



# **NEW MEXICO PAINTING COLLECTIVE BARGAINING AGREEMENT**

**Between**

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**And**

**International Union of Painters and Allied Trades  
District Council 36  
Local Union 823**

**June 1, 2023 to December 31, 2026**

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## **Preamble**

This Agreement entered into this first (1<sup>st</sup>) day of June, 2023 by and between International Union of Painters and Allied Trades District Council 36/Local Union 823, on behalf of their members hereinafter referred to as the “UNION” and as the collective bargaining representatives for all employees covered hereby, and the Painting and Drywall and other contractors who agree to be bound by the terms of this Agreement by attaching their signatures hereto. All contractors referred to above shall hereinafter be referred to as the “EMPLOYER”.

## **Definitions**

“UNION” as hereinafter referred to shall mean the International Union of Painters and Allied Trades District Council 36/Local Union 823 or its successor.

“EMPLOYEE” as hereinafter referred to shall mean any person who performs any work covered under the terms and conditions of this Agreement, including apprentices, journeypersons, probationary employees, part-time help, and any other employee who by the assignment of his duties comes within the bargaining unit of the above named Union.

“EMPLOYER” as hereinafter referred to shall mean all Painting contractors and Drywall contractors and all other Employers who are signatory to or otherwise bound by the terms of this Agreement.

## **Article I Purpose of Agreement**

That for and in consideration of harmonious relations between the parties above referred to and the public and maintenance of stability of the conditions of employment and other mutually beneficial relations and for the purpose of preventing strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time and for the purpose of protecting and safeguarding the health, safety and welfare of the parties concerned, the parties signatory hereto have agreed that the understanding hereinafter set forth shall be binding on all members of the parties hereto individually and collectively.

## **Article II Union Recognition**

**Section 1.** The Employer recognizes, acknowledges, and agrees that the International Union of Painters and Allied Trades District Council 36/Local Union 823 is, within the meaning of Section 9(a) of the National Labor Relations Act, the exclusive representative for the purpose of collective bargaining, of all the Employer's employees wherever such employees may be employed, in the following classification of work: Drywall Finisher/Taper and Painter and similar or related classifications of work.

### **Article III Craft Jurisdiction**

**Section 1.** Work coming under the jurisdiction of this Agreement shall include, but not be limited to the following: the application of paint to any surface regardless of description; the preparation of any surface prior to receiving a decorative or preservative coating such as sandblasting, wire brushing, wall paper removing, drywall taping and bedding, stripping, sanding, wax, acid and any technique invented for the purpose of performing the above preparatory work; the application of special coatings by brush, spray, roller, or any method developed for said operations, the application of epoxies, cold tars, oils, varnishes, binders, murals, paper or any decorative substance; the operation of tools, machinery, compressors, sandblasting equipment, including pots handling sand and abrasive, erection of scaffolding regardless of height, ladders and rigging, maintaining all equipment used in the performance of any of the above including trucks used in the transportation of same.

The above shall include any new methods or materials not heretofore mentioned that may be applicable to the performance of work covered by this Agreement.

### **Article IV Geographical Jurisdiction**

**Section 1.** The jurisdiction of this Agreement shall be the entire State of New Mexico.

### **Article V Conditions of Employment**

**Section 1.** It is agreed that all workmen covered hereby shall become a member of the Union after the seventh (7<sup>th</sup>) day following the beginning of such employment or the effective date of this Agreement whichever is later, and remain continuously a member in good standing of the Union signatory hereto, as a condition of employment; and that all workmen who are members of the Union at the time of their hire shall remain members in good standing as a condition of employment. Employer for the intent of this Section shall include all contractors signatory thereto including any multi-employer unit.

- A. Good standing for the intent of the above Section shall mean the tendering of the uniform initiation fees and dues customarily charged other members of the Union signatory hereto for the admission to and retaining of membership.

### **Article VI Hiring Hall Clause**

**Section 1.** In the employment of workmen for all work covered by this Agreement, the following provisions will govern:

- A. The Union shall establish and maintain open and non-discriminatory referral lists of applicants for employment of this trade at Albuquerque, New Mexico; and referrals shall be made from said list according to the applicant's place on said list. The Union office in Albuquerque, New Mexico shall be the dispatching point for all applicants of employment. The address on file at the dispatching office shall determine the residence of the employee for the purpose of

dispatching. The phone prefix must match the residence of the employee; otherwise the phone number shall determine the area from which the employee is dispatched.

- B. The Employers shall call upon the Union for all workmen they may need at any time and the Union shall immediately dispatch the required number of qualified and competent workmen to the Employer.
- C. In the dispatching of workmen by the Union, each applicant shall be furnished an introductory work slip by the Union, stating the workman's name, classification, job location, by whom requested, and signed by the Business Representative or his Representative.
- D. In the event the Union is unable to supply the required number of qualified workmen in forty-eight (48) hours after the request of same by the Employer, the Employer may then acquire his workmen from any other source, subject to paragraph (1) of this Section.
- E. Upon request by the Employer for workmen to the Union, in the event no employees are available at the time of the request, the forty-eight (48) hours shall not apply.
- F. Each employee shall be furnished a termination slip at the time of lay-off or discharge.

