



**DISTRICT COUNCIL 36
NEW MEXICO AREA
MASTER DRYWALL AGREEMENT**

BETWEEN

AND

DISTRICT COUNCIL 36

January 1, 2025 to May 31, 2028

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AGREEMENT

This Agreement entered into this first (1st) day of January, 2025, by and between the District Council 36 hereinafter referred to as the "UNION" and Advanced Technology Group as the collective bargaining representatives for all employees covered hereby, and the Painting & Drywall and other contractors who agree to be bound by the terms of this Agreement by attaching their signature hereto. All contractors referred to above shall hereinafter be referred to as the "EMPLOYER".

DEFINITIONS

"Union" as hereinafter referred to shall mean the District Council 36.

"Employee" as hereinafter referred to shall mean any person who performs any work covered under the terms and conditions of this Agreement, including apprentices, journeymen, 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.

WITNESSETH

That for and in consideration of harmonious relations between the parties above referred to and the public and the 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 I **Recognition**

Section 1. The Employer recognizes, acknowledges, and agrees that the 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 classifications of work: Drywall Finisher/Taper and Painter and similar or related classifications of work.

Section 2. The Union recognizes, acknowledges and agrees that the Individual Contractors signed hereto, are the Bargaining Agents for the Individual Contractors.

ARTICLE II

Work Jurisdiction

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, bedding and texturing, 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 operation, 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 transport of same.

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

ARTICLE III

Preservation of Work

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 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the 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 the Agreement requires 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 the 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 IV

Arbitration and Grievance Procedure

Section 1. In the event that a dispute, grievance, or a difference of opinion or interpretation of this Agreement occurs, the following procedure shall be followed: (A grievance is defined as a violation of the terms or conditions of this Agreement.)

(a). STEP 1: Within fourteen (14) working days, excluding weekends or holidays, after the first occurrence of the action of the offending party, or other situation or condition giving rise to the issue, the aggrieved party or parties shall personally present the issue to their immediate supervisor, or company designated labor relations person, or appropriate representative.

(b) STEP 2: If no settlement satisfactory to the issue(s) is reached within three (3) working days, a representative of the Union shall be notified by the member and will present the issue in writing to the Contractor within five (5) working days in the case of an employee complaint. The Contractor shall attempt to resolve the issue within five (5) working days. In the case where the Contractor is the complainant the issue shall be presented to the Union in a like manner and the Union shall attempt to resolve the issue within five (5) working days.

(c) STEP 3: In the event that a dispute or grievance occurred and is based on a difference in opinion or interpretation of the terms and conditions of this Agreement, then the matter shall be reduced to writing and submitted to the Joint Labor-Management Board. The Joint Labor-Management Board shall meet within fourteen (14) working days, (*weekends and holidays excluded) after receiving such written report and shall issue a ruling of interpretation, in writing within five (5) working days, which shall be final and binding upon all parties involved. The Joint Labor-Management Board shall consist of an equal number of representatives for each side of not less than two (2) and not more than three (3) appointed by each side. No party with a direct involvement in the grievance being heard shall be seated on the Joint Labor Management Board for that particular grievance. In the event that the Joint Labor Management Board fails to render a ruling of interpretation then the matter shall be processed only by recourse to the following steps.

(d) STEP 4: If a settlement satisfactory to the issue(s) is not reached by the Joint Labor Management Board within five (5) working days, the issue(s) shall be referred within five (5) additional working days by the grieving party by written certified letter to the local Federal Mediation and Conciliation Service office requesting the appointment of a mediator, such letter to be mailed with a copy to the defendant. The mediator shall call a hearing within ten (10) working days to be attended by the Contractor and the Union representatives. If resolution is reached at this step, it shall be reduced to writing by the parties.

(e) STEP 5: If settlement satisfactory to the issue(s) is not reached at the Mediator hearing; the issue(s) shall be referred within five (5) additional days by the grieving party by written certified letter to the Federal Mediation and conciliation Service, Washington D.C., requesting a list of seven (7) arbitrators, such letter to be mailed with a copy to the other party. The outside Arbitrator shall be selected from the list by the Contractor and the Union alternately striking a name from the list until only one name remains. The method used to determine which party strikes the name of one (1) arbitrator from the list first shall be determined by the flip of a coin. The Arbitrator shall hold a hearing and render a decision as promptly as possible. The decision of the Arbitrator shall be final and binding upon all parties.

Section 2. The parties to this Agreement may agree upon a permanent outside Arbitrator.

Section 3. The Joint Labor Management Board and/or the arbitrator shall have no authority to change, amend, modify, detract from, or add to the provisions of this Agreement, but shall have the authority only to apply clear and specific provision(s) of the Agreement in reaching a decision.

