.

2.6 As areas and systems of the Project are inspected and construction tested by the Contractors, Owner, Owner's agents or Contractors, and accepted by the Owner, this Agreement will not have further force or effect on such items or areas, except when the

General Contractor is directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by their contracts with the Owner during the term of this Agreement.

2.7 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time, in accordance with applicable law and the Standard Specifications for Public Works Construction 2020 Edition, as amended.

2.8 It is understood that the liability of any employer or Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any other employer.

ARTICLE 3 UNION RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions who are working on the Project within the scope of this Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

The General Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. The Contractors shall schedule work, and determine when overtime will be worked. The foregoing enumeration of management rights shall not be deemed to exclude over functions not specifically set forth, and the Contractors, therefore, retain all management rights which are not specifically limited by the terms of this Agreement.

ARTICLE 5 WORK STOPPAGES AND LOCKOUTS

5.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Section.

5.2 The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's Project site and shall undertake all reasonable means to prevent or terminate any such activity. No employee shall engage in activities which violate this Section, including interfering with anyone performing services for or otherwise do business with a Contractor. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

5.3 In lieu of, or in addition to, any other action under the Agreement, at law or equity, any party, including the Owner, who the parties agree is a beneficiary of this Agreement and specifically this Article with full right of participation in any action under this Article, may institute the following procedure when a breach of this Article is alleged:

a) The party invoking this procedure shall notify the Project Labor Administrator who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the permanent Arbitrator shall appoint an alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by telephone, facsimile or expedited mail to the party alleged to be in violation and the Council.

b) Upon receipt of said notice, the Arbitrator named above or the appointed alternate shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

c) The Arbitrator shall notify the parties by telegram, facsimile, or telephone of the place and time the Arbitrator has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

d) The sole issue at the hearing shall be whether or not a violation of this Agreement has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. Any issue concerning damages is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or

enforcement of, the Award. The Arbitrator may order cessation of the violation of this Agreement and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

e) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinafter in the following manner. Facsimile or expedited mail or personal notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under paragraph (d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by expedited or registered mail.

f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

g) The fees and expenses of the Arbitrator shall be divided equally between the moving party and the respondent. The procedures contained in the above paragraphs shall be applicable only to alleged violations of this Article and shall be the exclusive procedure for determining such alleged violations. Disputes alleging violations of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violations of this Article, shall be resolved under the grievance arbitration procedures of Article 6.

5.4 The procedures contained in Article 6 shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of 5.1 or 5.2, above, may resort to the procedures of Article 6 to determine only if the employee was, in fact, engaged in a violation of this Article.

ARTICLE 6 DISPUTES AND GRIEVANCES

6.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

6.2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

6.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes or disputes subject to Article 5) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work-site representative of the involved Contractor and the Project Labor Administrator shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Labor Administrator) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

b) Should the Local Union(s) or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to the Project Labor Administrator, as the Arbitrator. The rules of the Federal Mediation and Conciliation Service shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties.

b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have

authority to change, amend, add to or detract from any of the provisions of this Agreement.

6.4 The Project Labor Administrator and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 7 JURISDICTIONAL DISPUTES

7.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan. Each Contractor will conduct a pre-job conference with the appropriate Union(s), consistent with Article 18.

7.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

7.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

ARTICLE 8 EQUIPMENT INSTALLATION

8.1 The Parties recognize that it may be necessary to install highly sophisticated technical and scientific equipment in the facilities constructed as part of the Project, and agree to devote their highest skills and experience to such installation. They further recognize that manufactured equipment and machinery specified by the Owner for the Project may have been preassembled, test run and then dismantled for shipment by the vendors. There will be no refusal by the Union to install and/or connect prefabricated conduit, wire, piping and or duct work between such manufactured equipment and machinery and other work of the Project.

8.2 Some of the equipment and machinery will be of a highly technical nature and require direct supervision and/or installation by the vendor's representatives and/or employee of the Owner. Employees or technicians of the Owner or a vendor may physically make adjustments to valves, regulators, limit switches, controls, etc. on the equipment and machinery which they deem necessary for start-up, testing, and final operation, as well as such other work as is appropriate pursuant to 2.5.h, above. The Owner reserves the right to make modifications to fixtures and/or equipment with its own employees or separate contractors prior to acceptance.