**Section 2.** Each applicant for employment shall be required to at the beginning of each calendar month re-register on the referral list so said list may be kept current with available workmen.

**Section 3.** Referral of journeymen and apprentices shall be on the following terms:

- A. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, Bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.
- B. The Employer retains the right to reject any job applicant referred by the Union for just cause. The Employer may discharge an employee for just cause provided there is no discrimination against any employee for Union activities.
- C. The Employer may request and receive an applicant by name for the position of General Foreman from the referral list; subject to Article V, Section 1 of this agreement.
- D. For referrals to commercial and residential work only: the Employer may request and receive an applicant by name from the referral list; subject to Article V, Section 1 of this agreement, provided that after receiving an applicant by name the next referral to the Employer will be from the top of the out of work list, subject to Section 3(B).
- E. The Employer may request and receive an applicant from the referral list from a specific locality within this Agreement's jurisdiction to work in that locality, subject to Article V, Section 1 of this agreement.
- F. Any registrant who refuses a job call shall have their name placed at the bottom of the referral list.

- G. The Union and each contractor signatory to this Agreement shall post in a place where notices to all employees and applicants for employment are customarily posted, all provisions related to the functioning of the hiring provisions of this Agreement.
- H. No applicant for employment shall be discriminated against for reasons of race, color, sex, age or national origin.
- I. For reasons of safety, all referrals must be fluent in reading and speaking English.

## **Article VII**

### **Hours of Work/Overtime/Holidays**

**Section 1.** Five (5) days or forty (40) hours shall constitute a week's work to be performed as follows:

- A. Eight (8) hours shall constitute a day's work from six (6:00) a.m. to six (6:00) p.m., Monday through Friday, and shall include a 30-minute unpaid lunch period. Hours over eight (8) when working Five (5) Eight (8) hour shifts and over ten (10) per day when working four (4) Ten (10) hours shifts shall be paid at one and one-half (1½) times the regular wage scale. The Employer may schedule employees to work four (4) ten (10) hour workdays. In the event the Employer implements a 4x10 workweek, it shall be for a duration of no less than two (2) full weeks unless mutually agreed to by the Union and Employer.
- B. The last five (5) minutes before the accepted lunch period and five (5) minutes prior to the end of a shift shall be allowed to the employee for personal clean up.
- C. An employee who misses a day of work Monday through Friday shall be allowed to work on Saturday at straight time wages as a make-up day. This make-up day is on a voluntary basis and no employee shall be compelled to work under this provision against their wishes.

**Section 2.** Overtime at the rate of one and one-half (1½) times the regular scale of wage shall be paid for Saturday and all work in excess of forty (40) hours for any one (1) work week. Overtime at the rate of double (2) time the regular scale of wages shall be paid for all hours worked on Sundays and Holidays.

**Section 3.** Holidays observed by this Agreement are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day. In the event the above named holidays are changed by legislation, dates designated by such legislation shall be observed.

**Section 4. Paid Holidays – Labor Day:** Employees must work their regular scheduled day before, regular scheduled day after, and have been employed with current employer for sixty (60) days prior to Labor Day to be eligible for paid holiday. Holiday will be paid at straight time rate of pay.

**Memorial Day:** Employees must work their regular scheduled day before, regular scheduled day after, and have been employed with current employer for a total of 2080 hours, to be eligible for paid holiday. Holiday will be paid at straight time rate of pay.

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

## **Article VIII Work Conditions**

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

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

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

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

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

## **Article IX Out of Town Expenses/Show-Up Time**

**Section 1. Out of Town Expenses:** When employees are required because of job location, to live away from their place of residence, they shall receive not less than the regular rate of pay, plus a minimum of one hundred dollars (\$100.00) per day in order to cover expenses from the date of leaving until the day of their return, inclusive to their home area. To avoid the difficulty of calculating the extraordinary expense incurred when a member of District Council 36 is required to travel more than sixty (60) miles from his/her residence, (current address that is registered with the Local), or employer shop whichever is closest to the job, based on Google maps, they shall be reimbursed the prevailing IRS rate for each mile driven over sixty (60) miles (excluding use of employer provided transportation). When the Employer pays for the hotel for out of town work, the employee shall receive thirty dollars (\$30.00) per day for expenses. Each room shall not house more than two (2) people per room.

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

**Section 2. Show-Up Time:** An employee who is requested to report to work by an Employer and is not put to work shall receive two (2) hours pay. Acts of God excluded. Where an employee starts a shift and works less than three (3) hours, he shall receive three (3) hours pay.

## **Article X Pay Conditions**

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

**Section 2.** Employees shall receive a paycheck at least once every week. No more than three (3) days pay may be held back on each pay period.