Section 4. The failure of the Union or Contractor to process the grievance in a timely manner shall settle the grievance on the basis of the last Union or Contractor response.

Section 5. The Arbitrator's fee and expense shall be shared by the parties. The parties shall be responsible for their own other cost, reimbursements, witnesses, expenses and fees.

Section 6. Time limits referred to in this Article shall be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

Section 7. Grievance and Arbitration of Statutory and Common Law Claims: The Union and Contractor agree to comply with all State, Federal, and local labor and employment laws, including, but not limited to anti-discrimination and wage and hour laws. Any violation of this commitment shall be subject to the grievance and arbitration provisions of this Agreement and shall be subject to final and binding arbitration as provided for in this Article.

The Union, as the exclusive representative on behalf of the employees covered by this Agreement, agrees that all claims of employees covered by this Agreement against the Employer arising out of or in any way connected with the employees' employment with the Contractor or termination of employment shall be arbitrated in final and binding arbitration pursuant to the grievance and arbitration provisions of this Article. Similarly, the Contractor agrees that any claims it may have against employees, or the Union covered by this Agreement arising out of or in any way connected with the employees' employment with the Employer or termination of employment shall be arbitrated in final and binding arbitration pursuant to the grievance and arbitration provisions of this Article.

Such claims include, but are not limited to claims under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, Arizona Revised Statutes, Federal, State or Local anti-discrimination laws; any actual or potential claims arising under any federal, state, or local laws or statutes not specifically identified herein; any actual or potential claims for wrongful termination, constructive discharge, breach of contract, breach of the covenant of good faith and fair dealing, tort, intentional and/or negligent infliction of emotional distress, intentional and/or negligent misrepresentation, negligent supervision, defamation, fraud, employment discrimination or harassment, physical injuries, personal injuries, economic damages, loss of consortium, punitive damages, wages, overtime, meal or rest period violations, severance pay, expenses, expense reimbursements, stocks, stock options, bonus, sick leave, holiday pay, vacation pay, life insurance, health and medical insurance, or any other fringe benefit; and any other claim based upon any act or omission of the Contractor, Union, or employees covered by this Agreement.

Nothing in this provision shall prevent an employee or the Union from filing a claim with the National Labor Relations Board, the Equal Employment Opportunity Commission, or any other State or Federal agency. Nothing in this provision shall prevent an employee from filing a claim for workers' compensation or unemployment insurance benefits.

The Union, as the exclusive representative of the employees covered by this Agreement, hereby clearly and unequivocally waives the employees' rights to file a civil action rather than arbitrate regarding all disputes encompassed by this provision. This provision shall be interpreted as broadly as allowed by applicable law under the U.S. Supreme Court's decision in *14 Penn Plaza v. Pyett*, 556 U.S., 173 L.Ed.2d 398, 416-419 (2009) and the Federal Arbitration Act." as a new section at the end of Article IV.

ARTICLE V

Sub-Contractors

For all work coming under the Drywall Finishing Jurisdiction of this agreement, the Employer shall not contract out, subcontract, or outsource work to be done at the site of construction, alteration, or repair of a building or structure of other work unless the Employer or person who will perform such work is a party to a Collective Bargaining Agreement with this Union or another Union affiliated with the IUPAT without prior written approval from the Union. Should the Employer need to subcontract out painting work, the Employer will make a concerted effort to secure a project agreement from the contractor he subcontracts said work to.

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 VI

Working Conditions

It shall not be a violation of this Agreement on the Union's part for any employee to refuse to work behind any lawful picket line established by another labor organization.

Section 1. 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 2. The Employer shall furnish all equipment and tools other than those noted herein.

- A. Employees shall furnish screwdriver, putty knife, broad knife, hammer, duster, pliers, and hardhats. Drywall Finishers shall be required to have a set of hand finishing tools, to include a mud pan, 6", 8" and 10" knives, and stilts. Stilts shall be in a safe operating condition and the Employer shall have the right to inspect them. Maintenance of stilts shall be the responsibility of the employee. All employees shall have a company approved hardhat with them at all times. All employees shall use safety toed shoes at all times on the job site.

Section 3. 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.

- A. 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. Delinquency in the payment of wages shall be determined by the Union in accordance with the provisions contained elsewhere in this Agreement for the payment of wages.

ARTICLE VII

Area Jurisdiction

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

ARTICLE VIII

Employment Provisions

Section 1. It is agreed that all workmen covered hereby shall become a member of the Union after the seventh (7th) 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. Employer for the intent of this Article shall include all contractors signatory hereto including any multi-Employer unit. It is also agreed that any IUPAT member employees brought in from other locations or hired locally from any other source other than Local 823 shall be sent to IUPAT Local 823's office to sign a referral form prior to starting work unless other arrangements have been made and agreed to by Local 823.

