

K 8330

1,500 workers

38 pp.

**INSIDE ELECTRICAL CONSTRUCTION
AGREEMENT**

Between

SIC 1731
NAICS 23531

**Local Union No. 611
International Brotherhood of
Electrical Workers**

And

**New Mexico Chapter
National Electrical Contractors
Association**

Effective June 1, 2001 through May 31, 2004

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1 INSIDE ELECTRICAL CONSTRUCTION AGREEMENT

2
3 Agreement by and between the New Mexico, NECA and IBEW Local Union No. 611, IBEW.

4
5 It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this
6 Agreement.

7
8 As used hereinafter in this Agreement, the term "Chapter" shall mean the New Mexico, NECA
9 and the term "Union" shall mean IBEW Local Union No. 611.

10
11 The term "Employer" shall mean an individual firm who has been recognized by an assent to this
12 Agreement.

13 BASIC PRINCIPLES

14
15
16 The Employer and the Union have a common and sympathetic interest in the Electrical Industry.
17 Therefore, a working system and harmonious relations are necessary to improve the relationship
18 between the Employer, the Union, and the Public. Progress in industry demands a mutuality of
19 confidence between the Employer and the Union. All will benefit by continuous peace and by
20 adjusting any differences by rational, common-sense methods. Now, therefore, in consideration
21 of the mutual promises and agreements herein contained, the parties hereto agree as follows:

22
23 ARTICLE I
24 EFFECTIVE DATE -- CHANGES -- TERM OF AGREEMENT

25
26 Section 1.01 This Agreement shall take effect June 1, 2001, and shall remain in effect until May
27 31, 2004, unless otherwise specifically provided for herein. It shall continue in effect from year
28 to year thereafter, from June 1st through May 31st of each year, unless changed or terminated in
29 the way later provided herein.

30
31 Section 1.02 (a) Either party or an Employer withdrawing representation from the Chapter or
32 not represented by the Chapter, desiring to change or terminate this Agreement must provide
33 written notification at least ninety (90) days prior to the expiration date of the Agreement or any
34 anniversary date occurring thereafter.

35 Section 1.02 (b) Whenever notice is given for changes, the nature of the changes desired must
36 be specified in the notice, or no later than the first negotiating meeting unless mutually agreed
37 otherwise.

38 Section 1.02 (c) The existing provisions of the Agreement, including this Article, shall remain
39 in full force and effect until a conclusion is reached in the matter of proposed changes.

40 Section 1.02 (d) Unresolved issue or disputes arising out of the failure to negotiate a renewal or
41 modification of this agreement that remain on the 20th of the month preceding the next regular
42 meeting of the Council on Industrial Relations may be submitted jointly or unilaterally to the
43 Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the
44 next regular meeting of the Council following the expiration date of this agreement or any
45 subsequent anniversary date. The Council's decisions shall be final and binding.

46 Section 1.02 (e). When a case has been submitted to the Council, it shall be the responsibility of
47 the negotiating committee to continue to meet weekly in an effort to reach a settlement on the
48 local level prior to the meeting of the Council.

49 Section 1.02 (f). Notice of a desire to terminate this Agreement shall be handled in the same
50 manner as a proposed change.

51 Section 1.03. This Agreement shall be subject to change or supplement at any time by mutual
52 consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to
53 writing, signed by the parties hereto, and submitted to the International Office of the IBEW for
54 approval, the same as this Agreement.

55 Section 1.04. There shall be no stoppage of work either by strike or lockout because of any
56 proposed changes in this Agreement or dispute over matters relating to this Agreement. All such
57 matters must be handled as stated herein.

58 Section 1.05. There shall be a Labor-Management Committee of three representing the Union
59 and three representing the Employers. It shall meet regularly at such stated times as it may
60 decide. However, it shall also meet within 48 hours when notice is given by either party. It shall
61 select its own Chairman and Secretary. The Local Union shall select the Union representatives
62 and the Chapter shall select the management representatives.

63 Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized
64 representative of each of the parties to this Agreement. In the event that these two are unable to
65 adjust any matter within 48 hours, they shall refer the same to the Labor-Management
66 Committee.

67 Section 1.07. All matters coming before the Labor-Management Committee shall be decided by
68 a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a
69 quorum for the transaction of business, but each party shall have the right to cast the full vote of
70 its membership and it shall be counted as though all were present and voting.

71 Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter,
72 such shall then be referred to the Council on Industrial Relations for the Electrical Contracting
73 Industry for adjudication. The Council's decisions shall be final and binding.

74 Section 1.09. When any matter in dispute has been referred to conciliation or arbitration for
75 adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not
76 be changed or abrogated until agreement has been reached or a ruling has been made.

77

78

79

80

81 Section 2.01. No member of the IBEW, while they remain members of the IBEW shall,
82 themselves, become a contractor for the performance of any electrical work, unless they become
83 signatory to this or related agreements as an Employer as defined in Section 2.05 of this Article.

84

85

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87

ARTICLE II
EMPLOYER RIGHTS -- UNION RIGHTS

38 Section 2.02. The Union agrees that if, during the life of this Agreement, it grants to any other
39 Employer in the Electrical Contracting Industry on work covered by this Agreement, any better
40 terms or conditions than those set forth in this Agreement, such better terms or conditions shall
41 be made available to the Employer under this Agreement and the Union shall immediately notify
42 the Employer of any such concession.

93
94 Section 2.03. The Employer recognizes the Union as the exclusive representative of all its
95 employees performing work within the jurisdiction of the Union for the purpose of collective
96 bargaining in respect to rates of pay, wages, hours of employment, and other conditions of
97 employment. Any and all such employees shall receive at least the minimum wages and benefits
98 and shall work under the conditions of this Agreement.

99
100 Section 2.04. All present employees, and those hired after the date of this Agreement who are
101 under the jurisdiction of the Union, shall, as a condition of continued employment, become and
102 remain members of Local Union No. 611, IBEW on the 31st day after the effective date of this
103 Agreement or the date of employment, whichever is later, and shall remain members in good
104 standing during the life of this Agreement.

105
106 "Good Standing", for the purpose of this Agreement, is interpreted to mean the payment or
107 tendering of initiation fees and periodic Union dues to an authorized agent of the Union. The
108 Company will discharge any employee who fails to pay or tender his initiation fees and periodic
109 Union dues to such authorized agent upon the written request of the Union itemizing the
110 delinquent's account with the Union. The Union agrees to furnish one copy of the delinquent's
111 account to the Company and one copy to the Employee whenever it so requests a discharge.

112
113 Section 2.05. Certain qualifications, knowledge, experience, and financial responsibilities are
114 required for everyone desiring to be an Employer in the Electrical Industry, including satisfaction
115 of the requirement that the person, firm or corporation is a qualified and bonded electrical
116 contractor who is engaged in the electrical construction field. Therefore, an Employer who
117 contracts for electrical work is a person, firm or corporation with suitable financial status to
118 make payroll requirements. Such financial status shall be made available to the Labor-
119 Management Committee upon its request but with final determination resting solely with the
120 Union.

121
122 For the purpose of this Section, the term "member of the firm" shall be defined as owner, partner,
123 corporate officer or qualifying agent for licenses. One (1) member of a firm shall be permitted to
124 actually perform work on the job with his tools provided:

125
126 (a) Such member of the firm working with the tools shall be designated in
127 advance to the office of the Local Union.

128
129 (b) Nothing in this Agreement shall be construed as preventing any member of the
130 firm from making temporary repair or adjustment where an emergency exists
131 involving a hazard to life or property.

132
133 Any two or more Employers signatory to this Agreement entering into a joint venture or
134 partnership on a specific job shall constitute a new Employer under the terms of this Agreement.



136 Financial status shall be accomplished by each Employer furnishing a surety company bond in a
137 company and in such form as is satisfactory to the Union. The bond amount required for each
138 individual Employer should be an amount equivalent to one thousand dollars (\$1,000.00) per
139 bargaining unit employee per month employed during the second quarter of the calendar year.
140 Inception/renewal of the bond will be effective August 1 of each calendar year. The bond
141 amount required of any individual Employer shall be not less than five thousand dollars
142 (\$5,000.00) or more than twenty five thousand dollars (\$25,000.00). Employers not reporting for
143 each of the months in the second calendar quarter shall be required to post a bond in the
144 minimum amount and shall have such bond amount adjusted based on the first three (3) months
145 of reporting within the IBEW Local Union No. 611 jurisdiction. Such bond shall be made
146 payable for the use and benefit to the Employees and any other party to whom wages or benefits
147 are to be paid under the terms of this Agreement, to assure payment of such wages and benefits,
148 together with reasonable expenses incurred for the collection thereof. Copies of the bond will be
149 furnished to the Local Union and to the New Mexico Chapter, NECA.

150
151 Section 2.06. For all Employees covered by this Agreement, the Employer shall carry workers'
152 compensation insurance with a company authorized to do business in the States of New Mexico
153 and/or Arizona, Social Security, and such other protective insurance, including public liability
154 and property damage insurance on any vehicle furnished by the Employer and operated by the
155 Employees, and shall furnish satisfactory proof of such to the Union. He shall also make
156 contributions to the New Mexico and/or Arizona Unemployment Compensation Commission.

157
158 Section 2.07. The Union reserves the right to discipline its members for violation of its laws,
159 rules, and agreements. The Union agrees that it will not take disciplinary action against any
160 member acting in a supervisory capacity for carrying out the expressed orders of his Employer
161 but, instead, will process a complaint against the supervisor's Employer in accord with Article I
162 of this Agreement.

163
164 Section 2.08. In the event of a work stoppage on any job, the Union or its representative shall
165 direct the workmen on such jobs to put away carefully all tools, material, equipment, or any
166 other property of the Employer in a safe manner. The Union shall be financially responsible for
167 any loss to the Employer for neglect in carrying out this provision, but only when the Employer
168 provides a safe place for these.

169
170 Section 2.09(a). The Local Union is part of the International Brotherhood of Electrical Workers,
171 and any violation or annulment by an individual Employer of the approved Agreement of this or
172 any other Local Union of the IBEW, other than violations of Section 2.09(b) of this Article, will
173 be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has
174 been made by the International President of the Union that such a violation or annulment has
175 occurred.

176
177 Section 2.09(b). The subletting, assigning or transfer by an individual Employer of any work in
178 connection with electrical work to any person, firm or corporation not recognizing the IBEW or
179 one of its Local Unions as the collective bargaining representative of his employees on any
180 electrical work in the jurisdiction of this or any other Local Union to be performed at the site of
181 the construction, alteration, painting, or repair of a building, structure, or other work, will be
182 deemed a material breach of this Agreement.