- A. Any employee discharged for just cause shall receive pay for actual time spent on the job. Any employee who is discharged shall be paid in full on the job site at the time of discharge. Failure on the Employer's part to comply shall result in the employee being paid his regular scale of wages for total time spent waiting for his paycheck. In the event an employee is discharged for drunkenness, the above waiting time shall not apply.
- B. An employee shall, within forty-eight (48) hours, report any shortages in wages to the Union, weekends and Holidays excluded.
- C. Out of area Employers must make arrangements for the cashing of paychecks issued on payment of wages at no cost to the employee. Any non-negotiable check issued by an Employer for wages shall be deemed as delinquent wages and shall be collected in accordance with the procedure established elsewhere in this Agreement as follows:
- D. It is agreed the Union may take whatever action it deems necessary in collecting delinquent wages and fringes, and the Employer who is delinquent shall be liable for any costs incurred by the Union during the enforcement of this Section, including but not limited to court costs and attorney fees.
- E. Any no-strike or arbitration clause contained elsewhere in this Agreement shall not apply to the collection of delinquent wages and/or fringe benefits by the Union.

**Section 3.** The wage rates, wage increases and Employer contributions shall become effective with the Employer's first (1<sup>st</sup>) payroll period following the date applicable.

## **Article XI Shop and Job Stewards**

**Section 1.** It shall be the functions of the Union to establish a stewards system in all shops and on all jobs where the Business Manager of the Union feels such shops and jobs warrant a steward.

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

**Section 3.** No steward shall be discriminated against for performing his duties as such and shall receive consideration case of lay-off.

**Section 4.** The duties of the steward shall be to check all employees on the job for Union membership and to act as a liaison between the Employer and the Union in all cases of violations of this Agreement. It shall be the duty of each steward to report any violations of this Agreement to the Employer and the Union and to try to remedy any such violations on the job site. In the even he is unable to do so, he shall be allowed to report same to the Union office and shall not be penalized for reporting same.

**Section 5.** The Union Business Manager or his representative shall be allowed to visit all jobs covered by this Agreement.

## **Article XII Wages – Classifications**

**Section 1.** All classifications and wages for employees covered under this Agreement are listed in Appendix A – Wages and Fringe Benefits, which is attached.

**Section 2.** The collective bargaining agreement shall be re-opened to negotiate wages and benefits for the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year of the agreement.

## **Article XIII General Foreman/Foreman Wages**

**Section 1.** General Foreman shall receive two dollars (\$2.00) per hour above the highest classification of working journeyman he is General Foreman of. General Foreman shall not work with the tools of the trade intermittently while being classified as a General Foreman except in an instructional capacity.

**Section 2.** On all jobs employing five (5) or more, one (1) man shall be designated working Foreman and shall receive one dollar (\$1.00) per hour above the highest classification of workmen he is foreman of.

## **Article XIV Conditions of Continued Employment**

**Section 1. Effective October 1, 2009:** As a condition of employment and continued employment all Journey Level Workers must have satisfactorily completed the following training:

- Ten (10) Hour OSHA Construction Class – within every three (3) years.
- First Aid Class – within every three (3) years.
- CPR Class – on an annual basis
- Safety/Skill Upgrade Classes – relevant to their trade, must complete eight (8) hours per year.
- Aerial Lift Certification – within every three (3) years

All Journey Level Workers shall complete the required safety/skills class hours to be eligible for continued employment. The safety/skill upgrade classes shall be determined and made available by the Joint Apprenticeship and Training Committee.

**Article XV**  
**No Strike – No Lockout/Management Rights**

**Section 1.** During the life of this Agreement, there shall be no stoppages of work, strikes or lockouts. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide Labor Organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide Labor Organization.

- A. Notwithstanding any other provision of this Agreement and in particular any "no- strike" clause that may be contained herein, the Union shall be free to strike or engage in other lawful, primary, economic action over any dispute between the parties involving wages and fringe benefits.

**Section 2.** The Employer shall have the sole and exclusive right to manage the plant and direct the working force, including the right to hire, promote, transfer, layoff, suspend or discharge any employee for just cause, or an employee who is dishonest, negligent, incompetent, intoxicated while on duty, or who refuses to perform any service work or labor when required to do so by the Employer.

**Section 3.** Nothing contained herein shall prevent the party's signatory hereto from entering into a project agreement covering specific jobs during the terms of this Agreement.

**Article XVI**  
**Sub-Contractor**

**Section 1.** For all work coming under the jurisdiction of this Agreement that is to be performed on the job site, the Employer agrees that in the event he sub-contracts said work to another company, the Employer signatory hereto shall be held responsible for the compliance for the terms of this Agreement.

Sub-Contractor Defined: Any person or persons who under written contract agree to perform any work that would otherwise be performed by the employees covered by the terms of this Agreement and is performed on the job site.

**Article XVII**  
**Finishing Trades Institute of District Council 36**

**Section 1.** There is hereby established an apprenticeship-training program to be administered by a Joint Apprenticeship and Training Committee consisting of three members (3) appointed by the Employers signatory to a Collective Bargaining Agreement hereto, and three (3) members appointed by the Union signatory hereto with one (1) alternate from each side. The above named committee shall elect a chairman and a secretary from the above named members and one (1) of whom shall be from the Union.

