

**SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
AND AFFILIATED LOCAL UNIONS
OF THE
UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF
AMERICA
AND
COLORADO INDEPENDENT COLLECTIVE
BARGAINING AGREEMENT
COVERING THE DRYWALL, CEILING
AND
INTERIOR SYSTEMS INDUSTRY**



JULY 1, 2018 THROUGH JUNE 30, 2021

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**ARTICLE 1
PARTIES TO AGREEMENT**

This Agreement by and between _____ hereinafter referred to as the Employer, and the Southwest Regional Council of Carpenters, hereinafter referred to as the Union, shall be binding on parties for the period of time set forth in Article 21.

**ARTICLE 2
TERRITORIAL JURISDICTION**

This Agreement shall cover the entire State of Colorado.

If the Employer performs work within the jurisdiction of the Carpenters Union in other areas covered by the Southwest Regional Council of Carpenters, such work will be performed pursuant to the appropriate agreement for that local area.

**ARTICLE 3
PURPOSE**

The purpose of this Agreement is to establish the rate of pay, hours, conditions, and other terms of employment in the Drywall/Interior Industry.

**ARTICLE 4
RECOGNITION**

The Employer recognizes for the period of this Agreement, the Union as the sole collective bargaining agent for the Employees covered by this Agreement. The employees in the bargaining unit and only such employees shall perform all the work covered by this Agreement.

**ARTICLE 5
UNION SECURITY/HIRING HALL**

Section 1: It shall be as a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall as a condition of employment become members of the Union within eight (8) days following the date of their employment, and remain members in good standing.

The Union shall have the right to require the removal of employees for failure to pay or tender initiation fees and dues as required by this Agreement. All requests for removal by the Union of employees for nonpayment of or failure to tender initiation fees and dues shall be made to the Employer in writing.

Section 2: All employees and applicants for employment for the performance of work covered by this Agreement shall be secured in accordance with the following provisions:

(A) The Southwest Regional Council of Carpenters will establish and maintain open and nondiscriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement.

(B) The Employer will first call upon the Union for such men as they may from time to time need and the Union will furnish to the Employer the required number of workmen as requested by the Employer. The Employer may not put an employee to work without a referral from the appropriate Hiring Hall.

(C) It will be the responsibility of the Employer, when ordering men, to give the Union all of the pertinent information regarding the workman's employment, including any special requests or qualifications.

(D) All referrals from the Union must be in writing, on a standard form to be provided by the Union. The written referral will contain the name of the Employer, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates. The Union will dispatch in accordance with the request of the Employer each such qualified and competent workman from among those entered on said lists in the following order of preference:

(1) Workmen specifically requested by name and whose names are entered on the out of work list.

(2) Workmen by special skills or attributes in response to any special request of the Employer, provided such workmen are available for employment.

(3) Workmen whose names are entered on said list and who are available for employment, in the numerical order.

(E) With respect to the operation of the Hiring Hall described in this Article, any workman registered on any Carpenters Hiring Hall employment list maintained pursuant to this Article will have his name stricken therefrom in the event he performs work within the recognized craft jurisdiction of the Union for any Employer or as an Employer (in either case without regard to whether the Employer is bound to this Agreement) in the area covered by this Agreement other than pursuant to a proper Work Referral as described above.

(F) All workmen must obtain a referral from the Carpenters Hiring Hall prior to going to work. Failure to obtain a work referral will be grounds for removing an employee from the project and denying such employee a subsequent work referral to that project. Responsibility for obtaining a work referral lies with both the Employer and the workman.

(G) Workmen who reside in the geographical jurisdiction of the Southwest Regional Council of Carpenters and whose names appear on the Hiring Hall lists will be free to solicit work from any signatory Employer.

(H) When ordering workmen of the skills required, the Employer will give notice to the Union not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17 ½) hours before the required reporting time, and in the event that forty-eight (48) hours after such notice the Union shall not furnish such employees, the Employer may procure employees from any other source. If men are so employed, the Employer shall immediately report each such employee by name to the Regional Council.

(I) Any dispute involving these Hiring Hall provisions, or involving the operation or practice of these Hiring Hall provisions, including any claim by an individual that they were in any manner harmed by the operation of the Hiring Hall, or by the negligent or intentional conduct of any individual in connection with the operation of the Hiring Hall, shall be resolved exclusively through the grievance and arbitration procedures established by the Independent Contractors Grievance and Arbitration Trust under the Master Building Agreement for the State of Colorado.