183
184

185 Section 2.09(c). All charges of violations of Section 2.09(b) of this Article shall be considered
186 as a dispute and shall be processed in accordance with the provisions of this Agreement covering
187 the procedure for the handling of grievances and the final and binding resolution of disputes.
188

189 Section 2.10. The Employer agrees to deduct and forward to the Financial Secretary of the Local
190 Union - upon receipt of a voluntary written authorization - the additional working dues from the
191 pay of each IBEW member. The amount to be deducted shall be the amount specified in the
192 approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local
193 Union upon request by the Employer.
194

195 The payment shall be made by check or draft and shall constitute a debt due and owing to the
196 Local Union on the last day of each calendar month, which may be recovered by suit initiated by
197 the Local Union or its assignees, including cost of recovery and interest.
198

199 Section 2.11. Each Employer shall make all legal payroll withholdings for income tax, Social
200 Security, etc., from total wages.
201

202 Section 2.12. Compliance with the Occupational Safety and Health Act is mandatory and
203 employees shall utilize safety measures provided for him by the Employer.
204

205 Section 2.13. The Union understands the Employer is responsible to perform the work required
206 by the owner. The Employer shall therefore have no restrictions except those specifically
207 provided for in the collective bargaining agreement in planning, directing, and controlling the
208 operation of all his work, in deciding the number and kind of employees to properly perform the
209 work, in hiring and laying off employees, in transferring employees from job to job within the
210 Local Union's geographical jurisdiction, in determining the need and number as well as the
211 person who will act as foreman, in requiring all employees to observe the Employer's and/or
212 owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to
213 observe all safety regulations, and in discharging employees for proper cause.
214

215 Section 2.14. The Employer may call for a journeyman Wireman by name under the referral
216 procedure for the sole purpose of filling the position of foreman and said journeyman Wireman
217 shall remain foreman and be paid as such while employed by the Employer.
218

219 The Employer may transfer such foreman from job-to-job. Such foreman shall be selected from
220 journeyman Wireman on the out-of-work list, who qualify for Group I under the Referral
221 Procedure.
222

223 Section 2.15. The Labor-Management Committee shall not recognize any grievance or dispute
224 unless written notice is given to both parties to this Agreement within thirty (30) days after a
225 violation of this Agreement may have been committed. The limitations contained in this Section
226 will not pertain to wage and benefit provisions contained in this Agreement. Any member of the
227 Committee having direct involvement in a particular case coming before the Committee shall
228 abstain from participating in that particular case. Meetings of the Labor-Management
229 Committee shall be held during normal working hours.
230
231
232
233

ARTICLE III

HOURS -- WAGE PAYMENT -- APPRENTICES -- WORKING CONDITIONS

WAGE RATES / CLASSIFICATIONS - SEE ADDENDUM "A"

Section 3.01. NORMAL WORKING DAY: Eight (8) hours between 8:00 a.m. and 12:00 noon and 1:00 p.m. and 5:00 p.m. shall constitute the regular workday. Forty (40) hours of five regular workdays, Monday through Friday, shall constitute the workweek. Variations up to two (2) hours in starting time and/or reduction of one-half hour in lunch period on a specific job are allowed if the Union and Employer mutually agree on the variation.

The Employer may initiate notification of variation via telephone, yet both parties shall be advised in writing when hours are changed. Lunch period and all other hours of the day shall be established accordingly.

Section 3.02. WEATHER RELATED MAKE UP DAY: The day immediately following the last day of the normal work week may be used as a weather related make up day to complete a normal forty (40) hour week; if during the same week, work was disrupted. Full crews shall be scheduled for make up days when the general contractor has also scheduled that day as a make up day.

Section 3.03. ALTERNATE SCHEDULING: The Employer, with 24 hours prior notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours must be scheduled. After ten (10) hours in a work day, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay.

Section 3.04. SCHEDULED OFF HOURS: When a single shift is being worked on a particular job, work performed on said shift (including swing and graveyard shifts) shall be compensated at the straight time rate of pay, eight (8) hours pay for eight (8) hours work. The shift starting time may be varied per the terms of Section 3.01 of this Article.

Section 3.05. SHIFT WORK: When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 am and 4:30 PM. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 PM and 1:00 am. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 am and 9:00 am. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

283 If the parties to the Agreement mutually agree, the shift week may commence with the
284 third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's
285 work schedule. However, any such adjustment shall last for at least a five (5) consecutive day
286 duration unless mutually changed by the parties to this Agreement.
287

288 An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All
289 overtime work required before the established start time and after the completion of eight (8)
290 hours of any shift shall be paid at one and one-half times the "shift" hourly rate.
291

292 There shall be no pyramiding of overtime rates and double the straight time rate shall be
293 the maximum compensation for any hour worked. There shall be no requirement for a day shift
294 when either the second or third shift is worked.
295

296 Section 3.06. Workmen required to remain on duty for more than eight (8) hours in any one day,
297 Monday through Friday, shall be compensated for such additional work at the rate of time and
298 one-half (1½) the regular straight time rate of pay. Work on Saturdays shall be compensated at
299 the rate of time and one-half (1½) the regular straight time rate of pay.
300

301 The only exception to the above and to the regular rates of pay shall be: In the metropolitan area
302 comprised of the city limits of any town where a contractor maintains a shop for maintenance
303 and service work, and trouble calls, overtime provisions other than established by Federal laws
304 shall not apply.
305

306 Section 3.07. Work on Sundays and the following holidays: New Year's Day, Memorial Day (as
307 established by the Federal Government), Fourth of July, Labor Day, Veterans Day, Thanksgiving
308 Day, Day after Thanksgiving Day, and Christmas Day or days celebrated as such shall be
309 compensated at double the regular straight time rate of pay. Workmen on each job shall be
310 required to observe only the holidays spelled out in this Section, unless mutual agreement is
311 reached by the individual Employer and the Local Union or be compensated by the Employer for
312 time lost.
313

314 Section 3.08. When New Year's Day, the Fourth of July, Veterans Day, or Christmas Day fall on
315 a Saturday, the holiday shall be observed on the preceding Friday on a Sunday, the holiday shall
316 be observed on the following Monday.
317

318 Section 3.09. No work shall be performed on Labor Day except in case of extreme emergency.
319

320 Section 3.10. When workmen are directed to report direct to the job, they shall be on the job
321 ready for work at 8:00 am. On all jobs, workmen shall work on the job until quitting time
322 provided, however, when Employers are using time clocks or "brass" method of checking in or
323 out, it shall be done on the employee's time when checking in and on the Employer's time when
324 checking out.
325

326 Section 3.11. When workmen are directed to report to the shop, they shall report in sufficient
327 time to begin work at 8:00 am.
328
329
330

331 Section 3.12. When workmen are ordered to report to the shop and then to the job and from job
332 to job, and return to the shop, they shall be paid for the time spent in traveling and shall be
333 furnished transportation by the Employer. Under these conditions the Zone 1 rate and any
334 applicable overtime will be paid.

335
336 Section 3.13. When workmen are required to perform their work in areas that require gas masks,
337 they shall be compensated an additional ten percent (10%) above the applicable wage rates. In
338 accordance with past practices on Atomic Energy Commission (ERDA, DOE) installations in
339 Local Union 611's jurisdiction, the Employer shall pay, under certain circumstances, an
340 additional ten percent (10%) above the applicable wage rate during the term of this contract. The
341 Employers determination as to such circumstances shall be made in accordance with the rules
342 and regulations established by the Atomic Energy Commission (ERDA, DOE) and applied by
343 the responsible health groups. The Union agrees to abide by the decision of the Atomic Energy
344 Commission (ERDA, DOE).

345
346 It is agreed and understood by both parties hereto that the above Section is added to this
347 Agreement only to encourage the Employer to strive to arrange for the best safety conditions on
348 hazardous work and not to be used promiscuously to obtain an increment of pay by the
349 employees.

350
351 Section 3.14. Lead wiping of joints for lead covered power and lead covered communications
352 cables and all splicing and terminating of all power cables of 5000 volts or more shall be the
353 work of the cable splicer, except when terminating and splicing kits are used.

354
355 Section 3.15. All work performed at 40 feet or more, whether above or below ground or
356 supporting structures, unless adequate and proper scaffolds are provided, shall be paid for at the
357 following rates:

358
359 Double the straight time rates during regular working hours.

360
361 Double time and one-half when working at the time and one-half rate.

362
363 Triple time when working at the double time rate.

364
365 Scaffolding that meet OSHA requirements is adequate and the double time rates shall not apply.

366
367 Bosun chairs, swinging stages and temporary suspended scaffolding are not considered adequate
368 and double the hourly rate in effect will apply.

369
370 Section 3.16. When a journeyman is required by the contractor to be certified as a welder to
371 perform a welding task, he shall be compensated an additional five-percent (5%) above the
372 applicable hourly wage rate when welding.

373
374 Section 3.17. Wages shall be paid weekly not later than quitting time on Friday and not more
375 than three (3) days wages may be withheld at any time. If payday falls on a holiday, employees
376 will be paid on the day before the holiday.

380 Section 3.18. Any workmen laid off, discharged or terminated by the Employer shall be paid all
381 wages immediately. Employees shall receive not less than one (1) hour's wages in order to
382 gather his tools and personal belongings. In the event that he is not paid off in full, waiting time
383 at the regular rate for regular hours of the regular workday and workweek shall be charged until
384 payment is made. When the reason for discharge is violence, use of illegal drugs on the job or
385 drinking on the job, the workman's wages will be terminated immediately and he will leave the
386 job immediately. He shall be paid in full at that time or within twenty-four (24) hours at the
387 Union Hall, at the Employer's discretion. When paid at the Hall, the check shall be hand carried
388 to the Local Union Hall.

389
390 Section 3.19. Any workman voluntarily quitting will be paid in full within eight (8) working
391 hours at the Employer's office or within seventy-two (72) clock hours at the job site.

392
393 Section 3.20. Any man reporting for work and being laid off, not having been notified the day
394 previous to such layoff, shall receive not less than four (4) hours wages in addition to any travel
395 or lodgings he may normally have been entitled to for the day, in order to gather his tools and
396 personal belongings and shall be paid off in full immediately; waiting time at the regular rate of
397 eight (8) hours per day, exclusive of Saturdays, Sundays, and holidays shall be charged until
398 payment is made.

399
400 Section 3.21. It will be the responsibility of the employees to ascertain whether or not they are to
401 report to work when weather conditions are such as to create a doubt as to whether or not the job
402 can be worked. When a telephone is not available at the shop or job, it shall be the responsibility
403 of the Employer or his representative to notify the employee in sufficient time for the employee
404 to arrive at the job at the scheduled starting time. When men are directed to report to a job and do
405 not start work because of lack of material or other conditions beyond their control and the
406 Employer did not notify the employee not to report, they shall receive two (2) hours pay. The
407 Employer may require men to remain on the job and perform such work as can be done inside
408 during this period. This does not apply to trouble calls.

409
410 Section 3.22. When men are terminated, they shall be given a slip in the form agreed upon by
411 both parties telling the reasons for such termination and signed by the employee's Employer,
412 immediate supervisor or authorized representative. These slips will be furnished by the Local
413 Union in quadruplicate with distribution as follows: (a) Original to the Employee upon
414 termination (b) Number 2 copy to the Local Union within five (5) days after termination (c)
415 Number 3 copy to the New Mexico Chapter, NECA office not later than five (5) days after
416 termination (d) Number 4 copy to be retained by the Employer. Any Employer failing to comply
417 shall be subject to having this Agreement canceled upon seventy-two (72) hours' notice.

418
419 Section 3.23. The dispatch points of Local Union No. 611 shall include all towns listed below
420 within its territory and the Union shall provide men to any shop or job to which they may be
421 ordered to report. Zone 1 shall be established at each of these locations which shall comprise an
422 area as designated from the main post office in the town, in any direction, and workmen shall
423 report to the shop or job as directed at regularly scheduled working hours and shall not receive
424 any travel pay. All distance shall be computed at the most direct usable automobile routes.

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

436
437

ZONE 1 BASIC WAGE RATES

City	Miles From Main Post Office
Albuquerque	40 miles
Belen	12 miles
Carrizozo	12 miles
Clovis	12 miles
Espanola	14 miles
Farmington	6 miles
Gallup	10 miles
Las Vegas	8 miles
Los Lunas	12 miles
Portales	12 miles
Raton	6 miles
Roswell	12 miles
Ruidoso	12 miles
Santa Fe	10 miles
Tucumcari	6 miles

438
439 Zone 2 extending up to twenty (20) miles beyond Zone 1, EXCEPT ALBUQUERQUE, rates per
440 hour shall be increased by nine percent (9%) of the journeyman rate for Zone 1.

441
442 Zone 3 extending up to thirty (30) miles beyond Zone 1, EXCEPT ALBUQUERQUE, rates per
443 hour shall be increased by fifteen percent (15%) of the journeyman rate for Zone 1.

444
445 Zone 4 anything beyond thirty (30) miles from Zone 1, EXCEPT ALBUQUERQUE, rates per
446 hour shall be increased by twenty-six percent (26%) of the journeyman rate for Zone 1.

447
448 FOR ESTABLISHING THE OUTLYING ZONES FROM THE ALBUQUERQUE FREE
449 ZONE ONLY, ZONE 2 SHALL EXTEND UP TO TEN (10) MILES BEYOND ZONE 1,
450 ZONE 3 SHALL EXTEND UP TO TWENTY (20) MILES BEYOND ZONE 1, AND ZONE 4
451 ANYTHING BEYOND TWENTY (20) MILES FROM ZONE 1.