- A. Good standing, for the intent of the above Article VIII Section (1), 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.

Section 2. In the employment of workmen for all work covered by this Agreement, the following provisions shall 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 an 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.

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, and job location, by whom requested, and signed by the Business Representative or his representative.

With two (2) weeks written notice to the Local of needed manpower, if there is not sufficient manpower available for the requisition, the District Council will assign staff from the Council into the Local to assist in recruiting the manpower that will be needed by the employer.

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 Section 1 of this Article, unless Section 1 requirements are specifically but temporarily waived in writing by DC 36 Local 823.

Upon request by the Employer for workmen to the Union, in the event no employees are available at the time of request, the forty-eight (48) hours shall not apply.

Each employee shall be furnished a termination slip at the time of lay-off or discharge.

Section 3. Each applicant for employment shall be required to re-register on the referral list every thirty (30) days so said list may be kept current with available workmen.

Section 4. 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 requirement.
- B. The Employer retains the right to reject any 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. 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 VIII Section 1 of this agreement.
- D. 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 VIII Section 1 of this Agreement.
- E. Any registrant who refuses a job call without just cause shall have their name placed at the bottom of the referral list.
- F. The Union and each contractor signatory to this Agreement shall post in places where notice to all employees and applicants for employment are customarily posted all provisions relating to the functioning of the hiring provisions of this Agreement.
- G. No applicant for employment shall be discriminated against for reasons of race, color, sex, age or national origin.
- H. The Union recognizes that the Employer shall have the right to institute, maintain and require observance of a fair Drug and Alcohol Policy. Employees can be discharged for refusing to submit to drug-screening, drinking on the job, drunkenness, dishonesty or for any unlawful activity which affects the employee's performance on the job.
- I. The parties to this Agreement recognize the need to provide and maintain a drug and alcohol free workplace. Each party agrees that it will comply with any customer mandated substance abuse program. Further, all employees shall be bound, as a condition of employment, by the rules and provisions of any such substance abuse program, which may include the following types of testing: pre-employment, reasonable suspicion, post-incident and random.
- J. All such substance abuse programs, rules, or regulations shall be submitted to the Union for review and approval prior to implementation by the employer. The Union shall not arbitrarily withhold approval of any such program or provisions.
- K. When the Union refers, an employee to an employer, which has a drug-screening program, in effect, the Union will notify the employee that he will be required to take a drug test before starting to work.

ARTICLE IX

50/50 and Out of Area

The contractor or Employer party to this Agreement when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall request dispatches for not less than fifty percent (50%) of the men 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.

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 grievance set forth therein; provided however, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to the Agreement and who are brought into the outside jurisdiction, such employee shall be entitled to receive the wages effective in either the home or outside jurisdiction, whichever are most favorable to such employees, and fringe benefit contributions on behalf of such employees for Pension, Annuity, and Health and Welfare, shall be made solely to their home funds in accordance with their governing documents. Working Dues deductions and Training Fund contributions shall be paid to the appropriate trusts of the Local Union having jurisdiction over the project. 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 grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is 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 X

Shops and Job Stewards

Section 1. It shall be the function of the Union to establish a steward 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 in case of lay-off.

- A. 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 such violations on the job site. In the event 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 4. The Union Business Manager or his representative shall be allowed to visit all jobs covered by this Agreement.

ARTICLE XI

Finishing Trades Institute of District Council 36

Section 1. There is hereby established an apprenticeship training program to be administered by the Finishing Trades Institute of District Council 36 (FTI of DC36) Committee consisting of three (3) members 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 FTI of DC36 Committee shall establish a Trust to maintain and administer any and all contributions called for elsewhere in this Agreement and paid to the FTI of DC36.
- B. The FTI of DC36 Committee shall adopt standards of training for this industry in conjunction with the New Mexico State Apprenticeship Bureau and the U.S. Department of Labor, Bureau of Apprenticeship and Training.

It shall be the duty of the FTI of DC36 Committee to obtain and supervise an Apprenticeship Coordinator and Instruction and to draft standards governing the functions of the Committee.

- C. Any such Standards of Apprenticeship adopted by the FTI of DC36 Committee shall become a part hereto as though expressly written herein. Each Employer and apprentice shall be furnished a copy of said standards.

It is intent of the Employers and the Union signatory hereto to establish non-discriminatory Apprenticeship training program to train qualified people to become mechanics of the trades hereby.

- D. **Apprenticeship Ratio for Each Shop:** 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) apprentice may be employed, excluding public works, for which job ratio shall not exceed shop ratio.