8.3 The coverage of this Agreement of the installation of each item of equipment or machinery ends when that item of equipment or machinery has been initially set or aligned, leveled, utilities connected, a rotational check made and the installation of that item of equipment or machinery is accepted by the Owner.

8.4 The Owner has the right to accept the installation of each item of equipment or machinery on an individually completed basis regardless of whether other items or equipment or machinery in the vicinity has been installed or whether construction of the facility housing the equipment has been completed.

8.5 Upon acceptance of the installation of any item of equipment or machinery by the Owner, the Owner shall have the exclusive right to make any modifications, adjustments, relocations, etc. with respect to that item of equipment or machinery.

ARTICLE 9 REFERRAL PROCEDURE

9.1 a) For Unions now having a job referral system, the Contractor agrees to comply with such system and it shall be used exclusively by each Contractor signatory to this Agreement; except as otherwise specifically provided in this Article.

b) Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state and local laws and regulations which require equal employment opportunities and non-discrimination.

c) All of the hiring procedures, including related practices affecting apprenticeship and training, will be operated to facilitate the ability of the Contractors to meet any and all equal employment/affirmative action obligations referenced in Article 9.1b above. The Contractor may reject any applicant.

d) With the Project Labor Administrator's approval, a Contractor may require all of its employees to perform a work capabilities or related work function test. If so, the Union's signatory to this Agreement agree to cooperate with such tests. Any such tests and related forms will be in accordance with the Americans with Disabilities Act (ADA) and applicable sections of New Mexico law.

9.2 a) A Contractor who is not signatory to a current local collective bargaining agreement with a Union having jurisdiction over Project work may employ members of its regular employee workforce as defined in paragraph (b) below, and such other employees as it requires for covered work on the Project, in the following order (by craft):

(i) of their first fourteen (14) employees, the first seven (7) may be directly hired, without following the procedures of 9.1, above, from among the Contractor's own "regular employee workforce"; and the next seven (7) shall be referred pursuant to section 9.1, above.

(ii) all other employees shall be hired on an alternating basis (one on a direct basis, then one under the referral procedures of 9.1).

b) For the purposes of this Agreement, a member of a Contractor's "regular employee workforce" shall:

(i) possess any license required by state or federal laws for the Project work to be performed;

(ii) have been an active employee on the Contractor's payroll for at least ninety (90) of the one hundred and eighty (180) working days, immediately prior to the date that the contractor is awarded a contract for work on the Project; and,

(iii) have the ability to perform safely the basic functions of the applicable trades.

c) The Union within whose jurisdiction such member of the Contractor's regular employee workforce will be working shall be notified of such employee's employment prior to the commencement of work by the employee on the Project, including the information necessary for such employee to be enrolled in the appropriate benefit programs established pursuant to that Union's local collective bargaining agreement. Upon the request of that Union, the Contractor shall furnish a representative of the Project Labor Administrator with satisfactory evidence of the employee qualifications as a member of the Contractor's "regular employee workforce."

d) For purposes of this section 9.2, any layoff shall be in reverse order by category (referral under 9.1 or member of the Contractor's regular employee workforce) to maintain the same numerical relationship of employment categories as are established for initial hiring under 9.2 (a) above. The eligible Contractor may, at any time, replace an employment position held, or eligible to be held, by a member of its regular employee workforce with a member of such workforce.