452
453 Section 3.24. EDDY AND LEA COUNTIES: As the parties to this Agreement recognize the
454 advisability of establishing differential conditions and wage rates for Eddy and Lea Counties, it
455 is agreed that for the purpose of inside electrical construction performed in Eddy and Lea
456 Counties the following conditions contained in Section 3.24 and 3.25 will be applicable.

457
458
459
460

461 The dispatch points of Local Union No. 611 shall include all towns listed below within its
462 territory and the Union shall provide men to any shop or job to which they may be ordered to
463 report. Zone A shall be established at each of these locations which shall comprise an area as
464 designated from the main post office in the town, in any direction, and workmen shall report to
465 the shop or job as directed at regularly scheduled working hours and shall not receive any travel
466 pay. All distance shall be computed at the most direct usable automobile routes. When
467 workmen are ordered to report to jobs outside Zone A, the Zone A hourly wage rate shall be
468 increased by forty-five cents (\$.45) for the Zone B; by sixty cents (\$.60) for Zone C; and by
469 eighty-five cents (\$.85) for Zone D.

470
471 ZONE A DISPATCH POINTS

472	City	Miles from Main Post Office
473	Artesia	12 miles
474	Carlsbad	12 miles
475	Hobbs	12 miles
476	Lovington	12 miles

477
478 Zone A shall be designated from the Main Post Office of Artesia, Carlsbad, Hobbs and
479 Lovington, New Mexico.

480
481 Zone B extending up to ten (10) miles beyond Zone A, rates per hour shall be increased by forty-
482 five cents (\$.45).

483
484 Zone C extending up to twenty-eight (28) miles beyond Zone A, rates per hour shall be increased
485 by sixty cents (\$.60).

486
487 Zone D anything beyond twenty-eight (28) miles beyond Zone A, rates per hour shall be
488 increased by eighty-five cents (\$.85).

489
490 Section 3.25. For work performed in Eddy and Lea Counties, all workmen assigned to work on
491 towers, stacks, mine shafts, and similar type structures located forty feet (40') or more from the
492 ground permanent floor or grating, shall receive one and one-half (1½) times the regular rate of
493 pay. Only workmen actually performing high work will be so compensated.

494
495 Section 3.26. No workman shall use, lease or rent any personal automobile, motorcycle or other
496 vehicle or equipment to his Employer.

497
498 Section 3.27. Journeymen will be required to provide themselves with the following tools:

499	1 8" side cutting pliers	1 key hole saw
500	2 8" channel lock or gas pliers	1 plumb bob
501	1 6 foot wood rule	2 cold chisels (1/2" to 3/4")
502	3 screwdrivers of common sizes	1 diagonal cutting pliers
503	1 hack saw frame	1 long nose cutting pliers
504	1 voltage tester (up to 600 volts)	1 pocket level
505	2 chain wrenches 1/2" to 4"	1 tap wrench
506	1 chalk line	1 knife
507	1 claw hammer	
508	1 National Electrical Code Book, current issue	
509	1 set electric drill wood bits (3 sizes through 1")	

510 The Employer may refuse to clear for work any journeyman or fourth (4th) year apprentices who
511 does not possess a kit of tools of these minimum requirements.

512

513 The Employer shall furnish all other necessary tools and equipment.

514

515 A starting apprentice shall have the following tools as a minimum:

516

517	1 8" side cutting pliers	2 8" channel lock or gas pliers
518	1 6 foot wood rule	3 screwdrivers of common sizes
519	1 claw hammer	1 diagonal cutting pliers
520	1 long nose cutting pliers	1 knife

521

522 He shall have acquired the complete set by the end of his third (3rd) year. The Employer shall
523 assist any first (1st) six-month apprentice in the economical procurement of his personal tools.

524

525 Section 3.28. Workmen will be responsible for the tools or equipment issued to them providing
526 the Employer furnishes the necessary lockers, toolboxes, or other safe places for storage. The
527 Employer may request a written accounting of the tools issued to a workman who shall clear this
528 tool record satisfactorily before leaving his employment. The Employer will also furnish a safe
529 place for storage of the employee's personal tools.

530

531 Section 3.29. Workmen shall install all electrical work in a safe and workmanlike manner and in
532 accordance with applicable code and contract specifications.

533

534 Section 3.30. A journeyman shall be required to make corrections on improper workmanship for
535 which he is responsible on his own time and during regular working hours, unless errors or
536 omissions are made by orders of the Employer or the Employer's representative. The Employer
537 shall notify the Union of any workman who fails to comply with this, and the Union assumes
538 responsibility for enforcement of this provision.

539

540 Section 3.31. The representative of the Union shall be allowed access to any shop or job at any
541 reasonable time where workmen are employed under the terms of this Agreement. Upon gaining
542 access to the shop/job, the Union representative shall immediately notify the Employer's
543 representative that he is on site. The terms of this provision extend to the representatives of the
544 Joint Apprenticeship and Training Committee.

545

546 Section 3.32. On all equipment circuits having a nominal voltage of four hundred forty (440)
547 volts, which must be worked energized, two (2) or more journeymen must work together.

548

549 Section 3.33. On all jobs requiring four (4) or more journeymen, one (1) shall be designated as
550 foreman. A foreman shall work with the tools. At no time will the foreman be required to
551 supervise more than twelve (12) journeymen.

552

553 Section 3.34. On any job requiring the use of two or more foremen, a general foreman shall be
554 employed and may supervise a crew until the third foreman is required. When the sixth foreman
555 is employed, the second general foreman will be employed the eleventh foreman, the third
556 general foreman, and progressing in this method of multiples of five (5). When two or more
557 general foremen are required, an area general foreman shall be on the job. An area general
558 foreman shall not supervise more than five (5) general foremen.

559 Section 3.35. On jobs having a foreman, workmen are not to take directions or orders to accept
560 the layout on any job from anyone except the foreman or Employer.

561
562 Section 3.36. Where pipe cutting and threading machines are used, a journeyman or an
563 apprentice shall operate such after proper instructions have been given him in its use.

564
565 Section 3.37. The Employer recognizes the right of the Union to designate a steward or stewards
566 on any job or shop where working men are employed. The Union will notify the Employer in
567 writing the name or names of the steward so appointed. All stewards appointed by the Union
568 Hall shall be fully informed of his duties as a steward. Under no circumstances shall a steward
569 be discriminated against by an Employer because of his faithful performance of duties as a
570 steward. Both the Union and the Employer will use every means to facilitate the steward's duties
571 in order that the time spent is kept at a minimum amount necessary to fulfill such duty. A
572 steward shall work on regularly assigned duties. The Employer will notify the Union before
573 discharging, transferring, or promoting a steward.

574
575 Section 3.38. Overtime shall be impartially divided among the workmen on each job. The
576 Employer shall keep records available to the Business Manager of the Union that will enable him
577 to enforce this provision.

578
579 Section 3.39. An Employer signatory to a collective bargaining agreement or to a letter of assent
580 to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may
581 bring up to four (4) bargaining unit employees employed in that Local Union's jurisdiction into
582 this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's
583 jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All
584 charges of violations of this section shall be considered as a dispute and shall be processed in
585 accordance with the provisions of this Agreement for the handling of grievances with the
586 exception that any decision of a local labor-management committee that may be contrary to the
587 intent of the parties to the National Agreement on Employee Portability, upon recommendation
588 of either or both the appropriate IBEW International Vice President or NECA Regional
589 Executive Director, is subject to review, modification, or rescission by the Council on Industrial
590 Relations.

591
592 Section 3.40. On unscheduled overtime in Zones 2, 3, 4, and Los Alamos County, the Employer
593 will furnish lunches to all workmen required to work ten (10) or more continuous hours (not
594 counting regular lunch period) and each four (4) hours interval thereafter. Workmen shall be
595 given thirty (30) minutes to eat on Company time under the circumstances outlined in this
596 Section.

597
598 Section 3.41 EXCEPTION: For projects where the scheduled work day exceeds nine (9) hours,
599 the Employer will not be required to furnish lunches until more than one (1) hour of unscheduled
600 overtime has been worked.

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ARTICLE IV
APPRENTICESHIP AND TRAINING

Section 4.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of six (6) members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members shall be appointed in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformity with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

Section 4.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause, by the party they represent, or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 4.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this agreement; except for trust fund matters which shall be resolved as stipulated in the local trust instrument.

Section 4.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 4.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.



658 Section 4.06. To help ensure diversity of training, provide reasonable continuous employment
659 opportunities and comply with apprenticeship rules and regulations, the JATC, as the program
660 sponsor, shall have full authority for issuing all job-training assignments and for transferring
661 apprentices from one employer to another. The employer shall cooperate in providing apprentices
662 with needed work experiences. The local union referral office shall be notified, in writing, of all
663 job-training assignments. If the employer is unable to provide reasonable continuous employment
664 for apprentices, the JATC is to be so notified.

665
666 Section 4.07. All apprentices shall enter the program through the JATC as provided for in the
667 registered apprenticeship standards and selection procedures.

668
669 An apprentice may have their indenture canceled by the JATC at any time prior to completion as
670 stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not
671 be considered for local union referral purposes until the apprentice has satisfied all conditions of
672 apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any
673 classification, or participate in any related training, unless they are reinstated in apprenticeship as
674 per the standards, or they qualify through means other than apprenticeship, at sometime in the
675 future, but no sooner than two years after their class has completed apprenticeship, and they have
676 gained related knowledge and job skills to warrant such classification.

677
678 Section 4.08. The JATC shall select and indenture a sufficient number of apprentices to meet
679 local manpower needs. The JATC is authorized to indenture a total number of apprentices not to
680 exceed a ratio of one (1) apprentice to three (3) Journeyman Wiremen normally employed under a
681 collective bargaining agreement. The JATC shall indenture a larger number of apprentices
682 provided the individuals are entering the program as the result of direct entry through organizing;
683 as provided for in the registered apprenticeship standards.

684
685 Section 4.09. Though the JATC cannot guarantee any number of apprentices, if a qualified
686 employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If
687 the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer
688 indentured apprentices than permitted by its allowable ratio, they shall select and indenture the
689 next available person from the active list of qualified applicants. An active list of qualified
690 applicants shall be maintained by the JATC as per the selection procedures.

691
692 Section 4.10. To accommodate short-term needs when apprentices are unavailable, the JATC
693 shall assign unindentured workers who meet the basic qualifications for apprenticeship.
694 Unindentured workers shall not remain employed if apprentices become available for OJT
695 assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour
696 (prevailing wage) job sites.

697
698 Before being employed, the unindentured person must sign a letter of understanding with the
699 JATC and the employer agreeing that they are not to accumulate more than two thousand (2,000)
700 hours as an unindentured, that they are subject to replacement by indentured apprentices and that
701 they are not to work on wage-and-hour (prevailing wage) job sites.

702
703 Should an unindentured worker be selected for apprenticeship, the JATC will determine, as
704 provided for in the apprenticeship standards, if some credit for hours worked as an unindentured
705 will be applied toward the minimum OJT hours of apprenticeship.

706
707



708 The JATC may elect to offer voluntary related training to the unindentured; such as Math Review,
709 English, Safety, Orientation/Awareness, Introduction to OSHA, First Aid and CPR. Participation
710 shall be voluntary.

711
712 Section 4.11. The employer shall contribute to the local health and welfare plans and to the
713 National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured.
714 Contributions to other benefit plans may be addressed in other sections of this agreement.

715
716 Section 4.12. Each job site shall be allowed a ratio of two (2) apprentices for every three (3)
717 Journeyman Wiremen or fraction thereof as illustrated below.

718

719 Number of Journeymen	Maximum Number of
720	720 Indentured unindentured
721 1 to 3	2
4 to 6	4
7 to 9	6
97 to 99	66
Etc.	Etc.

722
723 The first person assigned to any job site shall be a Journeyman Wireman.