- E. Any Employer having five (5) or more journeymen must employ at least one (1) apprentice.
- F. 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 a fourth (4th) step apprentice to be able to obtain additional knowledge.

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

- G. 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 contribute the amount specified on Appendix A per hour for each hour worked by each employee covered hereby to the Finishing Trades Institute of District Council 36, from which ten cents (\$0.10) shall be remitted to the International Union of Painters and Allied Trades Finishing Trades

Institute (IUPAT-FTI) at such regular periods of time and in the manner and form as shall be determined by the Trustees of the FTI from time to time.

International Union of Painters and Allied Trades Finishing Trades Institute of District Council 36 Committee shall assume the responsibility for remitting said ten cents (\$0.10) to the IUPAT-FTI.

- H. 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.
- I. Contributions shall be paid on behalf of any employee starting with the employee's first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeymen, and probationary employees.
- J. The payments to the Apprenticeship Fund required above shall be made to FTI of District Council 36 Training Fund. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust as though they had actually signed the same.
- K. The payments to the Apprenticeship Fund required in Paragraph G above shall be made to the International Union of Painters and Allied and Allied Trades Joint Apprenticeship and Training Fund, which was established under an Agreement and Declaration of Trust dated May 1, 1995. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as though he had actually signed same.

Section 2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Union of Painters and Allied Trades Joint Apprenticeship 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 Joint Apprenticeship Training Fund, such Trustees as are now serving, or who will in the future serve, a 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 International Fund pursuant to the Said Agreement and Declaration of Trust.

Section 4. 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 5. If an Employer fails to make contributions to the FTI 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 the costs for collecting the payments due, together with attorney's fees and such penalties as may be assessed by the Trustees. The Employers' 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.

Section 6. 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 Funds as a deduction for income tax purposes.

Section 7. Contributions by the Employer to the above named Fund shall be made on or before the fifteenth (15th) day of the month following the month for which they are due.

Section 8. The Agreement and Declaration of Trust established by FTI of District Council 36 Committee 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 XII

Finishing Industry Labor Management Partnership Fund

Section 1. Commencing as of February 1, 2020 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 as specified in 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 (1st) 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 such manner as the Trustees require and 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, and the Employer shall be liable for all costs of collection to 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 XIII

Hours of Work

Section 1. 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 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 work days. 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. Two 4-10 hour shifts may be worked by two separate crews concurrently on the same project, (i.e.) first crew works Monday through Thursday. Second crew works Tuesday through Friday. Overtime rates as applicable shall apply to all time worked in excess of ten (10) hours per day, forty (40) hours per week, Sundays, and Holidays. Starting and quitting times, once established for a project, shall be uniform and consistently applied for all signatory trades.
- C. The last five (5) minutes before the accepted lunch period and the five (5) minutes prior to the end of a shift shall be allowed the employee for personal clean-up.
- D. At the discretion of the Employer, 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. A holiday shall not be considered a "missed day" for purposes of this Agreement. If a new employee starts working during the middle of the week, and more than half the individuals working Saturday are being paid time and one half (1½), then the hours worked, by the recently employed individual, on Saturday of that week shall be paid at the overtime rate of time and one half (1½).

Section 2. **Overtime and Holidays:**

- A. Overtime at the rate of one and one-half (1½) times the regular wage scale shall be paid for all work in excess of forty (40) hours for any one workweek, subject to Article XIII Section 1(a & b). Overtime at the rate of double (2) time the regular wage scales shall be paid for Sundays and Holidays.
- B. All Overtime will be on a voluntary basis and no employee shall be compelled to do so against their wishes.
- C. Holidays observed by this Agreement are: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
- D. No work shall be performed on Labor Day.
- E. In the event the above named holidays are changed by legislation, dates designated by such legislation shall be observed.

ARTICLE XIV
Zones, Wages, Classifications, Work Description,
Dates Applicable and Employer Contributions

Section 1. Regardless of form of payment, when paying wages, the Employer shall furnish the employee a document detailing amounts, segregating the overtime hours, straight time hours, list ***and identify*** each deduction.

Section 2. The following wage rates, wage increases and contributions in addition thereto shall become effective with an Employer's first payroll period following the date applicable.

Section 3. General Foreman: General Foreman shall receive three dollars (\$3.00) per hour above the highest classifications of working journeyman he is supervising.

General Foreman shall not work with the tools of the trade intermittently while being classified as a General Foreman except in an instructional capacity.

Section 4. Foreman: On all jobs employing five (5) or more, one (1) qualified man shall be designated working foreman and shall receive two dollars (\$2.00) per hour above the Journeyman Drywall Finisher Classification.