(J) The Employer retains the right to reject any job applicant referred by the Union for any reason.

(K) The Union will adopt rules to govern the administration and operation of the hiring hall. These rules may be amended from time to time by the Executive Board of the Regional Council. These rules will be incorporated by reference into this Agreement.

(L) The parties agree that up to two (2) hours of pre-employment procedures shall be on employee's time.

ARTICLE 6 WORK JURISDICTION

The work covered by this Agreement shall include but not be limited to the following described work:

Section 1: The installation, carrying, transportation, handling, stocking, and scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars, regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceiling materials, regardless of method or manner of installation.

Section 2: All work in connection with the installation, erection, and/or application, carrying, transportation, handling, stocking, and scrapping of all materials and component parts of walls and partitions, regardless of their material composition or method or manner

of their installation, attachment, or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracings, fire blocking, resilient channels, furring channels, doors and windows, including frames, gypsum drywall materials, laminated gypsum systems, backing board for all systems as well as taping and finishing of drywall surfaces. Fixture attachments including all layout work, preparation of all openings for lighting, air vents, or other purposes, and all other necessary or related work in connection therewith.

Section 3: It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this Article, including but not limited to gypsum wallboard, walls, partitions, gypsum wallboard ceiling heat panels, backing boards, plastic, or acoustical materials or any material attached to the above described light iron construction is specifically included in the work covered by this Agreement.

Section 4: This Agreement specifically covers all drywall hangers, installers, finishers, painters, plasterers and scaffold builders and all other employees performing work within the jurisdiction of the United Brotherhood of Carpenters. This Agreement shall cover any and all drywall finishing and any and all interior and/or exterior wall finish work, including EIFS, and other wet wall finish work, and all such work shall be performed by Carpenters under the terms of this Agreement.

ARTICLE 7 HOURS AND OVERTIME

Section 1. Hours of Work:

(A) The regular work day, consisting of eight (8) hours with one-half (1/2) hour lunch period and a regular starting time as established by the Employer between 5:00 a.m. and 8:00 a.m. shall constitute a day's work on all covered work covered by this Agreement. A ten (10) minute mid-morning and ten (10) minute mid-afternoon break will be allowed or, alternatively, the Employer may provide a twenty (20) minute mid-morning break with no afternoon break.

(B) The regular workweek will consist of five (5) eight (8) hour days, Monday through Friday, for a total of forty (40) hours per week. During a holiday week, the regular workweek will consist of the remaining four (4) eight (8) hour days, for a total of thirty-two (32) hours per week.

(C) **Overtime.** All time worked on Sundays, and Holidays, and time in excess of ten (10) hours in a day, shall be overtime hours and shall be paid for at the applicable overtime rates except as otherwise provided in Section 1, paragraph D of this Article. Overtime shall be calculated on the appropriate base hourly wage rate. All fringe benefits, as well as vacation, shall be paid at straight time rates.

During the regular workweek, overtime will be paid for work over ten (10) hours in a shift and over forty (40) hours in one (1) week. Work on Sundays and Holidays shall be paid at the rate of double time (2x) for all hours worked.

When work is to be performed in occupied buildings and such work is of a nature that it is not appropriate or practical to perform such work during the regular work hours or when the job conditions are such that access to the site is not available during regular hours, then such work, to include tenant finish, renovation, alteration, and modernization, may be performed after access to the premises is available, at the regular rate excluding Saturdays and Sundays.

Employer and Union can negotiate other shifts for special jobs or projects. All other overtime hours shall be paid at the rate of time and one-half (1 ½).

(D) **Four-Day Workweek.** The Employer can substitute a weekly work schedule consisting of four (4) ten (10) hour days. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, such schedule shall be worked at straight time only. For hours worked over ten (10) in any one workday or forty (40) hours in any workweek, paragraph (C) of this Article shall apply. During a holiday week, provided that it is agreed upon by both the Employer and the employees and the Union is notified, they shall be allowed to work four (4) ten (10) hour days, to be paid as straight time.

Section 2: When an employee is to work more than ten (10) hours in any one (1) day the Employer will allow the employee a paid thirty (30) minute lunch period at the end of said ten (10) hours of work, at the applicable overtime rate. If the employee is to work more than a twelve (12) hour shift, the Employer will either: (a) allow the employee a paid thirty (30) minute dinner period and furnish a meal, or (b) pay an additional one (1) hour at the applicable overtime rate.