724
725 A job site is considered to be the physical location where employees report for their work
726 assignments. The employer's shop (service center) is considered to be a separate, single job site.
727 All other physical locations where workers report for work are each considered to be a single,
728 separate job site.

729
730 Section 4.13. An apprentice is to be under the supervision of a Journeyman Wireman at all
731 times. This does not imply that the apprentice must always be in-sight-of a Journeyman
732 Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not
733 be of a nature that prevents the development of responsibility and initiative. Work may be laid
734 out by the employer's designated supervisor or journeyman based on their evaluation of the
735 apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform
736 job tasks in order to develop job skills and trade competencies. Journeymen are permitted to
737 leave the immediate work area without being accompanied by the apprentice.

738
739 Apprentices who have satisfactorily completed the first four years of related classroom training
740 using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with
741 satisfactory performance, shall be permitted to work alone on any job site and receive work
742 assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first
743 person assigned to a job site and apprentices shall not supervise the work of others.

744
745 Section 4.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all
746 graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each
747 graduating apprentice to apply for college credit through the NJATC. The JATC may also require
748 each apprentice to acquire any electrical license required for journeymen to work in the
749 jurisdiction covered by this agreement.

750
751
752

753 Section 4.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship
754 and Training Trust Fund Agreement which shall conform to Section 302 of the
755 Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

756
757 The Trustees authorized under this Trust Agreement are hereby empowered to determine the
758 reasonable value of any facilities, materials or services furnished by either party. All funds shall
759 be handled and disbursed in accordance with the Trust Agreement.

760
761 Section 4.16. All Employers subject to the terms of this Agreement shall contribute the amount
762 of funds specified by the party's signatory to the local apprenticeship and training trust
763 agreement. The current rate of contribution is one percent (1%) of the gross monthly labor
764 payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF
765 under the terms of the Restated Employees Benefit Agreement and Trust.

766
767 ARTICLE V
768 NATIONAL ELECTRICAL BENEFIT FUND (NEBF)
769

770 Section 5.01. It is agreed that in accord with the Employees Benefit Agreement of the National
771 Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors
772 Association and the International Brotherhood of Electrical Workers on September 3, 1946, as
773 amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that
774 unless authorized otherwise by the NEBF the individual Employer will forward monthly to the
775 NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor
776 payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll
777 report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute
778 a debt due and owing to the NEBF on the last day of each calendar month, which may be
779 recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall
780 be mailed to reach the office of the appropriate local collection agent not later than fifteen (15)
781 calendar days following the end of each calendar month.

782
783 The individual employer hereby accepts, and agrees to be bound by, the Restated Employees
784 Benefit Agreement and Trust.

785
786 An individual Employer who fails to remit as provided above shall be additionally subject to
787 having his Agreement terminated upon seventy-two (72) hours notice in writing being served by
788 the Union, provided the individual Employer fails to show satisfactory proof that the required
789 payments have been paid to the appropriate local collection agent.

790
791 The failure of an individual Employer to comply with the applicable provisions of the Restated
792 Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

793
794 ARTICLE VI
795 NEW MEXICO ELECTRICIANS RETIREMENT BENEFIT FUND (A)
796

797 The parties to this Agreement agree to continue to participate in the NEW MEXICO
798 ELECTRICIANS RETIREMENT BENEFIT FUND during the term hereof.

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801

802 The parties are cognizant of the NEW MEXICO ELECTRICIANS RETIREMENT BENEFIT
803 FUND TRUST AGREEMENT, as amended and restated, effective January 2, 1975 (hereinafter
804 referred to as "Trust Agreement"), and agree that the terms and provisions thereof are hereby
805 incorporated within this Agreement by reference and shall be as effective as if fully set forth
806 herein. The Employers (regardless of affiliation with NECA) agree to be bound by each and
807 every provision contained therein and any subsequent amendments thereto and to do each and
808 every act required and provided for therein. The failure of an individual Employer to comply
809 with any provision of the Trust Agreement shall also constitute a breach of the Labor Agreement.

810
811 The Employers and the Union do further consent to the appointment of the Trustees heretofore
812 designated in accordance with Article IV of the Trust Agreement (together with their successors)
813 and hereby ratify, approve, and consent to all matters heretofore done in connection with the
814 creation and administration of the Trust.

815
816 The Employers shall contribute to the Trust THREE DOLLARS THIRTY CENTS (\$3.30) per
817 hour worked for each hour worked by journeymen THIRTY FIVE PERCENT (35%) of the
818 journeyman amount for each hour worked by apprentices, commencing with the third period,
819 indentured in the five year program for work performed under the terms and conditions of this
820 Agreement.

821
822 The reporting forms required by the Trustees and both payments shall accompany such
823 contributions and forms shall be due not later than fifteen (15) days following the end of each
824 monthly payroll period. The parties recognize that the regular and prompt payment of Employer
825 contributions to the Trust is essential to the effective administration of the Trust, and that the
826 Employer may be assessed liquidated damages and other costs in accordance with the Trust
827 Agreement in the event of default in payment or reporting. Remittances shall be made payable to:
828 NEW MEXICO ELECTRICAL INDUSTRY ACCOUNTS, and mailed to: WELLS FARGO
829 BANK, Lock Box Dept. MAC Q 2129-017, New Mexico Electrical Industry Accounts, P.O. Box
830 27197, Albuquerque, New Mexico 87125.

831
832 The payment shall be made by check or draft and shall constitute a debt due and owing to the
833 NEW MEXICO ELECTRICIANS RETIREMENT BENEFIT FUND on the last day of each
834 calendar month, which may be recovered by suit initiated by the Local Union, the Trustees, or
835 their assignees, including cost of recovery, interest, and liquidated damages.

836
837 Individual Employers who fail to remit as provided above shall be additionally subject to having
838 this Agreement terminated upon seventy-two (72) hours notice in writing being served by the
839 Union; provided the individual Employer fails to show satisfactory proof that the required
840 payments have been made to the Fund.

841
842 The Retirement Benefit Fund, including Employer contributions, shall continue in effect during
843 the entire term of this Agreement; provided that if for any reason the Fund is terminated, then
844 immediately upon that event, the amount of contribution herein required, per the contribution
845 schedule detailed above, shall be open for negotiations between the parties within a maximum
846 time limit of seventy-two (72) hours.

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ARTICLE VI
NEW MEXICO ELECTRICIANS RETIREMENT BENEFIT FUND (B)

The parties to this Agreement agree to continue to participate in the NEW MEXICO ELECTRICIANS RETIREMENT BENEFIT FUND during the term hereof.

The parties are cognizant of the NEW MEXICO ELECTRICIANS RETIREMENT BENEFIT FUND TRUST AGREEMENT, as amended and restated, effective October 1, 1994 (hereinafter referred to as "Trust Agreement"), and agree that the terms and provisions thereof are hereby incorporated within this Agreement by reference and shall be effective as if fully set forth herein. The Employers (regardless of affiliation with NECA) agree to be bound by each and every provision contained therein and any subsequent amendments thereto and to do each and every act required and provided for therein. The failure of an individual Employer to comply with any provision of the Trust Agreement shall also constitute a breach of the Labor Agreement.

The Employers and the Union do further consent to the appointment of the Trustees heretofore designated in accordance with Article IV of the Trust Agreement (together with their successors) and hereby ratify, approve, and consent to all matters heretofore done in connection with the creation and administration of the Trust.

Effective January 1, 2002, the Employers shall contribute to the Trust's Defined Contribution Profit Sharing - 401(k) Plan THREE DOLLARS THIRTY CENTS (\$3.30) per hour worked for each hour worked by journeymen; THIRTY FIVE PERCENT (35%) of the journeymen amount for each hour worked by apprentices, commencing with the third period, indentured in the five year program for work performed under the terms and conditions of this Agreement.

Employees covered by the Profit Sharing - 401(k) Plan may, effective on and after January 1, 2002, make elective deferrals from wages as specified in the Plan.

All contributions and elective deferrals shall be accompanied by the Reporting Forms required by the Trustees of the NEW MEXICO ELECTRICIANS RETIREMENT BENEFIT FUND and both payment and forms shall be due at the end of each monthly pay period and shall be delinquent fifteen (15) days thereafter. The parties recognize that the regular and prompt payment of Employer contributions and elective deferrals to the Plans operated under the Trust is essential to the effective administration of the Trust, and that the Employer may be assessed liquidated damages and other costs in accordance with the Trust Agreement in the event of default in payment or reporting. Contributions shall be sent to the Trust Fund, c/o WELLS FARGO BANK, Lock Box Dept. MAC Q 2129-017, New Mexico Electrical Industry Accounts, P.O. Box 27197, Albuquerque, New Mexico 87125.

All contributions and elective deferrals to the NEW MEXICO ELECTRICIANS RETIREMENT BENEFIT FUND are due and payable on the same date that payment is due to the National Employees Benefit Board. The payments shall be made by checks or drafts and shall constitute debts due and owing to the NEW MEXICO ELECTRICIANS RETIREMENT BENEFIT FUND on the last day of each calendar month, which may be recovered by suit initiated by the Local Union, the Trustees, or their assignees, including cost of recovery, interest and liquidated damages.

902 Individual Employers who fail to remit as provided above shall be additionally subject to having
903 this Agreement terminated upon seventy-two (72) hours notice in writing being served by the
904 Union; provided the individual Employer fails to show satisfactory proof that the required
905 payments have been made to the Fund.

906
907 The NEW MEXICO ELECTRICIANS RETIREMENT BENEFIT FUND, including Employer
908 contributions and any employee elective deferrals, shall continue in effect during the entire term
909 of this Agreement; provided that if for any reason the Fund or either of its Plans are terminated,
910 then immediately upon that event, the amount of contribution herein required, per the contribution
911 schedule detailed above, shall be open for negotiations between the parties within a maximum
912 time limit of seventy-two (72) hours.

913
914 ARTICLE VII

915 IBEW NECA SOUTHWESTERN HEALTH AND BENEFIT FUND

916
917 The parties to this Agreement agree to continue to participate in the IBEW-NECA
918 SOUTHWESTERN HEALTH AND BENEFIT FUND during the term hereof.

919
920 The parties are cognizant of the IBEW-NECA SOUTHWESTERN HEALTH AND BENEFIT
921 TRUST AGREEMENT, as amended and restated, effective January 1, 1996 (hereinafter referred
922 to as "Trust Agreement"), and agree that the terms and provisions thereof are hereby incorporated
923 within this Agreement by references and shall be effective as if fully set forth herein. The
924 Employers (regardless of affiliation with NECA) agree to be bound by each and every provision
925 contained therein and any subsequent amendments thereto and to do each and every act required
926 and provided for therein. The failure of an individual Employer to comply with any provision of
927 the Trust Agreement shall also constitute a breach of the Labor Agreement.

928
929 The Employers and the Union do further consent to the appointment of the Trustees heretofore
930 designated in accordance with Article IV of the Trust Agreement (together with their successors)
931 and hereby ratify, approve, and consent to all matters heretofore done in connection with the
932 creation and administration of the Trust.

933
934 The Employers shall contribute to the Trust TWO DOLLARS THIRTY CENTS (\$2.30) per hour
935 for each hour worked by employees performing work covered by this Agreement. Effective
936 December 2, 2001 the contribution will be TWO DOLLARS SIXTY CENTS (\$2.60) per hour,
937 effective June 2, 2002 the contribution will be TWO DOLLARS EIGHTY-FIVE CENTS (\$2.85)
938 per hour, and effective December 2, 2002 the contribution will be TWO DOLLARS NINETY-
939 FIVE CENTS (\$2.95) per hour. It is agreed that the Employers will be responsible for IBEW-
940 NECA SOUTHWESTERN HEALTH AND BENEFIT FUND contribution rate increases during
941 the term of this Agreement.

942
943 Such contributions shall be accompanied by the reporting forms required by the Trustees and both
944 payment and forms shall be due at the end of each monthly pay period and shall be delinquent
945 fifteen (15) days thereafter.