Section 5. Entry Level Journeyman: Any Journeyman dispatched by the Union from the referral list who is new to the Employer and new to the IUPAT shall be considered an Entry Level Journeyman ("ELJ") and shall serve a 400 hour probationary period and receive wages and benefits as specified herein. If after the 400 hour probationary period, if the Employer determines the employee is not qualified to receive full journeyman wages called for in this Agreement, the employee shall have the option of being placed in the Apprenticeship program at the appropriate step.

Section 6. The following subsistence zones shall apply, all zones will be measured from the Albuquerque City Hall.

Expense Allowances per day worked shall be as follows:

Mile 0 to 70	Free Zone
Mile 71 to 100	\$30.00
Mile 101 and above	\$80.00

Special Provision for Santa Fe/Albuquerque: Employees who travel to Santa Fe from Albuquerque or to Albuquerque from Santa Fe will be paid thirty dollars (\$30.00) per day or other mutually agreed upon lodging or transportation.

An area within a fifty (50) mile radius of the address where an employee permanently resides, outside of Albuquerque/Santa Fe, at the time of hire shall fall under the "Free Zone" listed above.

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.

The parties agree to encourage the establishment of (a pool) pools of well trained Drywall Finishers in residence of all areas sufficient to man the normally anticipated work load for such areas. The parties stipulate that the payment of Per Diem should be discouraged except when a project is remote or Drywall

Finishers in excess of the resident pool are required to man a project. Under such circumstances the following criteria shall apply:

- A. For the purpose of applying Per Diem under this Section, the main post office of Albuquerque, or the employee's home, whichever is closer, shall be used as basing points in computing the mileage.
- B. Employee's sent to work on projects more than sixty (60) miles over the most direct regularly traveled route from Albuquerque or employee's home provided above, shall be paid per diem. The current State of New Mexico Official Highway Map shall be the reference for routes and distances.

The Employer agrees to provide the affected Drywall Finishers and Apprentices a minimum of forty-eight (48) hours notice prior to making out-of-town overnight work assignments. As a safety consideration, no employee shall be assigned to work without a minimum of one other person on the job site at all times.

Section 7. Conditions of Continued Employment Effective October 1, 2004: As a condition of employment and continued employment all Journey Level Workers must have satisfactorily completed the following training:

- Ten (10) Hour OSHA Construction Class – within every five (5) 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.
- Stilt Training

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. Entry Level Journeymen shall satisfy their initial training requirements within the 400-hour probationary period.

Starting January 1, 2025, all Journeymen will be able to operate Ames tools. Journeymen unable to run Ames tools will have 6 months to get current from the date of employment or date of induction into the Union.

Section 8. All Industrial Work wages for the employees covered under this Agreement are listed in Appendix A – Wages & Fringe Benefits, which is attached.

Section 9. All Commercial Work wages for the employees covered under this Agreement are listed in Appendix A – Wages & Fringe Benefits, which is attached.

Section 10. All Special Provisions for light Commercial – Residential – Private Works Projects for the employees covered under this agreement are listed in Appendix A – Wages & Fringe Benefits, which is attached.

Section 11. All Apprentices Wages for the employees covered under this Agreement are listed in Appendix A – Wages & Fringe Benefits, which is attached.

Section 12. All Fringes for the employees covered under this Agreement are listed in Appendix A – Wages & Fringe Benefits, which is attached.

Section 13. All Public Works/Davis-Bacon Jobs wages for the employees covered under this agreement are listed in Appendix A – Wages & Fringes Benefits, which is attached.

Section 14. Targeted Jobs:

Relief may be granted to signatory contractors on any job with open shop competition. On such “Targeted Jobs” the contractor shall notify the union, in writing, of any special terms and conditions requested for the targeted job. It shall be the duty of the union to determine if relief shall be granted, when a request to target a job is received. If the union determines that relief shall be granted on a job, the union shall notify all signatory contractors of the specific terms and conditions that will be offered on these targeted jobs as quickly as possible to allow the contractor enough time to submit a bid accordingly.

Terms and conditions shall never be lower than the Light Commercial/Tenant Development/Residential wage and fringe rates as set forth in this Agreement.

Section 15. Pay Periods: Employees shall receive a paycheck at least once every week. No more than (1) week’s pay may be held back on each pay period.

- A. Out of Area Employer shall in lieu of checks, have the right to deliver pay to the employees by either Direct Deposit or a Pay Card that provides at least one withdrawal per pay period with no cost or fee assessment. 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:
- B. 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 enforcement of this Section, including but not limited to court costs and attorney fees.
- C. 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 16. Show-Up Time: An employee who is requested to report to work by an Employer and is not put to work shall receive three (3) hours pay outside of the ABQ/SF metro area and one (1) hour pay in the ABQ/SF metro area excluding acts of God, accidents, or conditions beyond the control of the employer. Employer agrees to take reasonable steps to seek payment of show up time for employees so affected from the, if any, such responsible party.