- A. The Joint Apprenticeship Committee shall establish a Trust to maintain and administer any and all contributions called for elsewhere in this Agreement and paid to the Joint Apprenticeship Committee.

- B. The Joint Apprenticeship Committee shall adopt standards of training for this industry in conjunction with the New Mexico State Apprenticeship Council and the U.S. Department of Labor, Bureau of Apprenticeship and Training.
- C. It shall be the duty of the Joint Apprenticeship Committees to obtain and supervise an Apprenticeship Coordinator and Instruction and to draft standards governing the functions of the Committee.
- D. Any such Standards of Apprenticeship adopted by the Joint Apprenticeship Committee shall become a part hereto as though expressly written herein. Each Employer and apprentice shall be furnished a copy of said standards.
- E. It is the intent of the Employers and the Union signatory hereto to establish a non-discriminatory Apprenticeship training program to train qualified people to become mechanics of the trade hereby.
- F. No Employer shall be permitted to employ more than one (1) apprentice to one (1) journeyman. Additional apprentices may be employed as follows: For every one (1) additional journeyman one (1) additional apprentice may be employed, excluding public works, for which job ratio shall not exceed shop ratio.
- G. Any Employer having five (5) or more journeymen must employ at least one (1) apprentice.
- H. Any journeyman who feels that he needs additional training and is unable to sustain steady employment for lack of knowledge or age shall be allowed to request of the Joint Apprenticeship Committee to become indentured as not lower than 5<sup>th</sup> step apprentice to be able to obtain additional knowledge.

Any Employer desiring to work an indentured journeyman shall furnish said journeyman reasonable steady employment.

- I. Commencing on April 1, 1976, and continuing for the duration of this Agreement and any renewals or extensions thereof, the Employer agrees to contribute the amount as specified on Appendix A per hour for each hour worked by each employee covered hereby to International Union of Painters and Allied Trades Trades Institute of District Council 36 Committee.
- J. From the funds collected in the above manner, the Trustees of Finishing Trades Institute of District Council 36 Committee Fund shall hold in trust the sum of ten cents (\$0.10) cents per hour for each hour or portion thereof for which an employee receives pay and remit said sum to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund at such regular periods of time and in the manner and form as shall be determined by the Trustees of the Joint Apprenticeship and Training Fund from time to time.
- K. For the purpose of this Section, each hour paid for, including hours attributable to show-up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- L. Contributions shall be paid on behalf of any employee starting with the employee's first (1<sup>st</sup>) day of employment in a job classification covered by this Agreement. This includes but is not

limited to, apprentices, journeymen, and probationary employees.

- M. The payments to the Apprenticeship Fund required above shall be made to the Finishing Trades Institute of District Council 36 Fund which was established under an Agreement and Declaration of Trust. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust as though they had actually signed same.
- N. The payments to the Apprenticeship Fund required in Paragraph J above, shall be made to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund, which was established under an Agreement and Declaration of Trust dated February 1, 1976. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as though he has actually signed same.

**Section 2.** The Employer hereby irrevocably designate as it's representative on the Board of Trustees of the International Brotherhood of Painters and Allied Trades Joint Apprenticeship and Training Fund, such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in aforesaid Trust Indenture.

- A. The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Union of Painters and Allied Trades Apprenticeship and Training Fund, such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in aforesaid Trust Indenture.
- B. The parties hereto further agree to be bound by all actions taken by the Trustees of the Joint Apprenticeship and Training Fund pursuant to the said Agreement and Declaration of Trust.

**Section 3.** All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

**Section 4.** If an Employer fails to make contributions to the Finishing Trades Institute of District Council 36 Fund within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employers' liability for payment under this Section shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.

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

**Section 6.** Contributions by the Employer to the above named Fund shall be made on or before the tenth (10<sup>th</sup>) day of the month following the month for which they are due.

**Section 7.** The Agreement and Declaration of Trust established by Finishing Trades Institute of District Council 36 shall become a part hereto as though expressly written herein, and all parties agree to be bound by same as though they had actually signed same.

## **Article XVIII**

### **Pension Fund**

**Section 1.** The only Agreement between the Employer(s) and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

- A. Commencing with the effective date of this Agreement, and for the duration of the Agreement, and any renewals or extensions thereof; the Employer agrees to make payments to the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement as follows:
  - 1. For each hour or portion thereof; for which an employee receives pay, the Employer shall make contributions as outlined in Appendix A to the above-named Pension Fund.
  - 2. For the purpose of this Article, each hour paid for, including hours attributable to show-up time and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
  - 3. Contributions shall be paid on behalf of any employee starting with the employee's first (1<sup>st</sup>) day of employment in job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees (except as denoted in Appendix A).
  - 4. The payments to the Pension Fund above shall be made to the "IUPAT Union and Industry Pension Fund", which was established under an Agreement and Declaration of Trust, dated April I, 1967. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
- B. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
- C. All contributions shall be made at such time and in such manner, as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article VI, Section 6 of the Agreement and Declaration of Trust.
- D. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.