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951 The parties recognize that the regular and prompt payment of Employer contributions to the Trust,
952 is essential to the effective administration of the Trust, and that the Employer may be assessed
953 liquidated damages and other costs in accordance with the Trust Agreement in the event of default
954 in payment or reporting. Remittances shall be made payable to: NEW MEXICO ELECTRICAL
955 INDUSTRY ACCOUNTS, and mailed to: WELLS FARGO BANK, Lock Box Dept. MAC Q
956 2129-017, New Mexico Electrical Industry Accounts, P.O. Box 27197, Albuquerque, New
957 Mexico 87125.

958
959 The payment shall be made by check or draft and shall constitute a debt due and owing to the
960 IBEW-NECA SOUTHWESTERN HEALTH AND BENEFIT FUND on the last day of each
961 calendar month, which may be recovered by suit initiated by the Local Union, the Trustees or
962 their assignees, including cost of recovery, interest and liquidated damages.

963
964 Individual Employers who fail to remit as provided above shall be additionally subject to having
965 this Agreement terminated upon seventy-two (72) hours notice in writing being served by the
966 Union provided the individual Employer fails to show satisfactory proof that the required
967 payments have been paid to the Fund.

968
969 ARTICLE VIII (A)
970 IBEW LOCAL UNION NO. 611/NM NECA LABOR MANAGEMENT COOPERATION
971 COMMITTEE (LMCC)

972
973 Section 8.01(A). The parties agree to participate in the New Mexico NECA-IBEW Local Union
974 No. 611 Labor Management Cooperation Committee Trust Fund, which is established under the
975 authority of § 6(b) of the Labor Management Cooperation Act of 1978, 29 USC § 175(a) and §
976 302(c) (9) of the Taft-Hartley Act, 29 USC § 186(c) (9). The purposes of the Committee are:

- 977
978 1. To improve communications between representatives of labor and management;
979
980 2. To provide workers and employers with opportunities to study and explore new and
981 innovative joint approaches to achieving organizational effectiveness;
982
983 3. To assist workers and employers in solving problems of mutual concern not susceptible to
984 resolution within the collective bargaining process;
985
986 4. To study and explore ways of eliminating potential problems which reduce the
987 competitiveness and inhibit the economic development of the construction industry;
988
989 5. To enhance the involvement of workers making decisions that affect their working lives;
990
991 6. To do any and all other lawful activities authorized under the Act.

992
993 The Committee shall function in accordance with, and as provided in its Agreement and
994 Declaration of Trust, and the subsequent amendments thereto. Employers making contributions
995 shall be entitled to participate therein as provided in said Agreement and Declaration of Trust.
996 Each Employer, regardless of affiliation with NECA, hereby accepts and agrees to be bound by
997 the Agreement and Declaration of Trust as well as any subsequent amendments thereto, including
998 all provisions concerning the appointment of Trustees, the payment of contributions, audits, and
999 the collection of delinquent contributions. The failure of any individual Employer to comply with
1000 any provision of the Agreement and Declaration of Trust shall also constitute a breach of the
1001 Labor Agreement.

IBEW
NECA 

1002 Each Employer and Employee party to this collective bargaining agreement shall contribute
1003 fifteen cents (\$.15) per hour worked under this Agreement on a monthly basis with checks
1004 payable to the IBEW Local Union No. 611/NM NECA Labor Management Cooperation
1005 Committee Trust Fund, due on or before the fifteenth (15th) day of the following month. The
1006 IBEW Local Union No. 611 shall be responsible for making the employees' remittance.

1007
1008 ARTICLE VIII (B)

1009 NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE
1010

1011 Section 8.01(B). The parties agree to participate in the NECA/IBEW National Labor
1012 Management Cooperation Committee, or its successor, which is established under the authority of
1013 Section 6(b) of the Labor Management Cooperation Act of 1978, 29 USC S175(a) and S302(c)(9)
1014 of the Taft-Hartley Act, 29 USC S186(c)(9). The purposes of the Committee are:
1015

- 1016 1. To improve communications between representatives of labor and management;
- 1017
1018 2. To provide workers and employers with opportunities to study and explore new and
1019 innovative joint approaches to achieving organizational effectiveness;
- 1020
1021 3. To assist workers and employers in solving problems of mutual concern not susceptible to
1022 resolution within the collective bargaining process;
- 1023 4. To study and explore ways of eliminating potential problems which reduce the
1024 competitiveness and inhibit the economic development of the construction industry;
- 1025
1026 5. To sponsor programs which improve job security, enhance economic and community
1027 development, and promote the general welfare of the community and industry;
- 1028
1029 6. To encourage and support the initiation and operation of similarly constituted local labor-
1030 management cooperation committees;
- 1031
1032 7. To engage in research and development programs concerning various aspects of the
1033 industry, including, but not limited to, new technologies, occupational safety and health,
1034 labor relations, and new methods of improved production;
- 1035
1036 8. To engage in public education and other programs to expand the economic development
1037 of the electrical construction industry;
- 1038
1039 9. To enhance the involvement of workers making decisions that affect their working lives;
- 1040
1041 10. To engage in any other lawful activities incidental or related to the accomplishment of
1042 these goals and purposes.

1043
1044 Section 8.02(B). The Fund shall function in accordance with, and as provided in, its Agreement
1045 and Declaration of Trust, and any amendments thereto and any other of its governing documents.
1046 Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the
1047 NLMCC, as provided in said Agreement and Declaration of Trust.
1048
1049
1050

1051 Section 8.03(B). Each Employer shall contribute one cent (\$.01) per hour worked under this
1052 Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in
1053 a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following
1054 the last day of the month in which the labor was performed. The New Mexico Chapter, NECA, or
1055 its designee, shall be the collection agent for this Fund.

1056
1057 Section 8.04(B). If an Employer fails to make the required contributions to the Fund, the Trustees
1058 shall have the right to take whatever steps are necessary to secure compliance. In the event the
1059 Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent
1060 payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of
1061 contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty,
1062 reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments.
1063 Such amount shall be added to and become a part of the contributions due and payable, and the
1064 whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The
1065 Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

1066
1067 ARTICLE IX
1068 CONTRACT ADMINISTRATION FUND
1069

1070 All employers signatory to this labor agreement with the New Mexico, NECA designated as their
1071 collective bargaining agent shall contribute one percent (1%) of the productive electrical payroll
1072 for each hour worked by each employee covered by this labor agreement to the Contract
1073 Administration Fund. The monies are for the purpose of administration of the collective
1074 bargaining agreement, grievance handling and all other management duties and responsibilities in
1075 this agreement. No part of the funds collected shall be used for any purpose, which is held to be
1076 in conflict with the interests of the International Brotherhood of Electrical Workers and its local
1077 unions. Payment shall be forwarded monthly to the Administrative Maintenance Fund in a form
1078 and manner prescribed by the New Mexico NECA no later than fifteen (15) calendar days
1079 following the last day of the month in which the labor was performed. The enforcement of
1080 delinquent payment is the sole responsibility of the New Mexico Chapter, NECA.

1081
1082 ARTICLE X
1083 NATIONAL ELECTRICAL INDUSTRY FUND
1084

1085 Section 10.1. Each individual Employer shall contribute an amount not to exceed one percent
1086 (1%) nor less than 0.2 of 1% of the productive electrical payroll as determined by each local
1087 Chapter and approved by the Trustees, with the following exclusions:

- 1088
- 1089 1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man hours
1090 paid for electrical work in any one Chapter area during any one calendar year but not
1091 exceeding 150,000 man hours.
 - 1092 2. One hundred percent (100%) of all of all productive electrical payroll in excess of 150,000
1093 man hours paid for electrical work in any one Chapter area during any one calendar year.

1094
1095 (Productive electrical payroll is defined as the total wages including overtime paid with
1096 respect to all hours worked by all classes of electrical labor for which a rate is
1097 established in the prevailing labor area where the business is transacted.)
1098

1099
1100

1101 Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and
1102 manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day
1103 of the month in which the labor was performed. Failure to do so will be considered a breach of
1104 this Agreement on the part of the individual Employer.

1105
1106 ARTICLE XI
1107 VACATION
1108

1109 Not more than twenty percent (20%) of the employees in any one shop, or on any job, shall be
1110 granted their vacations at the same time unless agreed to by the Employer.

1111
1112 ARTICLE XII
1113 REFERRAL PROCEDURE
1114

1115 Section 12.1 In the interest of maintaining an efficient system of production in the industry,
1116 providing for an orderly procedure of referral of applicants for employment, preserving the
1117 legitimate interest of the employees in their employment status within the area and of eliminating
1118 discrimination in employment because of membership or non-membership in the Union, the
1119 parties hereto agree to the following system for referral of applicants for employment.

1120
1121 Section 12.2 The Union shall be the sole and exclusive source of referral of applicants for
1122 employment.

1123
1124 Section 12.3 The Employer shall have the right to reject any applicant for employment.

1125
1126 Section 12.4 The Union shall select and refer applicants for employment without discrimination
1127 against such applicant by reason of membership or non-membership in the Union and such
1128 selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional
1129 provisions or any other aspect or obligation of Union membership policies or requirements. All
1130 such selection and referral shall be in accord with the following procedure.

1131
1132 Section 12.5 The Union shall maintain a register of applicants for employment established on the
1133 basis of the groups listed below. Each applicant for employment shall be registered in the highest
1134 priority group for which he qualifies.

1135
1136 Group I. All applicants for employment who have four or more years' experience in the trade, are
1137 residents of the geographical area constituting the normal construction labor market, have passed
1138 a Journeyman Wireman's examination given by a duly constituted Inside Construction Local
1139 Union of the IBEW or has been certified as a Journeyman Wireman by any Inside Joint
1140 Apprenticeship and Training Committee and who have been employed performing electrical work
1141 for a period of at least one year in the past four years in the geographical jurisdiction of IBEW
1142 Local Union No. 611.

1143
1144 Group II. All applicants for employment who have four or more years' experience in the trade
1145 and who have passed a Journeyman Wireman's examination given by a duly constituted Inside
1146 Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any
1147 Inside Joint Apprenticeship and Training Committee.

1148
1149

1150 Group III. All applicants for employment who have two or more years' experience in the trade;
1151 are residents of the geographical area constituting the normal construction labor market; and who
1152 have been employed for at least six months in the last three years in the geographical area covered
1153 by the collective bargaining agreement.

1154
1155 Group IV. All applicants for employment who have worked at the trade for more than one (1)
1156 year.

1157
1158 Section 12.6 If the registration list is exhausted and the Local Union is unable to refer applicants
1159 for employment to the Employer within forty-eight (48) hours from the time of receiving the
1160 Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to
1161 secure applicants without using the Referral Procedure but, such applicants, if hired, shall have
1162 the status of "temporary employees".

1163
1164 Section 12.7 The Employer shall notify the Business Manager promptly of the names and Social
1165 Security numbers of such "temporary employees" and shall replace such "temporary employees"
1166 as soon as registered applicants for employment are available under the Referral Procedure.

1167
1168 DEFINITIONS

1169
1170 Section 12.8 "Normal Construction Labor Market" is defined to mean the following geographical
1171 area plus the commuting distance adjacent thereto, which includes the area from which the normal
1172 labor supply is secured.

1173
1174 Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, De Baca, Eddy, Grant, Guadalupe, Harding,
1175 Lea, Lincoln, Los Alamos, McKinley, Mora, Quay, Rio Arriba, Roosevelt, Sandoval, San Juan,
1176 San Miguel, Santa Fe, Sierra, Socorro, Taos, Torrance, Union, Valencia, and that part of Apache
1177 County, Arizona, that lies North of U.S. Highway 66 (Interstate 40).

1178
1179 The above geographical area is agreed upon by the parties to include the area defined by the
1180 Secretary of Labor to be the appropriate prevailing wage areas under the Davis Bacon Act to
1181 which the Agreement applies.

1182
1183 Section 12.9. Resident means a person who has maintained his permanent home in the above
1184 defined geographical area for a period of not less than one (1) year or who having had a
1185 permanent home in this area, has temporarily left with the intention of returning to this area as his
1186 permanent home.