- A. Where an employee starts a shift and works less than three (3) hours, he shall receive three (3) hours pay.
- B. Any employee who is discharged for just cause or voluntarily quits shall receive pay for actual time spent in the job. Any employee who is discharged or voluntarily quits shall be paid in full for time worked on the next regular payroll. Failure on the Employer's part to comply shall result in the employee being paid his/her regular scale of wages for total time spent waiting for his/her paycheck.
- C. An employee shall, within forty-eight (48) hours, report any shortages in wages to the Employer, weekends and Holidays excluded. If the issue is not resolved within 3 working

days the member shall notify the Union to initiate the grievance process.

Section 17. Administrative Dues Check – Off: The Employer agrees to withhold Administrative Dues from the gross wages earned each pay period for each hour worked by the employee covered hereby and pay said amount to District Council 36/Local Union 823 on or before the fifteenth (15th) day of each month for the month which they are withheld. Payments of Administrative Dues by the Employer shall be in accordance with the payment of Health and Welfare contributions. The Union will certify to the Employer the amount to be deducted. The Union shall furnish the Employer authorization forms signed by the employee authorizing the withholding of said dues. The Union shall furnish all Employers with authorization forms to be signed by those employees who are not hired through the Union office. The Employer shall assume the responsibility of obtaining these signatures. The authorization shall be signed by all employees and presented to the Contractor prior to any deductions being made.

Section 18. Fringe Benefits: Health and Welfare and Pension:

A. SOUTHWEST MULTI-CRAFT HEALTH AND WELFARE TRUST FUND

The parties agree that the Employer will make contributions into the Southwest Multi-Craft Health and Welfare Trust Fund on the following conditions:

- a. **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.
- b. **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.
- c. **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:

\$4.60 per hour for work performed on and after January 1, 2025

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. In the event "such other amounts" in excess of the amounts noted in the above scheduled increases are established by the trustees, the Employer and the Union agree to meet to determine whether all or a portion of "such other amounts" shall be funded as a deduction from the agreed to wage package or an

additional contribution from the employer.

- d. **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 15th 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 15th 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. The Employer agrees that if the Southwest Multi-Craft Health and Welfare Trust Fund Trustees mandate that the reports and payments be in by the 12th of each month instead, the Employer shall comply with the new mandated date.
- e. **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.
- f. **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. 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.
- g. **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.
- h. **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
- i. Training Fund is willing to provide the required safety training.

If the parties do not agree that the Employer's Covered Employees will participate in the Southwest Multi-Craft Fund's Safety Incentive Program, either party may check here and they will NOT PARTICIPATE: _____.

B. **Pension:** The only Agreement between the Employers and Union parties to this Agreement regarding pensions or retirement for Employees covered by this Agreement is as follow:

- a. Commencing with the effective date of this Agreement and for the duration of Agreement, and any renewals of extensions thereof, the Employer agrees to make payments to the IUPAT Union and Industry National Pension Fund and the IUPAT Industry Annuity Plan for each Employee covered by this Agreement as follows:
- b. For each hour or portion thereof, for which an Employee receives pay, the Employer shall make a contribution to the above-mentioned funds in accordance with the contribution schedule.
- c. 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
- d. Contributions shall be paid on behalf of any employee starting with the employee's first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices and probationary employees unless excluded elsewhere in this Agreement.
- e. The payments to the Pension Fund and Annuity Fund required above shall be made to the "IUPAT Union and Industry National Pension Fund," which was established under an Agreement and Declaration of trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust as though he had actually signed the same.
- f. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now representatives on the Board of Trustees as are now serving, or will in the future server, as Employer Trustees together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to said Agreement and Declaration of Trust.
- g. All contributions to the above Pension Fund shall be made on or before the fifteenth (15th) day of the month for which they are due. 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 Pension Fund.
- h. If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by this Agreement, 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, 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 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.