- E. The Pension Plan and Annuity Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.

## **Article XIX**

### **Health and Welfare**

**Section 1.** Commencing with the effective date of this Agreement, and continuing for the duration of this Agreement and any renewals or extensions thereof the Employer agrees to make payments to the Southwest Multi-Craft Health and Welfare Fund to provide Health and Welfare benefits for the employees covered hereby and their dependants as follows:

- A. For each hour or portion thereof for which an employee received pay, the Employer shall make a contribution according to the Appendix A – Wages and Fringe Benefits to the Health & Welfare Fund.
- B. For the purpose of this Section, each hour paid for including hours attributable to show-up and other hours for which pay is received by the employee in accordance with this Agreement shall be counted as hours for which contributions are payable.
- C. Trust Agreement, Collection Procedures, Plan Rules, and Board Resolutions. The Employer and the Union agree to adopt and be bound by the Southwest Multi-Craft Health & Welfare Trust Agreement, as amended and restated January 1, 1975, and as has been or may be subsequently amended, and agree that the terms and provisions thereof are incorporated into their Collective Bargaining Agreement as if fully set forth therein. Further, the Employer and the Union agree to be bound by any Collections Procedures, Plan Rules, and Resolutions adopted by the Board of Trustees pursuant to the authority given to the Board by the Trust Agreement or by law. The Employer hereby acknowledges receipt of a copy of the Collections Procedures.
- D. Employer Trustees. The Employer designates as its representatives the Trustees appointed by the New Mexico Building Branch, Associated General Contractors of America, and by the employers doing business in New Mexico, Arizona, and West Texas who are signatory to Collective Bargaining Agreements with the Union. The Employer agrees that it will be bound by the actions of such Trustees made during the term of this Agreement.
- E. ~~3.~~—Employer Contributions. The Employer agrees to make contributions to the Southwest Multi-Craft Health & Welfare Trust Fund in the following amounts per hour worked or paid, as provided in the Collective Bargaining Agreement between the parties:

|                           |                 |
|---------------------------|-----------------|
| Effective June 1, 2023    | \$4.60 per hour |
| Effective January 1, 2024 | \$4.60 per hour |
| Effective January 1, 2025 | \$4.80 per hour |

or (2) such other amounts established by the Board of Trustees of the Southwest Multi-Craft Fund from time to time, upon at least 60 days' advance written notice by the Board to the Employer and the Union.

- F. Reporting and Payment of Contributions. Time is of the essence in the filing of fringe benefit reports and payment of all contributions due. Reports and payments are due on and delinquent if not paid by the 12th day of the calendar month following the calendar month that the payroll period ends. Reports and payments that are hand-delivered, sent electronically, or postmarked by the 12th day of the month in which they are due will be deemed submitted on time. Reports and payments are to be sent to Southwest Service Administrators, Inc. at 2300 Buena Vista Dr. SE, Suite 127, Albuquerque, NM 87106. The Employer will make checks payable to the Southwest Multi-Craft Health & Welfare Trust Fund.
- G. Assessments. In the event the Employer fails to pay the amounts due for the period for which they are owed, the Employer shall pay, in addition to the amounts due as contributions, interest, late filing fees, liquidated damages, audit fees, and legal fees, costs and expenses as set forth in the Trust Agreement or the Collections Procedures adopted by the Board, or as are applicable by law.
- H. Employer Bonds. The Employer and the Union agree that within ten (10) days of the signing of this Agreement, the Employer will post a payroll bond or other form of security acceptable to the Board of Trustees to ensure the payment of fringe benefit contributions. The amount of the bond or other security must be equal to three months of the Employer's average estimated monthly fringe benefit contributions during the previous calendar year, or based on other evidence of projected work activity that the Board of Trustees deems reliable. In all cases the minimum amount of security required is \$10,000, unless the Board of Trustees of the Southwest Multi-Craft Health & Welfare Trust Fund decides that another amount is appropriate. In that case, the amount determined by the Board shall automatically become a part of this Agreement.
- I. This provision for Employer Bonds does not apply to any Employer that (1) has made payment into the Southwest Multi-Craft Health & Welfare Trust Fund for a period of five years with no more than two months of delinquency, each of which was resolved with full payment to the Trust Fund; or (2) contributes to the Trust Fund through a national collective bargaining agreement; or (3) enters into a Project Labor Agreement for a project that is expected to last no more than 90 days. It also does not apply to employers who are participating Local Unions or their affiliated Joint Apprenticeship & Training Funds.
- J. Owner-Operators. The Employer agrees that it will not make any contributions to the Southwest Multi-Craft Health & Welfare Trust Fund on behalf of any owner-operator unless the Employer signs an Owner-Operator Agreement with the Board of Trustees of that Trust Fund.
- K. Safety Incentive Program. The Union and the Employer agree that the Employer's Covered Employees may participate in the Southwest Multi-Craft Fund's Safety Incentive Program and that the Union's associated Joint Apprenticeship & Training Fund is willing to provide the required safety training.