Section 3: Employees Designated to Work Overtime. When overtime work is to be performed all employees shall be equally considered in regard to the opportunity to work overtime, if qualified.

Section 4: Lunch Period. One-half (½) hour daily shall be the maximum time required for a lunch period. No employee shall work over five (5) hours without a thirty (30) minute lunch period. Employees will receive the overtime rate after five (5) hours of work without a thirty (30) minute lunch period and until the employee begins a thirty (30) minute lunch period or until the end of the shift.

Section 5: Holidays.

Recognized holidays observed by the Employer herein shall be:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

When any named holiday falls on Sunday, the following Monday will be observed as the holiday. When the above-named holiday falls on Saturday, the proceeding Friday will be observed as the holiday.

Section 6: National Election Day (Presidential and Congressional).

Each employee shall be allowed one (1) hour off, without pay, for the purpose of voting.

Section 7: Shifts. The Employer may establish multiple shift work. When two (2) or three (3) shifts are worked, they shall be set forth below:

(A) The day shift will have a regular starting time as established by the Employer between 5:00 a.m. and 9:00 a.m. The employee shall work eight (8) hours and receive eight (8) hours pay, excluding one-half (½) hour lunch period.

(B) The swing shift will start after the day shift. Employees working the swing shift will receive an additional one dollar (\$1.00) per hour added to the base rate, apprentices will receive the appropriate percentage of the journeyman rate.

(C) Employees working the graveyard shift will receive an additional one dollar and fifty cents (\$1.50) per hour added to the base rate, apprentices will receive the appropriate percentage of the journeyman rate.

(D) The start of the swing shift and graveyard shift may occur within two (2) hours of the previous shift.

Section 8. Make-up Provision.

Saturday may be used as a make-up day, at regular hourly rates, if time has been lost during the regular workweek as a result of weather or equipment breakdown. In the event time is lost for any other reason beyond the control of the Employer, Union permission will be necessary before Saturday can be used as a make-up day. The purpose of a make-up day is to provide work for the employees and contribute to the progress of the job. It shall not be mandatory for an employee to work a make-up day and notices will be provide to the Union when a makeup day is being utilized. During a holiday week, Saturday will not be used as a make-up day for the holiday.

**ARTICLE 8
WORKING RULES**

Section 1. Reporting. When any new or current employee is called for work by the Employer and reports with proper tools at the time designated by the Employer, ready, willing and qualified to do work, and no work is assigned, the employee shall be entitled to two (2) hours show-up time unless caused by conditions beyond Employer's control. If work is ordered to commence, and thereafter a work stoppage occurs, the employee shall

receive two (2) hours pay or actual time worked, whichever is greater.

When any employee is laid off when reporting to work at the beginning of the next scheduled shift, the employee shall receive two (2) hours pay at the straight time rate in addition to wages previously due.

When any employee has been ordered to report to work by and Employer at a scheduled starting time and reports late to the job site, the employee will be paid for actual time worked.

All reporting time pay to be paid under this Section shall be computed at the applicable rate. Checks for new hires may be mailed to the employee or the Union, as requested by the employee.

Section 2. Payment of Employees. The Employer shall pay the employee in full for the payroll period. Each Employer shall designate a regular workday of the week as payday. All employees will be paid on the job before quitting time. Payment shall be made by cash, negotiable check or electronic deposit within five (5) days following the end of the payroll period.

Violations of the above paragraph shall be cause to give the Union a right to strike after twenty-four (24) hour advance notice to the Employer unless good faith legal justification for non-payment is presented in writing to the Union.

Any employee who is discharged or laid off shall be paid in full at the time of termination. If, however, an employee is required to wait for their pay beyond the time limit set forth herein, they shall be paid eight (8) hours straight time pay for each twenty-four (24) hour period or fraction thereof.

When an employee is to be laid off due to shortage of work or job completion, they shall be given one (1) hours' notice.

Employees quitting a job of their own volition will receive their pay in full on the next regular payday.

When the designated payday falls on a holiday, the preceding workday shall be determined as the official payday.