9.3 a) For purposes of employment on the Project under this Agreement, residents of the State of New Mexico, as defined below, shall receive preference in the following manner:

(i) under 9.1, above, residents shall be referred under a Union's referral procedure prior to the referral of any non-resident; and

(ii) if the Union referral procedure operating under 9.1 above does not have a qualified resident for referral, the Contractor, if he has a qualified resident on his regular employee workforce, may employ such individual before the Union may refer a non-resident; and

(iii) under 9.2, above, if the Contractor does not have a qualified New Mexico resident among its regular employee workforce, it shall request a referral of a resident from the appropriate Union referral procedure under 9.1, above, before employing a non-resident. If the Union is unable to refer a resident, then the Contractor may employ a qualifying non-resident member of its regular employee workforce.

b) A resident of the State of New Mexico shall be defined as any person who has demonstrated his intent to establish (or has established) his residency in the State by being subject to and/or paying resident income taxes to the State for the year preceding his employment on the Project; or has a valid driver's license issued by the State of New Mexico and is registered to vote in the State; or has had mailing addresses in his own name for at least six (6) months prior to employment on the Project; or, for at least the three (3) months preceding employment on the Project, has paid utility bills or been subject to and/or paid realty taxes in his own name on residential property in the State.

9.4 In the event that the Union is unable to fill any request for employees within forty-eight (48) hours after such a request is made by the Contractor (Saturdays, Sundays, and Holidays excepted), the Contractor may employ persons from any other source and shall inform the Union of the name and social security number of any applicant hired from other sources.

9.5 In the event that a signatory Local Union does not have a job referral system as set forth above, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees hired from a source other than the Union.

9.6 The Unions will exert their utmost effort to recruit sufficient numbers and skilled craft workers to fulfill the manpower requirements of the contractor including calls to local unions in other areas when its referral lists have been exhausted. The Parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project to meet the needs of the Project and the requirements of the industry in general. The Unions agree to encourage the referral of qualified residents as journeymen to the Project and entrance into apprenticeship and training programs operated by the Unions signatory to this agreement.

9.7 In the event the Unions either fail, or are unable, to refer qualified minority or female applicants in percentages equaling the Contractor's equal employment opportunity goals, the Contractor may employ qualified minority or female applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicant hired from other sources.

ARTICLE 10 DUES CHECK-OFF

For Union members, the Contractor agrees to deduct Union dues and/or fees weekly in the amount specified in writing by the respective Union on the basis of individually signed payroll deduction authorizations and forward the aggregate of such deductions to the Union on the tenth (10th) day of the following month.

The Union shall indemnify the Contractor and the City against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken at the request of the Union by the Contractor or the City for the purpose of complying with the provisions of this Article.

ARTICLE 11 HOLIDAYS

The following seven (7) days shall constitute the legal holidays within the terms of this Agreement: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day. Whenever one of these holidays falls on a Sunday, the Monday following shall be the legal holiday. There shall be no paid holidays unless worked. No work shall be performed on Labor Day except to save life or property.

ARTICLE 12 SAFETY AND HEALTH

12.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein, established by the Owner, Project Labor Administrator, or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe and workman-like manner and to protect themselves and the property of the Contractor and of the Owner.

12.2 Employees shall be bound by the safety, security, visitor rules, and environmental compliance requirements established by the Owner, the Project Labor Administrator or the Contractor. The rules and regulations will be published and posted

in conspicuous places throughout the work site. An employee's failure to satisfy his obligation under this Article will be subject to discipline including discharge.

12.3 The use, sale, transfer, purchase, and or possession of a controlled substance, alcohol, or firearms while on the Owner's premises are prohibited. A substance abuse policy in effect under a recognized local collective bargaining agreement shall be applied under this Agreement unless, at the request of the Owner, the Project Labor Administrator institutes a reasonable, project-wide substance abuse policy which may include pre-hire, reasonable cause and post-incident testing.

12.4 The Owner, Project Labor Administrator or Contractor may suspend all or any portion of the job to protect the life and safety of an employee. In such cases employees will be compensated only for the actual time worked, provided however, that where the contractor requests employees to remain at the site and available for work the employees will be compensated at their basic rate of pay.

12.5 The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

12.6 The Contractors shall provide all safety equipment required for the safe performance of job assignments as may be required under the applicable local collective bargaining agreement; provided, however, that replacements shall not be provided free of charge in case of misuse or loss by the employee.

ARTICLE 13 WAGES AND BENEFITS

13.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid no less than the hourly wage rate of that classification in compliance with applicable prevailing rate determination. Such wages shall be adjusted only as required by the applicable prevailing rate law or regulation; or the agreement of the Owner, Project Labor Administrator, Contractor and applicable union.