**Article XX**  
**Fringe Benefit Option**

**Section 1.** It is hereby agreed the Union, upon ninety (90) days notice to the Employers, may apply any part or all of said increase to fringe benefits and the wage scale shall be reduced by the amount.

## **Article XXI**

### **Out-of-Area – 50-50**

**Section 1.** The Contractor or Employer to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the contractor's home area.

**Section 2.** The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees, shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure of settlement of grievance set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

## **Article XXII**

### **Check-Off of Administrative Dues**

**Section 1.** The Employer agrees to withhold Administrative Dues from the gross wages earned each pay period for each hour worked by the employee covered hereby and pay said amount to International Union of Painters and Allied Trades District Council 36/Local Union 823 on or before the tenth (10<sup>th</sup>) day of each month for the month which they are withheld. Payments of Administrative Dues by the Employer shall be paid in accordance with the payment of Health and Welfare contributions.

- A. The Union will certify to the Employer the amount to be deducted. The Union shall furnish the Employer authorization forms signed by the employee authorizing the withholding of said dues.
- B. The Union shall furnish all Employers with authorization forms to be signed by those employees who are not hired through the Union office. The Employer shall assume the responsibility of obtaining these signatures. The authorization shall be signed by all employees and presented to the Contractor prior to any deduction being made.

## **Article XXIII**

### **Finishing Industry Labor Management Partnership**

**Section 1.** Commencing as of the effective date of this Agreement, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Finishing Industry Labor Management Partnership Fund for each employee covered by this Agreement, as follows:

- A. For each hour or portion thereof; for which an employee receives pay, the Employer shall make a contribution according to Appendix A to the Fund.
- B. For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- C. Contributions shall be paid on behalf of any employee starting with the employee's first (1<sup>st</sup>) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees and probationary employees.
- D. The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

**Section 2.** The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

**Section 3.** All contributions shall be made at such times and in such manner as the Trustees require. The Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

**Section 4.** If an Employer fails to make contributions to the Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding. The Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no- strike" clause, which may be provided or set forth elsewhere in this Agreement.

## **Article XXIV**

### **Preservation of Work Clause**

**Section 1.** To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture wherein the Employer through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

**Section 2.** All charges of violations of Section I of this Article shall be considered as a dispute and shall be process in accordance with provisions of this Agreement on the handling of grievances and final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example the National Labor Relations Board) channels.

**Section 3.** If after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or Joint Trust Funds.

## **Article XXV**

### **Voluntary Payroll Deduction of Political Contributions**

**Section 1.** Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are Union members in the following form, and to forward all contributions and reports on contributions on or before the twentieth (20<sup>th</sup>) day of each month for the previous work month to “Combined National Fund”, P.O. Box 79128, Baltimore, MD 21279-0128.

#### **Authorization Form for Check-Off Of Political Contributions**

I, hereby authorize my Employer to deduct from my pay the sum of five cents (\$0.05) for each hour worked (or from each regular paycheck \_\_\_\_\_ dollars weekly), as a contribution to the Political Action Together – Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send to the “Combined National Fund” on or before the twentieth (20<sup>th</sup>) day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to “Combined National Fund” and mailed monthly together with the applicable remittance report to the “Combined National Fund”, P.O. Box 79128, Baltimore, MD 21279-0128.

This authorization is signed freely and voluntarily. I understand that the PAT Political Committee is engaged in a joint fund raising effort with the AFL-CIO, and will use the money contributed in that effort to make political contributions and expenditures in connection with Federal, State and Local elections, and that this voluntary authorization may be revoked at any time by notifying my Employer, PAT Political Committee, and District Council 36/Local Union 823 in writing of a desire to do so.

---

Signature

Contributions to PAT – PC are not deductible as charitable contributions for Federal Income Tax purposes.

## **Article XXVI**

### **Grievance Procedure**

**Section 1.** Any dispute arising over the interpretation of this Agreement that cannot be resolved between the Union and the employer within ten (10) working days from the date the dispute arose shall be submitted to arbitration in the following manner:

**Section 2.** Either party may request of the American Arbitration Association or Federal Mediation and Conciliation Service to submit the names of three (3) arbitrators. Upon receipt of the list of the said arbitrators, the Union and the Employer shall meet within two (2) working days select one arbitrator by each group striking one name each and the remaining name shall be the arbitrator selected to arbitrate the dispute. Any decision rendered by said arbitrator shall be final and binding on both parties.

**Section 3.** The method used to determine which party strikes the name of one arbitrator from the list first shall be determined by the flip of a coin.

**Section 4.** Upon selecting an arbitrator, both parties agree to inform the American Arbitration Association within 24 hours from the date the selection was made and request the arbitrator. Any expense incurred by the use of arbitration, shall be equally shared by the Union and the Employer.

## **Article XXVII Jurisdictional Disputes**

**Section 1.** All jurisdictional disputes shall be settled in accordance with the procedures set forth in the rules and regulations adopted by the National Building and Construction Trades Department AFL-CIO for the settlement of jurisdictional disputes in the construction industry as amended from time to time.