The Employer agrees that with each negotiable paycheck, cash payment or electronic deposit they shall also provide the employees with a payroll stub containing the following information:

1. Employer's name,
2. Employee's name and social security number,
3. Hours worked, regular and overtime,
4. Payroll period,

5. Gross amount of pay, and
6. Deductions

Section 3. Foreman, Foreman II and General Foreman.

(A) All Foremen, Foreman II and General Foremen shall be members of the United Brotherhood of Carpenters and Joiners of America. Selection of the Foremen, Foreman II and General Foremen shall be made by the Employer. Foremen shall be assigned as required by the Employer.

(B) The Foremen, Foreman II and General Foremen shall be competent Journeymen and will direct the work under the supervision of the Employer or the supervisory employee in charge of the work. Foremen, Foreman II and General Foremen shall be covered by and subject to all of the provisions of this Agreement in every respect just as are all other employees covered by this Agreement and shall be represented by the Union just as are all other employees covered by this Agreement.

(C) Foremen, Foreman II and General Foremen shall receive wages as per Attachment 1. ~~the Appendix.~~

Section 4. Unemployment Compensation and Workman's Compensation.

The Employer shall carry unemployment insurance and workman's compensation insurance on all employees. Unemployment compensation shall be carried by all Employers where one (1) man or more is employed.

Section 5. Leaving Employment. Any employee requiring leave for sickness or other just cause shall secure such leave from the Superintendent or Foreman.

Section 6. Tools and Transportation of Tools. No employee will be allowed to furnish, rent, lease or supply any chop saw, screw gun, power cords, powder actuated tool or roto zips, electric or acetylene welding equipment, ladders or scaffolding. The Employer may request that each employee sign for issuance of screw guns, power cords, powder actuated tools or roto zips. If any of these tools signed for by the employee are stolen or misplaced while in the employee's possession the employer will replace the missing equipment, and the cost of the equipment will be deducted from the employee's earnings. (The Employer agrees that the employee is not responsible for tools damaged or stolen from the secured area of the jobsite.) Employees shall not be required to use their personal vehicles for the purpose of transporting or hauling company tools, equipment, repair parts or supplies.

Section 7. Employment of Apprentices. The employment of Apprentices shall be governed by the properly approved Apprenticeship Standards as administered by the Joint Committee on Apprenticeship. Apprentices will be required to conform to the rules and procedures required by said Standards. The Employer signatory to this Agreement

agrees to employ one (1) Apprentice, when available, immediately after the first Journeyman is employed. The Employer may employ additional apprentices up to the ratio set forth in the Appendix, and this ratio will be applied on a company-wide basis. Apprentices are required to attend school on dates and times mutually agreed upon by the Union and the Employer.

Section 8. Tradesworker. Any Drywall employee that is not an indentured apprentice or previously classified as a journeyman can be hired as a Tradesworker.

Within one thousand (1,000) hours the Union and Employer will evaluate the tradesworker to determine classification as a Journeyman or Apprentice. If determined to be an Apprentice they will be indentured at the level mutually determined appropriate.

The Tradesworker wage will be a minimum of \$17.00 per hour. The only Trust Fund contribution made on a Tradesworker will be \$0.52 (\$0.42 to the Southwest Carpenter Training Trust and \$0.10 to the Carpenters' International Training Fund). After one thousand (1,000) hours the appropriate Fringe Benefit contributions will apply.

The number of Tradesworkers cannot exceed 25% of the Carpenter workforce company wide.

Section 9. Time to Pick Up Tools. Employees will be allowed adequate time to pick up tools at the end of each shift. Adequate time shall be defined as 10 minutes.

Section 10. Job Registration

(A) Each Employer shall notify the Union in writing, on a uniform job registration form to be provided by the Contract Administration Committee of the location of each job on which he will be performing work covered by this Agreement. Such notice shall be given at least 48 hours prior to the commencement of work and shall contain all the information required by the Contract Administration Committee. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Employer shall notify the Union by telephone or fax giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Employer to the Contract Administration Committee within 48 hours thereafter. The Union may withhold or withdraw workers from the Employer for failure to comply with this Section.

(B) In the event an Employer takes over the performance of the contract covered by the terms of this Agreement for another employer, the successor Employer shall notify the Contract Administration Committee by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject the successor Employer to claims for any delinquent fringe benefits of the predecessor Employer through the grievance procedure in addition to any other claims which may arise because of such failure.