13.2 a) All employees covered by this agreement shall be paid in full weekly no later than the end of the employee's work shift Friday or in the case of the optional four ten hours schedule, no later than the end of the work shift of the last day of the regularly scheduled workweek by check drafted on a local area bank. Electronic transfer subject to the provisions above shall be considered an acceptable method of payment of wages provided it is mutually agreed to by the Contractor and the employee. In no instance will more than three days pay be held back on payday.

b) Waiting time shall be paid at the regular hourly straight time rate of pay, eight hours a day exclusive of holidays to any employee not receiving their full pay as provided above. Any employee who is discharged or laid off shall be paid all wages immediately upon termination.

13.3 a) The Contractor shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate local collective bargaining agreement and make all employee authorized deductions in the amounts established in the local agreement; provided, however, that the Contractor and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees, (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement, and then only to the extent that such are a part of the applicable prevailing wage determination. Under no circumstances is a Contractor required to make a payment in excess of that required pursuant to the applicable prevailing wage determination; except as set forth in (b), below; and provided, however, that a Contractor is not prohibited from voluntarily making payments to Funds that are established in a local collective bargaining agreement to which it is signatory as required by that agreement.

(b) In order to maintain and protect health benefits established for the employees (and their families) covered by this Agreement, Contractors agree that they shall adjust the level of contributions to the Health and Welfare Plans to which they are required to contribute pursuant to (a) above, provided that the Administrator of the Fund(s) certifies (i) that the level of benefits has not increased since the effective date of this Agreement; (ii) that an increase in the contribution is necessary to maintain the current level of benefits (iii) that such increase in contribution levels is required of all contractors contributing to the Fund pursuant to the applicable local collective bargaining agreement; and provided that (iv) such increase, together with any previous increases, does not exceed the percentage increase since the effective date of this Agreement in the Medical Care component of the Consumer Price Index – All Urban Consumers, published by the United States Department of Labor. Such increase may not be sought sooner than one year after the award date of the contract to the General Contractor, and no more than once each twelve (12) months thereafter.

The Administrator of a Fund seeking such increase shall notify the Project Labor Administrator at least sixty (60) days prior to the proposed effective date of the increase, providing such information as the Project Labor Administrator requests to establish the need for, and the amount of, the contribution increase. The Project Labor Administrator will advise the Contractors no later than fifteen days prior to the effective date of the amount of increase, if any, which they will be obligated to make pursuant to this provision. Any disputes under this provision will be resolved on an expedited basis pursuant to Article 6.

c) Contractor adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into and benefits paid out of such trust funds. The Contractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed. The Contractors shall make regular and timely contributions as required by this Article on the time

schedules established by the applicable local collective bargaining agreement and delinquency in remittance of contributions is a breach of this Agreement.

d) Pursuant to 2.1(e), above, the Contractor is not obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement; provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory participation agreement at the request of the Trustees or administrator of a Trust Fund established pursuant to Section 302 of the Labor Management Relations Act and to which such Contractor is bound to make contributions under this Agreement, provided that such participation agreement does not attempt to bind the contractor beyond the terms and conditions of this Agreement and/or expand the Contractor's obligations to make contributions pursuant to this Agreement.

A Contractor that is not a signatory to an existing collective bargaining agreement with any Union having jurisdiction over the Project and that has established and/ or is making employer contributions to a retirement plan and/or a health care insurance plan for its employees, may continue to make employer contributions to such plan on behalf of each of its "regular employee workforce" employed under this Agreement, and for such other employees of the Contractor working under this Agreement who meet the criteria below, in lieu of making employer contributions to a plan, provided the following conditions are met:

(i) such Contractor's plan is a bona fide plan and in effect at the time that the Contractor commences Project work and has been in effect and applicable to the Contractor's employees, whether working on private or public projects, for the preceding twelve (12) months;

(ii) the Contractor contribution amount represents the actual cost of the benefit (expressed as an hourly contribution) to the Contractor, and that is consistent with applicable laws relating to wages and employee benefits; and