1187
1188 Section 12.10 "Examinations". An "Examination" shall include experience rating tests if such
1189 examination shall have been given prior to the date of this procedure, but from and after the date
1190 of this procedure, shall include only written and/or practical examinations given by a duly
1191 constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for
1192 examinations are specified as ninety days. An applicant shall be eligible for examination if he has
1193 four years' experience in the trade.

1194
1195 Section 12.11 The Union shall maintain an "Out of Work List" which shall list the applicants
1196 within each Group in chronological order of the dates they register their availability for
1197 employment.

1198

1199 Section 12.12 An applicant who is hired and who receives, through no fault of his own, work of
1200 forty hours or less, shall, upon re-registration, be restored to his appropriate place within his
1201 Group.

1202
1203 Section 12.13 Employers shall advise the Business Manager of the Local Union of the number of
1204 applicants needed. The Business Manager shall refer applicants to the Employer by first referring
1205 applicants in Group I, in the order of their place on the "Out of Work List" and then referring
1206 applicants in the same manner successively from the "Out of Work List" in Group II, then Group
1207 III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his
1208 appropriate place within his Group and shall be referred to other employment in accordance with
1209 the position of his Group and his place within his Group.

1210
1211 Section 12.14 The only exceptions which shall be allowed in this order of referral are as follows:

1212
1213 (a) When the Employer states bona fide requirements for special skills and abilities in his
1214 request for applicants, the Business Manager shall refer the first applicant on the register
1215 possessing such skills and abilities.

1216
1217 (b) The age ratio clause in the Agreement calls for the employment of an additional
1218 employee or employees on the basis of age. Therefore, the Business Manager shall refer
1219 the first applicant on the register satisfying the applicable age requirements provided,
1220 however, that all names in higher priority GROUPS, if any, shall first be exhausted
1221 before such overage reference can be made.

1222
1223 Section 12.15 An Appeals Committee is hereby established composed of one member appointed
1224 by the Union, one member appointed by the Employer or by the Association, as the case may be,
1225 and a Public Member appointed by both these members.

1226
1227 Section 12.16 It shall be the function of the Appeals Committee to consider any complaint of any
1228 employee or applicant for employment arising out of the administration by the Local Union of
1229 Sections 4 through 14 of this Article. The Appeals Committee shall have the power to make a
1230 final and binding decision on any such complaint, which shall be complied with by the Local
1231 Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its
1232 business, but it is not authorized to add to, subtract from, or modify any of the provisions of this
1233 Agreement and its decisions shall be in accord with this Agreement.

1234
1235 Section 12.17 A representative of the Employer or of the Association, as the case may be,
1236 designated to the Union in writing shall be permitted to inspect the Referral Procedure records at
1237 any time during normal business hours.

1238
1239 Section 12.18 A copy of the Referral Procedure set forth in this Agreement shall be posted on the
1240 Bulletin Board in the offices of the Local Union and the offices of the Employers who are parties
1241 to this Agreement.

1242
1243 Section 12.19 Apprentices shall be hired and transferred in accordance with the apprenticeship
1244 provisions of the Agreement between the parties.

1245
1246
1247
1248

ARTICLE XIII
SEPARABILITY CLAUSE

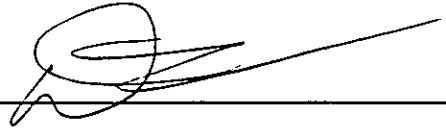
1249
1250
1251
1252 Should any provision of this Agreement be declared illegal by any court of competent
1253 jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the
1254 Agreement in full force and effect and parties shall, thereupon, seek to negotiate substitute
1255 provisions which are in conformity with the applicable laws. All wording appearing in the
1256 masculine gender will include the feminine.


1257
1258 IN WITNESS WHEREOF, the parties have executed this Agreement on the first day of June
1259 2001. Originals are on file in the Chapter and Local Union offices.

1260
1261 Signed for:

1262
1263 New Mexico Chapter, NECA

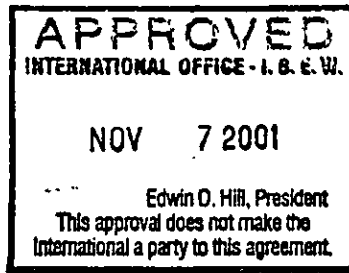
IBEW Local Union No. 611

1264
1265 _____




1266 Dale Phagen, NECA President

Andy Palmer, Business Manager



IBEW LOCAL UNION NO. 611
INSIDE ELECTRICAL CONSTRUCTION WAGE RATES AND CLASSIFICATIONS
ADDENDUM "A" - Page 1 of 9

NOTE: Wage rates for all work bid prior to June 1, 2000 shall remain in effect for the duration of the project, however, no later than May 31, 2001. (The practice of Grandfathering shall sunset on May 31, 2001. Sunset defined – Grandfathering wages on projects will no longer be a subject of negotiations.)

All wages are rounded to the nearest penny - (Ex: \$30.685 will be \$30.69 and \$30.684 will be \$30.68)

ZONE RATES PER HOUR FOR ALL AREAS EXCEPT EDDY, LEA AND LOS ALAMOS COUNTIES

(For definition of Zones, refer to Article III, Section 3.23)

Effective June 3, 2001 through November 30, 2001

			Zone 1	Zone 2	Zone 3	Zone 4
Area General Foreman	10%	above Gen'l Foreman	\$30.69	\$32.67	\$34.00	\$36.42
General Foreman	10%	above Foreman	\$27.90	\$29.88	\$31.21	\$33.63
Foreman	15%	above Jry. Wireman	\$25.36	\$27.34	\$28.67	\$31.09
JW when Splicing Cable	10%	above Jry. Wireman	\$24.26	\$26.24	\$27.57	\$29.99
JW when Welding	5%	above Jry. Wireman	\$23.15	\$25.13	\$26.46	\$28.88
Journeyman Wireman (JW)			\$22.05	\$24.03	\$25.36	\$27.78

APPRENTICES

1 ST Increment	50%		\$11.03	\$13.01	\$14.34	\$16.76
2 nd Increment	55%		\$12.13	\$14.11	\$15.44	\$17.86
3 rd Increment	60%		\$13.23	\$15.21	\$16.54	\$18.96
4 th Increment	65%		\$14.33	\$16.31	\$17.64	\$20.06
5 th Increment	70%		\$15.44	\$17.42	\$18.75	\$21.17
6 th Increment	75%		\$16.54	\$18.52	\$19.85	\$22.27
7 th Increment	80%		\$17.64	\$19.62	\$20.95	\$23.37
8 th Increment	85%		\$18.74	\$20.72	\$22.05	\$24.47
9 th Increment	90%		\$19.85	\$21.83	\$23.16	\$25.58
10 th Increment	95%		\$20.95	\$22.93	\$24.26	\$26.68

Zone 2 = Zone 1 + 9% of JW Zone 1 Rate = \$1.98

Zone 3 = Zone 1 + 15% of JW Zone 1 Rate = \$3.31

Zone 4 = Zone 1 + 26% of JW Zone 1 Rate = \$5.73

Effective December 1, 2001 through June 1, 2002

			Zone 1	Zone 2	Zone 3	Zone 4
Area General Foreman	10%	above Gen'l Foreman	\$31.37	\$33.40	\$34.75	\$37.23
General Foreman	10%	above Foreman	\$28.52	\$30.55	\$31.90	\$34.38
Foreman	15%	above Jry. Wireman	\$25.93	\$27.96	\$29.31	\$31.79
JW when Splicing Cable	10%	above Jry. Wireman	\$24.81	\$26.84	\$28.19	\$30.67
JW when Welding	5%	above Jry. Wireman	\$23.68	\$25.71	\$27.06	\$29.54
Journeyman Wireman (JW)			\$22.55	\$24.58	\$25.93	\$28.41

APPRENTICES

1 ST Increment	50%		\$11.28	\$13.31	\$14.66	\$17.14
2 nd Increment	55%		\$12.40	\$14.43	\$15.78	\$18.26
3 rd Increment	60%		\$13.53	\$15.56	\$16.91	\$19.39
4 th Increment	65%		\$14.66	\$16.69	\$18.04	\$20.52
5 th Increment	70%		\$15.79	\$17.82	\$19.17	\$21.65
6 th Increment	75%		\$16.91	\$18.94	\$20.29	\$22.77
7 th Increment	80%		\$18.04	\$20.07	\$21.42	\$23.90
8 th Increment	85%		\$19.17	\$21.20	\$22.55	\$25.03
9 th Increment	90%		\$20.30	\$22.33	\$23.68	\$26.16
10 th Increment	95%		\$21.42	\$23.45	\$24.80	\$27.28

Zone 2 = Zone 1 + 9% of JW Zone 1 Rate = \$2.03

Zone 3 = Zone 1 + 15% of JW Zone 1 Rate = \$3.38

Zone 4 = Zone 1 + 26% of JW Zone 1 Rate = \$5.86

**IBEW LOCAL UNION NO. 611
INSIDE ELECTRICAL CONSTRUCTION WAGE RATES AND CLASSIFICATIONS
ADDENDUM "A" - Page 2 of 9**

NOTE: Wage rates for all work bid prior to June 1, 2000 shall remain in effect for the duration of the project, however, no later than May 31, 2001. (The practice of Grandfathering shall sunset on May 31, 2001. Sunset defined – Grandfathering wages on projects will no longer be a subject of negotiations.)

All wages are rounded to the nearest penny - (Ex: \$30.685 will be \$30.69 and \$30.684 will be \$30.68)

ZONE RATES PER HOUR FOR ALL AREAS EXCEPT EDDY, LEA AND LOS ALAMOS COUNTIES

(For definition of Zones, refer to Article III, Section 3.23)

Effective June 2, 2002 through November 30, 2002

			Zone 1	Zone 2	Zone 3	Zone 4
Area General Foreman	10%	above Gen'l Foreman	\$32.08	\$34.15	\$35.54	\$38.07
General Foreman	10%	above Foreman	\$29.16	\$31.23	\$32.62	\$35.15
Foreman	15%	above Jry. Wireman	\$26.51	\$28.58	\$29.97	\$32.50
JW when Splicing Cable	10%	above Jry. Wireman	\$25.36	\$27.43	\$28.82	\$31.35
JW when Welding	5%	above Jry. Wireman	\$24.20	\$26.27	\$27.66	\$30.19
Journeyman Wireman (JW)			\$23.05	\$25.12	\$26.51	\$29.04

APPRENTICES

1 ST Increment	50%		\$11.53	\$13.60	\$14.99	\$17.52
2 nd Increment	55%		\$12.68	\$14.75	\$16.14	\$18.67
3 rd Increment	60%		\$13.83	\$15.90	\$17.29	\$19.82
4 th Increment	65%		\$14.98	\$17.05	\$18.44	\$20.97
5 th Increment	70%		\$16.14	\$18.21	\$19.60	\$22.13
6 th Increment	75%		\$17.29	\$19.36	\$20.75	\$23.28
7 th Increment	80%		\$18.44	\$20.51	\$21.90	\$24.43
8 th Increment	85%		\$19.59	\$21.66	\$23.05	\$25.58
9 th Increment	90%		\$20.75	\$22.82	\$24.21	\$26.74
10 th Increment	95%		\$21.90	\$23.97	\$25.36	\$27.89

Zone 2 = Zone 1 + 9% of JW Zone 1 Rate = \$2.07

Zone 3 = Zone 1 + 15% of JW Zone 1 Rate = \$3.46

Zone 4 = Zone 1 + 26% of JW Zone 1 Rate = \$5.99

Effective December 1, 2002 through June 1, 2003

			Zone 1	Zone 2	Zone 3	Zone 4
Area General Foreman	10%	above Gen'l Foreman	\$32.77	\$34.89	\$36.30	\$38.89
General Foreman	10%	above Foreman	\$29.79	\$31.91	\$33.32	\$35.91
Foreman	15%	above Jry. Wireman	\$27.08	\$29.20	\$30.61	\$33.20
JW when Splicing Cable	10%	above Jry. Wireman	\$25.91	\$28.03	\$29.44	\$32.03
JW when Welding	5%	above Jry. Wireman	\$24.73	\$26.85	\$28.26	\$30.85
Journeyman Wireman (JW)			\$23.55	\$25.67	\$27.08	\$29.67

APPRENTICES

1 ST Increment	50%		\$11.78	\$13.90	\$15.31	\$17.90
2 nd Increment	55%		\$12.95	\$15.07	\$16.48	\$19.07
3 rd Increment	60%		\$14.13	\$16.25	\$17.66	\$20.25
4 th Increment	65%		\$15.31	\$17.43	\$18.84	\$21.43
5 th Increment	70%		\$16.49	\$18.61	\$20.02	\$22.61
6 th Increment	75%		\$17.66	\$19.78	\$21.19	\$23.78
7 th Increment	80%		\$18.84	\$20.96	\$22.37	\$24.96
8 th Increment	85%		\$20.02	\$22.14	\$23.55	\$26.14
9 th Increment	90%		\$21.19	\$23.31	\$24.72	\$27.31
10 th Increment	95%		\$22.37	\$24.49	\$25.90	\$28.49

Zone 2 = Zone 1 + 9% of JW Zone 1 Rate = \$2.12

Zone 3 = Zone 1 + 15% of JW Zone 1 Rate = \$3.53

Zone 4 = Zone 1 + 26% of JW Zone 1 Rate = \$6.12

IBEW LOCAL UNION NO. 611
INSIDE ELECTRICAL CONSTRUCTION WAGE RATES AND CLASSIFICATIONS
ADDENDUM "A" - Page 3 of 9

NOTE: Wage rates for all work bid prior to June 1, 2000 shall remain in effect for the duration of the project, however, no later than May 31, 2001. (The practice of Grandfathering shall sunset on May 31, 2001. Sunset defined – Grandfathering wages on projects will no longer be a subject of negotiations.)