ARTICLE 9 UNION REPRESENTATIVES

(A) **Union Representatives.** The Union representative shall have access to all jobs while construction work covered by this Agreement is in progress. The Union representative agrees to comply with safety and security regulations in force on the job. The Union representative shall make all necessary and reasonable effort to notify the Employer before entering the job.

(B) **Stewards.** The Steward shall be a working Journeyman appointed by the Council. The Council shall notify the individual Employer of the appointment of such Steward. Unless notified the first Journeyman on the job shall act as Steward until the Council appoints a successor.

(1) The Steward shall work in conjunction with the Employer in maintaining jobsite harmony and progression of work. Should complications arise, they shall consult with the Council and not delay the job.

(2) No Steward shall be discharged or laid off except for just cause. In the event of layoff or discharge of a Steward the appropriate Council shall be given notice in writing at least twenty-four (24) hours prior to the effective date of discharge or layoff. Such notice shall contain the reason for layoff or discharge.

ARTICLE 10 SAFETY CLAUSE

Section 1. The Employer and the Union agree that safety on the job is of utmost importance. Every effort shall be made toward safe and sanitary conditions of work. It shall not be a violation of this Agreement for any employee or employees to refuse to work under unsanitary or unsafe working conditions, nor shall any employee be discharged for refusing to work under such conditions.

Section 2. Safety standards as contained in all federal, state and local government safety laws, rules and regulations must be observed by the employees and the Employer on all jobs covered by this Agreement. Safety policies of the project owner will be observed.

Section 3. Employees shall comply with safety policies established by Section 2 and by the Employer, but only to the extent such policies have been made known to the employee. Failure to comply with such policies or failure to participate and cooperate in such safety program may be cause for discharge.

Section 4. All accidents and injuries must be reported immediately to the Employer. The Employer shall not discharge or discriminate against any person because of an injury incurred prior to employment or during the course of employment. Any employee injured

on the job and requiring medical treatment from a doctor or hospital will be paid for the remainder of the shift.

Section 5. The Employer agrees to provide, and the employees agree to use, all required safety equipment and all related protective clothing as required in Section 2 above. Not included are steel-toed safety shoes.

The Employer may require the employee to sign a receipt for any safety equipment or protective clothing or gear issued to the employee, and if such equipment is not returned in as good condition as received, reasonable wear and tear excepted, the cost shall be deducted from the employee's final paycheck, such deductions not to exceed Employer's cost. In the event safety equipment and/or protective clothing is stolen, the employee shall file a report with the employer within two (2) days of the loss, and the employee will not be required to pay the costs.

Section 6. On all projects the Employer shall furnish suitable clean drinking water single use sanitary cups. Water container will be closed type with spigots or faucets and shall be kept clean at all times.

Section 7. The Employer may be permitted to establish a drug and alcohol policy. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE 11 MANAGEMENT

It is distinctly understood and agreed by the Union that the Employer reserves the right of management at all times, and may select, in cases of reduction or replacement of forces, those employees who are, in its estimation, the best qualified.

The Employer shall designate what work employees shall do, without regard to seniority.

Except only as specifically limited by this Agreement, management by the Employer, the direction of the working forces and the maintenance of discipline and efficiency of employees are the sole, complete and exclusive rights and responsibilities of the Employer.

ARTICLE 12 SUPPLEMENTAL DUES

Section 1. Subject to the following conditions, the Employer agrees that he will, if he is furnished with his employees written authorization to do so, deduct the sum of seventy-eight cents (\$0.78) per hour, or the amount of Supplemental Dues that are lawfully required by the Union, from the amounts required to be paid as vacation pay by Attachment

Southwest Regional Council of Carpenters/2018 – 2021 Colorado Independent Drywall, Ceiling & Interior Systems
And its Affiliated Local 555 of the United Brotherhood of Carpenters & Joiners of America

No. 1 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing July 1, 2018, as Special Supplemental Dues. In implementing the foregoing, the Southwest Carpenters Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies.

Section 2. Said Supplemental Dues will be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the Southwest Carpenters Vacation Trust (Vacation Trust). All sums deducted by the Employers pursuant to the provision of this Article will, from the instant of their deduction, be considered dues if proper authorization will have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article will, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization will have been furnished, and will be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the bank will separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization will have been filed. The bank will then deposit such sums in the account of either the Agent or the Vacation Trust. The Union will bear the entire responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment will be borne solely and entirely by the Union. This provision will not reduce the obligations of the Employer to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above will be irrevocable for a period of one (1) year from the date of the execution and will renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (2) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, will have revoked such authorization.