(iii) the employee on whose behalf the Contractor contribution is made is an active participant in the Contractor plan at the time of his initial employment on the project, or was an active participant in the plan at the time of his last employment with the Contractor.

e) Any difference between the total hourly contribution to a Contractor plan under this section and the Contractor contribution due to the corresponding fund under 13.1 and 13.3, shall be paid directly to the employee as part of his paycheck for wages earned on the Project.

f) For purposes of this Agreement, a bona fide retirement plan qualifying for recognition under 13.3(a), shall be a tax-qualified plan, subject to ERISA, and have a current SPD available for review. The Contractor shall advise the Project Labor Administrator and the affected Union(s) at least five (5) working days prior to exercising

its rights under this Agreement, and provide the Project Labor Administrator with such information as is necessary to demonstrate the appropriateness of the Contractor's utilization of this section.

g) In the event a Contractor does not provide a benefits plan, or an employee has opted out of such plan, the employee's paycheck shall be increased by the corresponding amount of fringe benefits due in accordance with the applicable wage rate decision. In no event shall a Contractor or an employee be required to participate in a benefits plan that is not otherwise required by applicable law.

13.4 Special Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, should not be applicable to work under this Agreement, nor shall travel expenses, travel time, subsistence allowances and or zone rates, except to the extent that such is provided for in the applicable CBA, or mutually agreed to by the Parties to this Agreement.

ARTICLE 14 APPRENTICESHIP

The parties recognize the need to maintain continued support of programs designed to develop adequate numbers of competent workers in the construction industry and the Contractor will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are indentured.

Prior to commencement of work on the Project, a non-signatory contractor who participates in apprenticeship program registered and approved by the New Mexico State Apprenticeship Council (NMSAC) shall designate its intent to utilize its own registered program or utilize the (NMSAC) registered program sponsored by the joint labor management committee of the particular labor organization having jurisdiction.

The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum ratio allowable under the applicable standards of the Bureau of Apprenticeship and Training/New Mexico Apprenticeship Council. It is the Owner's goal to maximize the number of apprenticeship opportunities on this Project, and to achieve as close to a 1-1 ratio of apprentices to journeymen as practicable provided the apprentices are properly supervised by a journeyman and capable of performing the work assigned.

ARTICLE 15 UNION REPRESENTATION

15.1 Authorized representatives of the Union shall have access to the Project during working hours or whenever craft workers are present on the worksite. They shall comply with visitor and security rules established for the Project.

15.2 a) Each craft signatory to this Agreement may place one working steward for each Contractor per shift to act as a representative of the Union in connection with Union business. The Contractor shall not discriminate against a steward for the proper performance of his/her Union duties. Each craft may have a steward on the job when work of that craft is being performed. The steward will remain on the job as long as he/she is qualified, willing, and able to perform the work. In the event of overtime or shift work, the Union may name one of the employees performing the overtime or shift work to act as steward.

b) If a steward is to be laid off or terminated for cause, the employer will notify the Union in writing prior to taking such action.

15.3 On work where Owner's personnel may be working in close proximity to construction activities, the Union agrees that Union representatives, stewards, and individual workers will not interfere with the Owner's personnel or with the personnel of other contractors or employers, or their work, except in the case of damage to equipment, or danger to personnel.

ARTICLE 16 WORK RULES

16.1 The selection of foreman, general foreman and area general foreman shall be entirely the responsibility of the Contractor. Subject to the Contractor's rights herein, the Contractor will give primary consideration to qualified persons available through the referral process.

16.2 There shall be no limit on production by employees or restrictions on the full use of tools or equipment. There shall be no restrictions on the efficient use of manpower other than as may be required by safety regulations.

16.3 Security procedures for control of employer provided tools, equipment, and materials shall be solely the responsibility of the Contractor. The Contractor shall provide for a secure storage of craft personnel's hand tools. Employees shall be required to provide only the tools listed in the appropriate local collective bargaining agreement.