All wages are rounded to the nearest penny - (Ex: \$30.685 will be \$30.69 and \$30.684 will be \$30.68)

ZONE RATES PER HOUR FOR ALL AREAS EXCEPT EDDY, LEA AND LOS ALAMOS COUNTIES

(For definition of Zones, refer to Article III, Section 3.23)

Effective June 2, 2003 through November 30, 2003

			Zone 1	Zone 2	Zone 3	Zone 4
Area General Foreman	10%	above Gen'l Foreman	\$33.47	\$35.63	\$37.08	\$39.72
General Foreman	10%	above Foreman	\$30.43	\$32.59	\$34.04	\$36.68
Foreman	15%	above Jry. Wireman	\$27.66	\$29.82	\$31.27	\$33.91
JW when Splicing Cable	10%	above Jry. Wireman	\$26.46	\$28.62	\$30.07	\$32.71
JW when Welding	5%	above Jry. Wireman	\$25.25	\$27.41	\$28.86	\$31.50
Journeyman Wireman (JW)			\$24.05	\$26.21	\$27.66	\$30.30

APPRENTICES

1 ST Increment	50%		\$12.03	\$14.19	\$15.64	\$18.28
2 nd Increment	55%		\$13.23	\$15.39	\$16.84	\$19.48
3 rd Increment	60%		\$14.43	\$16.59	\$18.04	\$20.68
4 th Increment	65%		\$15.63	\$17.79	\$19.24	\$21.88
5 th Increment	70%		\$16.84	\$19.00	\$20.45	\$23.09
6 th Increment	75%		\$18.04	\$20.20	\$21.65	\$24.29
7 th Increment	80%		\$19.24	\$21.40	\$22.85	\$25.49
8 th Increment	85%		\$20.44	\$22.60	\$24.05	\$26.69
9 th Increment	90%		\$21.65	\$23.81	\$25.26	\$27.90
10 th Increment	95%		\$22.85	\$25.01	\$26.46	\$29.10

Zone 2 = Zone 1 + 9% of JW Zone 1 Rate = \$2.16

Zone 3 = Zone 1 + 15% of JW Zone 1 Rate = \$3.61

Zone 4 = Zone 1 + 26% of JW Zone 1 Rate = \$6.25

Effective December 1, 2003 through May 31, 2004

			Zone 1	Zone 2	Zone 3	Zone 4
Area General Foreman	10%	above Gen'l Foreman	\$34.16	\$36.37	\$37.84	\$40.54
General Foreman	10%	above Foreman	\$31.05	\$33.26	\$34.73	\$37.43
Foreman	15%	above Jry. Wireman	\$28.23	\$30.44	\$31.91	\$34.61
JW when Splicing Cable	10%	above Jry. Wireman	\$27.01	\$29.22	\$30.69	\$33.39
JW when Welding	5%	above Jry. Wireman	\$25.78	\$27.99	\$29.46	\$32.16
Journeyman Wireman (JW)			\$24.55	\$26.76	\$28.23	\$30.93

APPRENTICES

1 ST Increment	50%		\$12.28	\$14.49	\$15.96	\$18.66
2 nd Increment	55%		\$13.50	\$15.71	\$17.18	\$19.88
3 rd Increment	60%		\$14.73	\$16.94	\$18.41	\$21.11
4 th Increment	65%		\$15.96	\$18.17	\$19.64	\$22.34
5 th Increment	70%		\$17.19	\$19.40	\$20.87	\$23.57
6 th Increment	75%		\$18.41	\$20.62	\$22.09	\$24.79
7 th Increment	80%		\$19.64	\$21.85	\$23.32	\$26.02
8 th Increment	85%		\$20.87	\$23.08	\$24.55	\$27.25
9 th Increment	90%		\$22.10	\$24.31	\$25.78	\$28.48
10 th Increment	95%		\$23.32	\$25.53	\$27.00	\$29.70

Zone 2 = Zone 1 + 9% of JW Zone 1 Rate = \$2.21

Zone 3 = Zone 1 + 15% of JW Zone 1 Rate = \$3.68

Zone 4 = Zone 1 + 26% of JW Zone 1 Rate = \$6.38

IBEW LOCAL UNION NO. 611
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NOTE: Wage rates for all work bid prior to June 1, 2000 shall remain in effect for the duration of the project, however, no later than May 31, 2001. (The practice of Grandfathering shall sunset on May 31, 2001. Sunset defined – Grandfathering wages on projects will no longer be a subject of negotiations.)

All wages are rounded to the nearest penny - (Ex: \$30.685 will be \$30.69 and \$30.684 will be \$30.68)

ZONE RATES PER HOUR FOR EDDY AND LEA COUNTIES

(For definition of Zones, refer to Article III, Section 3.24)

Effective June 3, 2001 through November 30, 2001

			Zone A	Zone B	Zone C	Zone D
General Foreman	20%	Above Jry. Wireman	\$24.60	\$25.05	\$25.20	\$25.45
Foreman	15%	Above Jry. Wireman	\$23.58	\$24.03	\$24.18	\$24.43
JW when Splicing Cable	5%	Above Jry. Wireman	\$21.53	\$21.98	\$22.13	\$22.38
Journeyman Technician		Same as Jry. Wireman	\$20.50	\$20.95	\$21.10	\$21.35
Journeyman Wireman (JW)			\$20.50	\$20.95	\$21.10	\$21.35

APPRENTICES

1 ST Increment	50%		\$10.25	\$10.70	\$10.85	\$11.10
2 nd Increment	55%		\$11.28	\$11.73	\$11.88	\$12.13
3 rd Increment	60%		\$12.30	\$12.75	\$12.90	\$13.15
4 th Increment	65%		\$13.33	\$13.78	\$13.93	\$14.18
5 th Increment	70%		\$14.35	\$14.80	\$14.95	\$15.20
6 th Increment	75%		\$15.38	\$15.83	\$15.98	\$16.23
7 th Increment	80%		\$16.40	\$16.85	\$17.00	\$17.25
8 th Increment	85%		\$17.43	\$17.88	\$18.03	\$18.28
9 th Increment	90%		\$18.45	\$18.90	\$19.05	\$19.30
10 th Increment	95%		\$19.48	\$19.93	\$20.08	\$20.33

Zone B = Zone A + \$0.45

Zone C = Zone A + \$0.60

Zone D = Zone A + \$0.85

Effective December 1, 2001 through June 1, 2002

			Zone A	Zone B	Zone C	Zone D
General Foreman	20%	Above Jry. Wireman	\$25.20	\$25.65	\$25.80	\$26.05
Foreman	15%	Above Jry. Wireman	\$24.15	\$24.60	\$24.75	\$25.00
JW when Splicing Cable	5%	Above Jry. Wireman	\$22.05	\$22.50	\$22.65	\$22.90
Journeyman Technician		Same as Jry. Wireman	\$21.00	\$21.45	\$21.60	\$21.85
Journeyman Wireman (JW)			\$21.00	\$21.45	\$21.60	\$21.85

APPRENTICES

1 ST Increment	50%		\$10.50	\$10.95	\$11.10	\$11.35
2 nd Increment	55%		\$11.55	\$12.00	\$12.15	\$12.40
3 rd Increment	60%		\$12.60	\$13.05	\$13.20	\$13.45
4 th Increment	65%		\$13.65	\$14.10	\$14.25	\$14.50
5 th Increment	70%		\$14.70	\$15.15	\$15.30	\$15.55
6 th Increment	75%		\$15.75	\$16.20	\$16.35	\$16.60
7 th Increment	80%		\$16.80	\$17.25	\$17.40	\$17.65
8 th Increment	85%		\$17.85	\$18.30	\$18.45	\$18.70
9 th Increment	90%		\$18.90	\$19.35	\$19.50	\$19.75
10 th Increment	95%		\$19.95	\$20.40	\$20.55	\$20.80

Zone B = Zone A + \$0.45

Zone C = Zone A + \$0.60

Zone D = Zone A + \$0.85

IBEW LOCAL UNION NO. 611
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NOTE: Wage rates for all work bid prior to June 1, 2000 shall remain in effect for the duration of the project, however, no later than May 31, 2001. (The practice of Grandfathering shall sunset on May 31, 2001. Sunset defined – Grandfathering wages on projects will no longer be a subject of negotiations.)

All wages are rounded to the nearest penny - (Ex: \$30.685 will be \$30.69 and \$30.684 will be \$30.68)

ZONE RATES PER HOUR FOR EDDY AND LEA COUNTIES

(For definition of Zones, refer to Article III, Section 3.24)

Effective June 2, 2002 through November 30, 2002

			Zone A	Zone B	Zone C	Zone D
General Foreman	20%	Above Jry. Wireman	\$25.80	\$26.25	\$26.40	\$26.65
Foreman	15%	Above Jry. Wireman	\$24.73	\$25.18	\$25.33	\$25.58
JW when Splicing Cable	5%	Above Jry. Wireman	\$22.58	\$23.03	\$23.18	\$23.43
Journeyman Technician		Same as Jry. Wireman	\$21.50	\$21.95	\$22.10	\$22.35
Journeyman Wireman (JW)			\$21.50	\$21.95	\$22.10	\$22.35

APPRENTICES

1 ST Increment	50%		\$10.75	\$11.20	\$11.35	\$11.60
2 nd Increment	55%		\$11.83	\$12.28	\$12.43	\$12.68
3 rd Increment	60%		\$12.90	\$13.35	\$13.50	\$13.75
4 th Increment	65%		\$13.98	\$14.43	\$14.58	\$14.83
5 th Increment	70%		\$15.05	\$15.50	\$15.65	\$15.90
6 th Increment	75%		\$16.13	\$16.58	\$16.73	\$16.98
7 th Increment	80%		\$17.20	\$17.65	\$17.80	\$18.05
8 th Increment	85%		\$18.28	\$18.73	\$18.88	\$19.13
9 th Increment	90%		\$19.35	\$19.80	\$19.95	\$20.20
10 th Increment	95%		\$20.43	\$20.88	\$21.13	\$21.38