- i. The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
 - j. On January 14, 2022, the Pension Fund elected to enter “Red Zone” status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed “alternate schedules” of contributions and benefits or to accept the Rehabilitation Plan’s Default Schedule. The parties to this Agreement hereby elect “Alternate Schedule 2” and adopt the following required increases to hourly Pension Fund contributions:
 1. Effective January 1, 2023, there shall be an increase of 12% above the existing hourly pension contribution rate.
 2. Effective January 1, 2024, there shall be an increase of 8% above the existing hourly pension contribution rate.
- C. **Fringe Option:** 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 XV

Jurisdictional Disputes

1. In the event that a jurisdictional dispute occurs the parties agree that the Union and the Contractor will (Step 1) meet to find a mutual resolution. If no resolution can be reached the parties within three days of initial meeting agree to (Step 2) mediation with an independent Mediator for no more than 2 days. Cost of Mediation will be equally borne by the parties. Each party shall be solely responsible for all their own legal costs. If no resolution is reached through the mediation, the parties agree to proceed to Arbitration as noted in Section 2 of this article.
2. 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 XVI

Partnership-Mergers-Authority to Execute

If this Agreement is signed by 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.

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 XVII

Savings

If any Article or Section of this Agreement is declared invalid by any court or board having authority, such Article or Section shall be stricken from the Agreement and all other Articles and Sections of the Agreement shall remain in full force and effect.

ARTICLE XVIII

No Strike – No Lockout

During the life of this Agreement, there shall be no stoppage of work, strikes or lockouts; however, employees covered by this Agreement shall have the right to respect any legal primary picker 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.

The Employer shall have the sole and exclusive right to manage the work 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 who refuses to perform any service, work or labor when required to do so by the Employer.

Notwithstanding any other provision of this Agreement and in particular, any no strike clause that may be contained herein, the Union shall with 10 days prior written notice to the employer be free to strike or engage in other lawful, primary, economic action over any dispute between the parties involving wages and fringe benefits. Employer's right to Lockout shall also require 10 days prior written notice to the Union prior to commencing any such activities.

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 XIX

Favored Nations

If the Union enters into, renews or amends any Agreement with any Employer doing work in the geographical area covered by this Agreement, which contains or allows any terms and conditions different from the terms and conditions of this Agreement, then the Employer may, at its option, adopt that different Agreement, in its entirety, by written notification to the Union. From the date of receipt of said notification by the Union, this Agreement shall be deemed amended accordingly. This article will exclude project agreements where such project agreements are offered to all Signatory Employers on an equal basis. This Article will not apply to the Grandfathering of the terms and conditions of jobs, for new signatory contractors, which were bid prior to their becoming signatory to this Agreement.

ARTICLE XX

National Guard and Reserves

The Employer shall recognize and abide by the Laws set forth in the Uniformed Services Employment and Re-employment Rights Act (USERRA) Title 38 U.S.C. Chapter 43.

ARTICLE XXI

Opening, Termination, and Renewal

This Agreement shall remain in full force and effect until May 31, 2028.

Negotiations for wages and fringes for 2028 shall begin no later than sixty (60) days immediately prior to May 1, 2027. Either party desiring to terminate or change the terms of this Agreement on June 1, 2028 shall notify the other in writing at least sixty (60) days immediately prior to May 31, 2028 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. If the parties come to an impasse, the parties agree to request a mediator from the Federal Mediation and Conciliation Services to help resolve the issues of the negotiations that are at impasse. If after mediation the parties are still at impasse on the agreement then the arbitration step of the grievance procedure will be followed.

The wage rates in effect when the Employer bids a job shall remain at that rate for the duration of the job. The negotiated fringe package shall apply in all cases. The Employer will provide the Union with a list of jobs every thirty (30) days listing the bid date and applicable wages for those jobs.

Upon mutual written agreement by both parties, this Agreement can be opened for modification of the wages and fringes to assist the Employer in securing work during an economic downturn.

NEW MEXICO AREA
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DISTRICT COUNCIL 36

AND

January 1, 2025 to May 31, 2028

FOR THE UNION:

District Council 36
1155 Corporate Center Dr.
Monterey Park, CA 91754
626-584-9925
626-584-1949 Fax

FOR THE COMPANY:

For the Union

Date

For the Company

Date

APPENDIX A

Wages and Fringe Benefits

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

The Union shall provide the employer with an Annual Wage sheet updated with all allocations including line items for Wages, Benefits and deductions no less than 30 days prior to implementation.

Industrial Work -shall apply to mines, mills, power plants, energy plants, refineries, coal gasification plants, nuclear related facilities and all steel work incidental thereto including stacks of all descriptions.

INDUSTRIAL DRYWALL FINISHER WAGES:

JOURNEYMAN SCALE	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>	<u>01/01/28</u>
Foreman	\$32.51	*TBD	*TBD	**TBN
Journeyman Drywall Finisher	\$30.51	*TBD	*TBD	**TBN
Entry-Level Journeyman Finisher	\$26.77	*TBD	*TBD	**TBN

Commercial Work - shall apply to all work not covered under Industrial and Light Commercial/Residential.