16.4 Employees shall be at their place of work at the scheduled starting time and shall remain at their work place performing assigned work until quitting time; however, sufficient time will be allowed for pick up and securing of tools and equipment.

16.5 Employees covered by this Agreement shall park their vehicles only in areas designated by the Owner if the Project is within or near a City facility;

a) at the Owner's option it may designate, or request the Contractor(s) to designate, parking spaces and or facilities for utilization by persons employed on the Project and, depending upon the distance such facilities are from the Project, establish directly (or through the Contractors) transportation to be available for employees from such facilities to and from the site.

The above referenced rules with regard to public access, parking, etc. will be reviewed in full with the Contractors and with the Unions at each pre-job conference established by Article 17, below.

16.6 The Owner may, at its option, require an adjustment of working hours outside of those otherwise established pursuant to this Agreement in order to avoid interference with the on-going operations of the City at or near the Project location, and otherwise establish the most efficient interrelationship between the construction of the Project and the operations of the City at or near the Project location. Such changes will not be required before reasonable notice has been provided to the Contractors and the Unions that such adjustments and scheduling or change in work procedures shall be required.

16.7 An employee reporting for work and for whom no work is available will receive two (2) hours pay at the regular straight time rate of pay for reporting unless he/she has been notified by the Contractor, not to report prior to leaving home. When the conditions set forth above in this paragraph occur on an overtime day or on shift work, the premium rate shall apply.

ARTICLE 17 HOURS OF WORK, OVERTIME, SHIFT PROVISIONS

17.1 a) The standard day shift shall be eight consecutive hours established between the hours of 6:00 am and 5:00 pm, exclusive of a thirty minute unpaid meal period scheduled between 11:00 am and 1:00 pm. A thirty minute unpaid meal period shall be provided no later than five (5) hours from the beginning of the shift and every five (5) hours thereafter.

b) In the event employees are required to continue work for more than five (5) consecutive hours without a thirty (30)-minute meal period they shall be paid at the rate of time and one half until they are provided a paid thirty (30)-minute meal period.

17.2 a) In the interest of efficiency and productivity, the Contractor may schedule work based on four (4) ten (10) -hour days each week. The Unions will be notified seven (7) calendar days prior to establishing changes in the weekly work schedule. Should the Contractor elect to work the four (4) day ten (10)-hour schedule, starting and quitting times shall be determined between the consecutive hours of 6:00 am and 6:00 pm. A second shift of four (4) ten (10)-hour days may also be established, which shall be operated for a minimum of four (4) consecutive work days.

b) In the event that it is not possible to work Monday through Thursday on the four (4)-day work schedule because of conditions beyond the Contractor's control, except in the instance of a holiday, Friday shall be available as a voluntary make-up day at the straight time rate of pay.

c) The Friday make-up day will be scheduled as a full ten (10)-hour workday. All employers electing to work the make-up day shall provide work for all employees voluntarily electing to work.

17.3 All hours worked in excess of the established work day of eight (8) hours Monday through Friday or ten (10) hours under a schedule established pursuant to 17.2, above, and all time worked on Saturday shall be paid at the rate of time and one-half. All hours worked on Sundays and Holidays shall be at the rate of double time. When work is scheduled under the provisions of 17.2(a) above, overtime shall be paid for work in excess of ten (10) hours per workday. There shall be no pyramiding of overtime pay. A shift that begins before 11:59 p.m. Friday shall be considered a Friday shift, and one starting before 6:00 a.m. Monday, a Sunday shift.

17.4 If two or three shifts are scheduled, the first shift (day) shall be paid at the straight time rate of pay. The second shift (swing) shall be paid at 10% above the straight time rate of pay. The third shift (graveyard) shall be paid at 15% above the straight time rate of pay. Overtime shall be calculated on the shift rates as defined above. There shall be no requirement for a day shift when either the swing or graveyard shift is worked. Shifts shall be established for a minimum of five consecutive workdays.

17.5 It will not be a violation of this Agreement when the Contractor or the Owner considers it necessary to shut down the project to avoid the possibility of danger to employees or for reasons related to security. In such cases, employees shall be compensated for a minimum of two hours or for actual hours worked.