Zone B = Zone A + \$0.45

Zone C = Zone A + \$0.60

Zone D = Zone A + \$0.85

Effective December 1, 2002 through June 1, 2003

			Zone A	Zone B	Zone C	Zone D
General Foreman	20%	Above Jry. Wireman	\$26.40	\$26.85	\$27.00	\$27.25
Foreman	15%	Above Jry. Wireman	\$25.30	\$25.75	\$25.90	\$26.15
JW when Splicing Cable	5%	Above Jry. Wireman	\$23.10	\$23.55	\$23.70	\$23.95
Journeyman Technician		Same as Jry. Wireman	\$22.00	\$22.45	\$22.60	\$22.85
Journeyman Wireman (JW)			\$22.00	\$22.45	\$22.60	\$22.85

APPRENTICES

1 ST Increment	50%		\$11.00	\$11.45	\$11.60	\$11.85
2 nd Increment	55%		\$12.10	\$12.55	\$12.70	\$12.95
3 rd Increment	60%		\$13.20	\$13.65	\$13.80	\$14.05
4 th Increment	65%		\$14.30	\$14.75	\$14.90	\$15.15
5 th Increment	70%		\$15.40	\$15.85	\$16.00	\$16.25
6 th Increment	75%		\$16.50	\$16.95	\$17.10	\$17.35
7 th Increment	80%		\$17.60	\$18.05	\$18.20	\$18.45
8 th Increment	85%		\$18.70	\$19.15	\$19.30	\$19.55
9 th Increment	90%		\$19.80	\$20.25	\$20.40	\$20.65
10 th Increment	95%		\$20.90	\$21.35	\$21.50	\$21.75

Zone B = Zone A + \$0.45

Zone C = Zone A + \$0.60

Zone D = Zone A + \$0.85

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INSIDE ELECTRICAL CONSTRUCTION WAGE RATES AND CLASSIFICATIONS
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NOTE: Wage rates for all work bid prior to June 1, 2000 shall remain in effect for the duration of the project, however, no later than May 31, 2001. (The practice of Grandfathering shall sunset on May 31, 2001. Sunset defined – Grandfathering wages on projects will no longer be a subject of negotiations.)

All wages are rounded to the nearest penny - (Ex: \$30.685 will be \$30.69 and \$30.684 will be \$30.68)

ZONE RATES PER HOUR FOR EDDY AND LEA COUNTIES

(For definition of Zones, refer to Article III, Section 3.24)

Effective June 2, 2003 through November 30, 2003

			Zone A	Zone B	Zone C	Zone D
General Foreman	20%	Above Jry. Wireman	\$27.00	\$27.45	\$27.60	\$27.85
Foreman	15%	Above Jry. Wireman	\$25.88	\$26.33	\$26.48	\$26.73
JW when Splicing Cable	5%	Above Jry. Wireman	\$21.53	\$21.98	\$22.13	\$22.38
Journeyman Technician		Same as Jry. Wireman	\$22.50	\$22.95	\$23.10	\$23.35
Journeyman Wireman (JW)			\$22.50	\$22.95	\$23.10	\$23.35

APPRENTICES

1 ST Increment	50%		\$11.25	\$11.70	\$11.85	\$12.10
2 nd Increment	55%		\$12.38	\$12.83	\$12.98	\$13.23
3 rd Increment	60%		\$13.50	\$13.95	\$14.10	\$14.35
4 th Increment	65%		\$14.63	\$15.08	\$15.23	\$15.48
5 th Increment	70%		\$15.75	\$16.20	\$16.35	\$16.60
6 th Increment	75%		\$16.88	\$17.33	\$17.48	\$17.73
7 th Increment	80%		\$18.00	\$18.45	\$18.60	\$18.85
8 th Increment	85%		\$19.13	\$19.58	\$19.73	\$19.98
9 th Increment	90%		\$20.25	\$20.70	\$20.85	\$21.10
10 th Increment	95%		\$21.38	\$21.83	\$21.98	\$22.23

Zone B = Zone A + \$0.45

Zone C = Zone A + \$0.60

Zone D = Zone A + \$0.85

Effective December 1, 2003 through May 31, 2004

			Zone A	Zone B	Zone C	Zone D
General Foreman	20%	Above Jry. Wireman	\$27.60	\$28.05	\$28.20	\$28.45
Foreman	15%	Above Jry. Wireman	\$26.45	\$26.90	\$27.05	\$27.30
JW when Splicing Cable	5%	Above Jry. Wireman	\$24.15	\$24.60	\$24.75	\$25.00
Journeyman Technician		Same as Jry. Wireman	\$23.00	\$23.45	\$23.60	\$23.85
Journeyman Wireman (JW)			\$23.00	\$23.45	\$23.60	\$23.85

APPRENTICES

1 ST Increment	50%		\$11.50	\$11.95	\$12.10	\$12.35
2 nd Increment	55%		\$12.65	\$13.10	\$13.25	\$13.50
3 rd Increment	60%		\$13.80	\$14.25	\$14.40	\$14.65
4 th Increment	65%		\$14.95	\$15.40	\$15.55	\$15.80
5 th Increment	70%		\$16.10	\$16.55	\$16.70	\$16.95
6 th Increment	75%		\$17.25	\$17.70	\$17.85	\$18.10
7 th Increment	80%		\$18.40	\$18.85	\$19.00	\$19.25
8 th Increment	85%		\$19.55	\$20.00	\$20.15	\$20.40
9 th Increment	90%		\$20.70	\$21.15	\$21.30	\$21.55
10 th Increment	95%		\$21.85	\$22.30	\$22.45	\$22.70

Zone B = Zone A + \$0.45

Zone C = Zone A + \$0.60

Zone D = Zone A + \$0.85

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NOTE: Wage rates for all work bid prior to June 1, 2000 shall remain in effect for the duration of the project, however, no later than May 31, 2001. (The practice of Grandfathering shall sunset on May 31, 2001. Sunset defined – Grandfathering wages on projects will no longer be a subject of negotiations.)

All wages are rounded to the nearest penny - (Ex: \$30.685 will be \$30.69 and \$30.684 will be \$30.68)

WAGE RATES PER HOUR FOR LOS ALAMOS COUNTY

Effective June 3, 2001 through November 30, 2001

Area General Foreman	10%	above Gen'l Foreman	\$34.00
General Foreman	10%	above Foreman	\$31.21
Foreman	15%	above Jry. Wireman	\$28.67
JW when Splicing Cable	10%	above Jry. Wireman	\$27.57
JW when Welding	5%	above Jry. Wireman	\$26.46
Journeyman Wireman (JW)			\$25.36

APPRENTICES

1 ST Increment	50%		\$14.34
2 nd Increment	55%		\$15.44
3 rd Increment	60%		\$16.54
4 th Increment	65%		\$17.64
5 th Increment	70%		\$18.75
6 th Increment	75%		\$19.85
7 th Increment	80%		\$20.95
8 th Increment	85%		\$22.05
9 th Increment	90%		\$23.16
10 th Increment	95%		\$24.26

Effective December 1, 2001 through June 1, 2002

Area General Foreman	10%	above Gen'l Foreman	\$34.75
General Foreman	10%	above Foreman	\$31.90
Foreman	15%	above Jry. Wireman	\$29.31
JW when Splicing Cable	10%	above Jry. Wireman	\$28.19
JW when Welding	5%	above Jry. Wireman	\$27.06
Journeyman Wireman (JW)			\$25.93

APPRENTICES

1 ST Increment	50%		\$14.66
2 nd Increment	55%		\$15.78
3 rd Increment	60%		\$16.91
4 th Increment	65%		\$18.04
5 th Increment	70%		\$19.17
6 th Increment	75%		\$20.29
7 th Increment	80%		\$21.42
8 th Increment	85%		\$22.55
9 th Increment	90%		\$23.68
10 th Increment	95%		\$24.80

IBEW LOCAL UNION NO. 611
INSIDE ELECTRICAL CONSTRUCTION WAGE RATES AND CLASSIFICATIONS
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NOTE: Wage rates for all work bid prior to June 1, 2000 shall remain in effect for the duration of the project, however, no later than May 31, 2001. (The practice of Grandfathering shall sunset on May 31, 2001. Sunset defined – Grandfathering wages on projects will no longer be a subject of negotiations.)

All wages are rounded to the nearest penny - (Ex: \$30.685 will be \$30.69 and \$30.684 will be \$30.68)

WAGE RATES PER HOUR FOR LOS ALAMOS COUNTY

Effective June 2, 2002 through November 30, 2002

Area General Foreman	10%	above Gen'l Foreman	\$35.54
General Foreman	10%	above Foreman	\$32.62
Foreman	15%	above Jry. Wireman	\$29.97
JW when Splicing Cable	10%	above Jry. Wireman	\$28.82
JW when Welding	5%	above Jry. Wireman	\$27.66
Journeyman Wireman (JW)			\$26.51

APPRENTICES

1 ST Increment	50%		\$14.99
2 nd Increment	55%		\$16.14
3 rd Increment	60%		\$17.29
4 th Increment	65%		\$18.44
5 th Increment	70%		\$19.60
6 th Increment	75%		\$20.75
7 th Increment	80%		\$21.90
8 th Increment	85%		\$23.05
9 th Increment	90%		\$24.21
10 th Increment	95%		\$25.36

Effective December 1, 2002 through June 1, 2003

Area General Foreman	10%	above Gen'l Foreman	\$36.30
General Foreman	10%	above Foreman	\$33.32
Foreman	15%	above Jry. Wireman	\$30.61
JW when Splicing Cable	10%	above Jry. Wireman	\$29.44
JW when Welding	5%	above Jry. Wireman	\$28.26
Journeyman Wireman (JW)			\$27.08

APPRENTICES

1 ST Increment	50%		\$15.31
2 nd Increment	55%		\$16.48
3 rd Increment	60%		\$17.66
4 th Increment	65%		\$18.84
5 th Increment	70%		\$20.02
6 th Increment	75%		\$21.19
7 th Increment	80%		\$22.37
8 th Increment	85%		\$23.55
9 th Increment	90%		\$24.72
10 th Increment	95%		\$25.90

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ADDENDUM "A" - Page 9 of 9

NOTE: Wage rates for all work bid prior to June 1, 2000 shall remain in effect for the duration of the project, however, no later than May 31, 2001. (The practice of Grandfathering shall sunset on May 31, 2001. Sunset defined – Grandfathering wages on projects will no longer be a subject of negotiations.)

All wages are rounded to the nearest penny - (Ex: \$30.685 will be \$30.69 and \$30.684 will be \$30.68)

WAGE RATES PER HOUR FOR LOS ALAMOS COUNTY

Effective June 2, 2003 through November 30, 2003

Area General Foreman	10%	above Gen'l Foreman	\$37.08
General Foreman	10%	above Foreman	\$34.04
Foreman	15%	above Jry. Wireman	\$31.27
JW when Splicing Cable	10%	above Jry. Wireman	\$30.07
JW when Welding	5%	above Jry. Wireman	\$28.86
Journeyman Wireman (JW)			\$27.66

APPRENTICES

1 ST Increment	50%		\$15.64
2 nd Increment	55%		\$16.84
3 rd Increment	60%		\$18.04
4 th Increment	65%		\$19.24
5 th Increment	70%		\$20.45
6 th Increment	75%		\$21.65
7 th Increment	80%		\$22.85
8 th Increment	85%		\$24.05
9 th Increment	90%		\$25.26
10 th Increment	95%		\$26.46

Effective December 1, 2003 through May 31, 2004

Area General Foreman	10%	above Gen'l Foreman	\$37.84
General Foreman	10%	above Foreman	\$34.73
Foreman	15%	above Jry. Wireman	\$31.91
JW when Splicing Cable	10%	above Jry. Wireman	\$30.69
JW when Welding	5%	above Jry. Wireman	\$29.46
Journeyman Wireman (JW)			\$28.23

APPRENTICES

1 ST Increment	50%		\$15.96
2 nd Increment	55%		\$17.18
3 rd Increment	60%		\$18.41
4 th Increment	65%		\$19.64
5 th Increment	70%		\$20.87
6 th Increment	75%		\$22.09
7 th Increment	80%		\$23.32
8 th Increment	85%		\$24.55
9 th Increment	90%		\$25.78
10 th Increment	95%		\$27.00