ARTICLE 13 SUBCONTRACTING

Section 1. In the State of Colorado, the Employer agrees that whenever any work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures, or other works is subcontracted, it shall be subcontracted only to employers who are signatory to an agreement covering such work with the Southwest Regional Council of Carpenters, or who agree to become a party to such agreement. (The Union agrees to give due consideration for allowances or variance from the signatory clause in those instances where a contractor is endeavoring to comply with minority business enterprise requirements and women's business enterprise requirements of the specifications on a given project).

Section 2. Upon a written request, a list of known subcontractors performing carpentry, millwright, lather or floor laying work will be provided to the Union on a job-by-job basis.

Section 3. When an employer subcontracts work under this Article the subcontractor must be a legitimate contractor (not a disguised employee), showing proof of current liability insurance, workers' compensation insurance, and adherence to any licensing requirements that may be required.

ARTICLE 14 PRESERVATION OF WORK CLAUSE

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 (including but not limited to management, control or majority ownership through family members), management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

ARTICLE 15 WORK PRESERVATION

A Work Preservation Committee will be established consisting of 3 members appointed by the Union and 3 signatory Employers. This Committee will meet on a regular basis, or on-call in special situations to review any requests for variance from the Master Labor Agreement in order to assure that signatory Employers and their Union employees remain competitive in the Colorado labor market.

The goal is to have a flexible working structure for the Committee to allow it to quickly respond to needed changes in the marketplace. The Committee will give signatory Employers the tools they need to obtain work in geographical areas or in particular segments of the construction industry where they have not been able to successfully compete. For the Employer this tool will be used aggressively to increase work opportunities for Union Employers and Union members. The Committee will draft its operations procedures at its first meeting. These procedures will be distributed to all signatory Employers.

ARTICLE 16 TRUST FUNDS

Section 1: The Employers signatory to this Agreement agree to comply with all the terms set forth in the Agreements establishing: (1) The Southwest Carpenters Pension Trust, dated September 14, 1959; (2) The Southwest Carpenters Health & Welfare Trust, dated

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February 8, 1955; (3) The Southwest Carpenters Training Fund, dated May 1, 1960; (4) The Southwest Carpenters Vacation Trust, dated April 1, 1962; (5) The Western States Drywall/Lathing Industry Labor Management Cooperation Committee, Inc.; and (6) The Southwest Drywall Industry Fund; (hereafter collectively referred to as the "SW Carpenters Trust Funds") and any amendments, modifications, extensions and renewals of such Trust Agreements. Except as specifically excluded by this Agreement, such Trust Agreements are specifically incorporated by reference and made a part of this Agreement.

Section 2: The Employers agree to pay the Carpenters Trust Funds the sums in the amounts and manner provided for in this Agreement and further agree to be bound by the Trust Agreements, and Rules and Procedures adopted by the Trustees and all amendments, modifications, extensions and renewals thereof.

Section 3: The Employers agree that they do irrevocably designate and appoint the Employers mentioned in the Agreements establishing the various SW Carpenters Trust Funds along with representatives designated by the Western Wall and Ceiling Contractors and the United General Contractors, Inc., as their attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Trust Agreements and By-Laws.

Section 4. International Funds:

Included in the contributions called for herein, the parties agree that each signatory employer will make a contribution to the Carpenters' International Training Fund in such amounts as allocated by the Union. These contributions will be collected with the existing contributions to the Carpenters Health & Welfare Trust, the Carpenters Apprenticeship Trust and/or the Carpenters Contractors Cooperation Committee, or other Carpenter funds, upon approval of the Trustees of those Funds, and as allocated by the Union. The Employer agrees to be bound to the Agreements and Declarations of Trust for the Funds as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts. Upon request the Employer may receive the latest annual report prepared for the Funds.

Section 5: For each straight time hour and each overtime hour worked by each employee covered by this Agreement, and for each hour due to be paid to each such employee as shift differential, the Employer shall pay to each of said Trust Funds contributions in the amounts set forth in the Appendix.