ARTICLE 18 PRE-JOB CONFERENCE

Each Contractor shall conduct a pre-job conference with the appropriate Union(s) at least three (3) working days prior to commencing work. The Contractor shall advise the Project Labor Administrator and the Council in advance of all such conferences, and

representatives of the Project Labor Administrator and Council may participate if they wish.

ARTICLE 19 LABOR/MANAGEMENT COOPERATION

19.1 The Parties to this Agreement will form a Joint Committee consisting of representatives selected by the Council and the General Contractor to be chaired by the Project Labor Administrator. The purpose of the Committee is to promote harmonious and stable labor management relations on the Project, to ensure effective and constructive communication between Labor and Management parties, and to maximize the potential for highest level of quality and efficiency on the Project.

19.2 The Committee shall meet on a schedule determined by the Committee, or at the call of the Project Labor Administrator, to discuss administration of the Agreement, the progress of the Project, general labor/management problems that may arise, the Project's schedule, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 5, 6 and/or 7 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Project Labor Administrator shall be responsible for the scheduling of the meetings, the preparation of the Agenda topics (with input from the Unions, the Contractors and the Owner) and for advising and coordinating with representatives of the Owner concerning their attendance at the meeting. Notice of the date, time and place of the meeting should be given to the Committee members at least three (3) days prior to the meeting.

ARTICLE 20 GENERAL SAVINGS CLAUSE

20.1. The local collective bargaining agreements incorporated as part of this Agreement shall continue in full force and effect until the Contractor and or Union parties to such agreements notify the Project Labor Administrator of any mutually agreed upon changes in such agreements and their effective date(s). The Parties agree to recognize and implement such changes on their effective dates. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slow downs or any other disruptive activity affecting the Project by any Union involved in the negotiation of such local collective bargaining agreements, nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

20.2 In the event that the Unions signatory to this Agreement fail to completely and fully comply with the terms of Articles 5, 6 or 7 above, the Project Labor Administrator

has the right, upon the written request of the Owner, to terminate this Agreement without any further obligation to any of the Parties.

20.3 a) Any provisions in this Agreement which are in contravention of any federal, state, or local regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limit to which such law or regulation is applicable for the period during which such law or regulation is in effect; but shall not affect the on-going work on the Project.

b) Such suspension shall not affect the operation of any such provision covered by this Agreement to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable. The Contractor and the Unions agree that if and when any provision of this Agreement is held or determined to be illegal or void, the parties to this Agreement will promptly enter into lawful negotiations concerning those provisions.

ARTICLE 21 GENERAL PROVISIONS

21.1 Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

21.2 Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

21.3 Audits and Inspections. At any time during normal business hours and as often as the City and/or Union may deem necessary, there shall be made available to the City and/or Union for examination at a location agreed to by the parties and upon reasonable written notice, all of the Contractor's project specific records with respect to all matters covered by this Agreement. The Contractor shall permit the City and/or Union to audit, and examine project specific contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque

Frost Insulators and Asbestos Workers L.U. #76

By: _____

Southern California District Council of Laborers L.U. # 16

By: _____

International Union of Bricklayers and Allied Craft Workers L.U. #3

By: _____

Southwest Regional Council of Carpenters L.U. 1319

By: _____

International Brotherhood of Electrical
Workers L.U. #611

By: _____

International Union of Elevators Constructors L. U. #131

By: _____

International Association of Bridge, Structural, Ornamental,
and Reinforcing Ironworkers L. U. #495

By: _____

International Union of Operating Engineers L. U. #953

By: _____

International Union of Painters and Allied Trades International Union of Painters District Council 88, L.U. 823

By: _____

International Association of Plasters and Cement Masons L. U. #254

By: _____

United Association of Plumbers and Pipefitters L. U. #412

By: _____

Sheet Metal Workers Air Rail & Transportation L. U. 49

By: _____

Sprinkler Fitters L. U. 669, U.A.

By: _____

United Union of Roofers, Waterproofers, & Allied Workers L.U. 123

By: _____

International Brotherhood of Teamsters L. U. #492

By: _____