Drywall Finishers - shall be allowed to piecework, providing they shall not make less than the Light Commercial Wage per hour for every hour worked. Full fringes and dues shall be paid on all piecework. It shall be the responsibility of the signatory Employer to comply with this provision.

COMMERCIAL DRYWALL FINISHER WAGES:

JOURNEYMAN SCALE	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>	<u>01/01/28</u>
Foreman	\$31.60	*TBD	*TBD	**TBN
Journeyman Drywall Finisher	\$29.60	*TBD	*TBD	**TBN
Entry-Level Journeyman Finisher	\$25.94	*TBD	*TBD	**TBN

Special Provisions for light Commercial – Residential – Private Works Projects:

All structures up to 60,000 square feet shall be eligible under this special provision: The Base Wage Rates shall be set at eighty-six percent (86%) of the Commercial Rates.

LIGHT COMMERCIAL/RESIDENTIAL/PRIVATE WORKS WAGES:

JOURNEYMAN SCALE	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>	<u>01/01/28</u>
Foreman	\$27.99	*TBD	*TBD	**TBN
Journeyman Drywall Finisher	\$25.99	*TBD	*TBD	**TBN

Entry-Level Journeyman Finisher \$22.67 *TBD *TBD **TBN

The above wages shall be in addition to any fringe payments called for in this Agreement.

APPRENTICES WAGES

Drywall apprentices shall receive a percentage of the Journeyman Drywall Finisher Classification. Upon completion of the Drywall Finisher Apprenticeship Program, the graduating apprentices will step to the Journeyman Drywall Finisher classification.

DRYWALL INDUSTRIAL COMMERCIAL AND RESIDENTIAL

1 st six (6) months/1000 Hours	50%	3 rd six (6) months/1000 Hours	75%
2 nd six (6) months/1000 Hours	60%	4 th six (6) months/1000 Hours	85%

FRINGES

Employer Fringe Contributions:

It understood and agreed by the parties that any future increases required to maintain health and welfare benefits during the term of this Agreement will be derived from the Base Wage Rate.

Employer Contributions Except on behalf of Entry Level Journeymen and Apprentices:

Effective:	01/01/25	01/01/26	01/01/27	01/01/28
Apprenticeship	\$ 0.40	*TBD	*TBD	**TBN
Health and Welfare	\$ 4.60	*TBD	*TBD	**TBN
Pension	\$ 4.53	*TBD	*TBD	**TBN
Annuity	\$ 0.00	*TBD	*TBD	**TBN
LMP	\$ 0.10	*TBD	*TBD	**TBN

Employer Contributions for Entry Level Journeymen and Apprentices:

Effective:	01/01/25	01/01/26	01/01/27	01/01/28
Apprenticeship	\$ 0.40	*TBD	*TBD	**TBN
Health and Welfare				
0 to 400 Hours of Employment	\$ 0.00	*TBD	*TBD	**TBN
Over 400 Hours of Employment	\$ 4.60	*TBD	*TBD	**TBN
Pension				
APPRENTICES:	\$ 0.50	*TBD	*TBD	**TBN
ENTRY LEVEL JOURNEYMEN:				
0 to 400 Hours of Employment	\$ 0.50	*TBD	*TBD	**TBN
Annuity	\$ 0.00	*TBD	*TBD	**TBN
LMP	\$ 0.10	*TBD	*TBD	**TBN

Total Package Increases:

2025 – 7% total package increase - \$2.63(I), \$2.57(C), \$2.33(LC/R)

2026 – 6% total package increase - \$2.41(I), \$2.35(C), \$2.14(LC/R)

2027 – 4% total package increase – 1.70(I), \$1.66(C), \$1.51(LC/R)

* TBD – to be determined after fringe allocations

**2028 – To be negotiated (TBN) in 2027

Employee Deductions

International Admin Dues

Effective 06/01/22- Ten cents (\$ 0.10) post-tax deduction per hour

Admin Dues Check-Off - 4.25% of gross wages or as specified in the Local Union Bylaws

Vacation Fund:

The signatory parties agree that a Vacation Fund will be added as an addendum to this Agreement at a later date, to be financed from yearly increases, if the employees decide that they want a Vacation Fund.

Public Works/Davis-Bacon Jobs:

On all public works jobs the wage decision issued for such work shall prevail for that job. However, the payment of full fringes as called for in this Agreement shall be paid for that project. If the pre-determined hourly wage rate is lower than the negotiated rate in this contract by more than ten percent (10%), the negotiated rate less ten percent (10%) shall apply to all work performed on the job or project for the duration of the job or project. If the pre-determined wage rate is less than the negotiated wage rate and the contractor intends to implement this clause, it is the Employer's duty to advise the affected employees prior to beginning work on any job or project.