## **Article XXVIII Savings Clause**

**Section 1.** If any section or provision of this Agreement is declared invalid, by any court or board having authority, such section or clause shall be stricken from the Agreement and all other sections and clauses of the Agreement shall remain in full force and effect.

## **Article XXIX Successor Clause**

**Section 1.** If this Agreement is signed by the members of the partnership, it shall apply to them and each of them individually. In the event of a merger, consolidation or other legal change whatsoever, with respect to Employer, any obligations hereunder shall be binding upon any assign, successor, legal representative, or lessee of such Employer.

**Section 2.** The undersigned Employer warrants, asserts and agrees that this document is executed by him with full authority to represent and bind any firm, partnership, corporation or association of which he is a partner, officer, representative or member.

## **Article XXX Agreement of the Parties**

**Section 1.** This Agreement shall remain in full force and effect until midnight, December 31, 2026. Upon mutual agreement between the parties, negotiations will be opened for a successor agreement on or about May 1, 2026. Either party desiring to amend or modify the terms of this Agreement shall notify the other in writing at least (60) days immediately prior to January 1, 2026 of its intent. Failure to do so shall result in this Agreement being extended for successive one-year periods until such notice is given in accordance with the above provision.

**Section 2.** This Agreement may be reopened by the parties hereto for the purpose of negotiating wage and fringe increases on April 1, 2024 and on April 1, 2025 for the balance of the Agreements duration. Either party desiring to reopen shall notify the other in writing at least sixty (60) days immediately prior to April 1, 2024 and April 1, 2025.

**PAINTERS AND ALLIED TRADES  
DISTRICT COUNCIL NO. 36  
LOCAL UNION NO. 823**

**EMPLOYER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

### Wages and Fringe Benefits

This Appendix A is attached to and made a part of this Collective Bargaining Agreement.

#### WAGES AND FRINGE BENEFITS:

**Industrial Work** shall apply to any work that is not residential or commercial. It includes surface preparation and application of protective paints, coating and/or linings to processing facilities, structures (steel and concrete) and equipment. Some facilities and structures include but are not limited to: bridges, chemical plants, tanks, water and wastewater treatment facilities, hydrogen plants, chip manufacturing and data facilities, mines, mills, power plants, energy plants, refineries, coal gasification plants, nuclear-related facilities and all steel work incidental thereto including stacks of all descriptions.

|                        | <u>6/1/2023</u> | <u>1/1/25</u>  | <u>1/1/26</u>  |
|------------------------|-----------------|----------------|----------------|
| Industrial Painter     | \$24.00         | \$24.00        | \$24.00        |
| Paper Hanger           | \$24.00         | \$24.00        | \$24.00        |
| <b><u>Fringes:</u></b> |                 |                |                |
| Health & Welfare       | \$4.60          | \$4.60         | \$4.60         |
| Pension                | \$2.00          | \$2.00         | \$2.00         |
| Apprenticeship         | \$0.40          | \$0.40         | \$0.40         |
| LMP                    | <u>\$0.10</u>   | <u>\$0.10</u>  | <u>\$0.10</u>  |
| Total Fringes          | \$7.10          | \$7.10         | \$7.10         |
| <b>Total Package</b>   | <b>\$31.10</b>  | <b>\$31.10</b> | <b>\$31.10</b> |

Industrial Wages and Fringes for Los Alamos County shall be set by the Master Labor Agreement, signed into effect on 11/3/08 with LANS in Los Alamos County. Increases to these wages and fringes shall mirror the dates and increases set forth in the aforementioned Master Labor Agreement.

**Commercial Work** shall apply to all work not covered under Industrial and Residential. Paper Hangers and Drywall Finishers shall be allowed to piecework. Full fringes and dues shall be paid on all piecework. It shall be the responsibility of the signatory Employer to comply with this provision.

|                        | <u>6/1/2023</u> | <u>1/1/25</u> | <u>1/1/26</u> |
|------------------------|-----------------|---------------|---------------|
| Commercial Painter     | \$21.00         | \$21.00       | \$21.00       |
| <b><u>Fringes:</u></b> |                 |               |               |
| Health & Welfare       | \$4.60          | \$4.60        | \$4.60        |
| Pension                | \$1.05          | \$1.05        | \$1.05        |
| Apprenticeship         | \$0.40          | \$0.40        | \$0.40        |
| LMP                    | <u>\$0.10</u>   | <u>\$0.10</u> | <u>\$0.10</u> |
| Total Fringes          | \$6.15          | \$6.15        | \$6.15        |

**Residential Work** New, repaint, and remodel on all family dwellings three stories and under. Hotels and Motels excluded.

|                        | <u>6/1/2023</u> | <u>1/1/25</u>  | <u>1/1/26</u>  |
|------------------------|-----------------|----------------|----------------|
| Residential Painter    | \$19.00         | \$19.00        | \$19.00        |
| Wall Coverer           | \$19.00         | \$19.00        | \$19.00        |
| <b><u>Fringes:</u></b> |                 |                |                |
| Health & Welfare       | \$4.60          | \$4.60         | \$4.60         |
| Pension                | \$1.05          | \$1.05         | \$1.05         |
| Apprenticeship         | \$0.40          | \$0.40         | \$0.40         |
| LMP                    | <u>\$0.10</u>   | <u>\$0.10</u>  | <u>\$0.10</u>  |
| Total Fringes          | \$6.15          | \$6.15         | \$6.15         |
| <b>Total Package</b>   | <b>\$25.15</b>  | <b>\$25.15</b> | <b>\$25.15</b> |

**APPRENTICE WAGES:** All indentured apprentices shall be paid a percentage of Journeyman Wages of the commercial (based on the Journeyman Painter base wage rate) or Industrial Painter classification they are assigned to.

#### **PAINTERS**

|                            |     |
|----------------------------|-----|
| 1 <sup>st</sup> 1000 Hours | 70% |
| 2 <sup>nd</sup> 1000 Hours | 75% |
| 3 <sup>rd</sup> 1000 Hours | 80% |
| 4 <sup>th</sup> 1000 Hours | 85% |
| 5 <sup>th</sup> 1000 Hours | 90% |
| 6 <sup>th</sup> 1000 Hours | 95% |

#### **Industrial Painter Apprentices**

|                       |     | <u>6/1/2023</u> | <u>1/1/25</u> | <u>1/1/26</u> |
|-----------------------|-----|-----------------|---------------|---------------|
| 1 <sup>st</sup> Stage | 70% | \$16.80         | \$16.80       | \$16.80       |
| 2 <sup>nd</sup> Stage | 75% | \$18.00         | \$18.00       | \$18.00       |
| 3 <sup>rd</sup> Stage | 80% | \$19.20         | \$19.20       | \$19.20       |
| 4 <sup>th</sup> Stage | 85% | \$20.40         | \$20.40       | \$20.40       |
| 5 <sup>th</sup> Stage | 90% | \$21.60         | \$21.60       | \$21.60       |
| 6 <sup>th</sup> Stage | 95% | \$22.80         | \$22.80       | \$22.80       |

#### **Commercial Painter Apprentices**

|                       |     | <u>6/1/2023</u> | <u>1/1/25</u> | <u>1/1/26</u> |
|-----------------------|-----|-----------------|---------------|---------------|
| 1 <sup>st</sup> Stage | 70% | \$14.70         | \$14.70       | \$14.70       |
| 2 <sup>nd</sup> Stage | 75% | \$15.75         | \$15.75       | \$15.75       |
| 3 <sup>rd</sup> Stage | 80% | \$16.80         | \$16.80       | \$16.80       |
| 4 <sup>th</sup> Stage | 85% | \$17.85         | \$17.85       | \$17.85       |
| 5 <sup>th</sup> Stage | 90% | \$18.90         | \$18.90       | \$18.90       |
| 6 <sup>th</sup> Stage | 95% | \$19.95         | \$19.95       | \$19.95       |

#### **Residential Painter Apprentices**

|                       |     | <u>6/1/2023</u> | <u>1/1/25</u> | <u>1/1/26</u> |
|-----------------------|-----|-----------------|---------------|---------------|
| 1 <sup>st</sup> Stage | 70% | \$13.30         | \$13.30       | \$13.30       |
| 2 <sup>nd</sup> Stage | 75% | \$14.25         | \$14.25       | \$14.25       |
| 3 <sup>rd</sup> Stage | 80% | \$15.20         | \$15.20       | \$15.20       |
| 4 <sup>th</sup> Stage | 85% | \$16.15         | \$16.15       | \$16.15       |
| 5 <sup>th</sup> Stage | 90% | \$17.10         | \$17.10       | \$17.10       |
| 6 <sup>th</sup> Stage | 95% | \$18.05         | \$18.05       | \$18.05       |

## **APPRENTICE FRINGES:**

### **Employer contributions on behalf of Apprentice Painters:**

| <u>Effective:</u>            | <u>6/1/23</u> | <u>1/1/25</u> | <u>1/1/26</u> |
|------------------------------|---------------|---------------|---------------|
| Health & Welfare             |               |               |               |
| Apprentices                  |               |               |               |
| 0 – 400 hours of employment  | \$0.00        | \$0.00        | \$0.00        |
| Over 400 hours of employment | \$4.60        | \$4.60        | \$4.60        |
| Pension                      | \$0.35        | \$0.35        | \$0.35        |
| Apprenticeship               | \$0.40        | \$0.40        | \$0.40        |
| LMP                          | \$0.10        | \$0.10        | \$0.10        |

### **Employee Deductions:**

#### Administrative Dues Check-off

4.25% of gross wages or as specified in the Local Union Bylaws

Effective 01/01/26 will increase to 4.60% of gross wages or as specified in the Local Union Bylaws

#### International Administrative Dues

Effective 06/01/25: twenty-five cents (\$0.25) post-tax deduction per hour

Effective 01/01/26: thirty-five cents (\$0.35) post-tax deduction per hour

Reporting for the above contributions shall be furnished by the appropriate trusts.

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