Section 6: The time, form, and procedures of reporting and paying fringe benefit contributions shall be as required by each of said Boards of Trustees pursuant to duly adopted rules, regulations, and/or collection procedures; provided, however, that the fringe benefit contribution due date shall not be later than the 15th day of each calendar month for all contributions which have accrued for each full weekly payroll period during

the immediately preceding calendar month. Written notice of any change that hereafter may be adopted in the collection procedures shall be mailed to the Employer by the Union not less than thirty (30) days prior to the effective date thereof.

Section 7. Auditing:

The Employer agrees that upon reasonable request thereof and during regular work hours, each of said Board of Trustees by its designated accountant or other designated representative shall be entitled to audit books and records of the Employer as may be necessary to determine that all fringe benefit contributions have been and are being paid properly reported to each of the Trust Funds in accordance with its adopted collection procedures. The Employer shall permit examination of all state and federal employment tax reports, payroll ledgers, time cards and other records, which may be necessary to determine the number of hours worked by employees covered under this Agreement. If the audit discloses no delinquencies in reporting or payment of fringe benefit contributions, the cost of such audit shall be borne by the Trust Funds; otherwise, all or part of the audit cost may be assessed against the Employer.

**ARTICLE 17
TRUST FUND DELINQUENCIES**

Section 1: Throughout the effective term of this Agreement, the Employer and the Union agree to be bound by and to fully comply with all terms and provisions of the Trust Agreements referred to herein and to comply fully with all rules, regulations, and eligibility standards adopted by each of said Boards of Trustees, together with any and all further amendments, changes and additions to said Trust Agreements and/or to said rules, regulations and eligibility standards which at any time may be adopted.

Section 2: In the event of non-payment or delinquent payment of contributions, the Employer shall pay to each of said Trust Funds such other payments as may be required, including liquidated damages, interest, audit fees, court costs and reasonable attorney fees for the expense of collection.

Section 3: If any of said Board of Trustees, acting directly or through its authorized representatives, makes a determination that the Employer is delinquent in furnishing timely reports in proper form or in making timely payment of contributions or in failing to comply fully with any of the provisions of the applicable Agreement and Declaration of Trust or with any rules, regulations, or collection procedures of such Trust Fund, then, in addition to the foregoing provisions of this Article, the Union may refuse to furnish any employees to such delinquent Employer and/or may direct employees employed by such delinquent employer to cease working and/or may impose economic or other legal sanctions against such delinquent Employer. Any such action by the Union shall not be in violation of the Strike Prohibition provisions set forth in this Agreement. Prior to removal of employees, the Union will give the Employer twenty-four (24) hours' notice.

ARTICLE 18 DISPUTES

Section 1. Contractual Disputes:

In the event that a dispute arises involving the application or interpretation of the terms of this Agreement, the parties agree that the same shall be determined settled in the manner and by the procedures hereinafter set forth. Reasonable and diligent effort shall be exerted at the earliest possible time by the employee with the Employer's representative, the employee contacting the Union Representative through the Steward and/or the Union Representative with the Employer's Representative. If the parties are unable to reach a settlement, the dispute shall be reduced to writing and the aggrieved party shall notify the other party that the dispute is being referred to a Board of Adjustment.

Section 2. Grievance Procedure:

- (A) There has been established under this Agreement and the agreement known as the Drywall/Lathing Master Agreement between the Southwest Regional Council of Carpenters and the Western Wall and Ceiling Contractors Association a body known as the "Joint Adjustment Board for the Drywall Industry" for the resolution of disputes arising under the agreement. The Employer and the Union agree to submit all disputes, including jurisdictional disputes concerning the interpretation or application of this Agreement to arbitration before the Joint Adjustment Board pursuant to the rules established by the Board. The Employer and the Union agree that during the pendency of the grievance and arbitration procedure, the Union will not strike and the Employer will not engage in a lockout; provided, however, the Union shall have the right to engage in a strike, withdrawal of services or picketing on a claimed violation of this Agreement or the Master Agreement relating to the payment of wages, fringe benefits or contributions to any Trust Fund or failure to comply with an arbitration award, except as to any provision of arbitration award on subcontracting.
- (B) The rules of the Joint Adjustment Board will be amended to provide for a "Colorado Panel" of the Joint Adjustment Board which will consist of three Employer representatives performing work under this Agreement in the State of Colorado, as well as three Union representatives. All grievances arising in Colorado will be heard in Denver, Colorado. The Chairman and permanent arbitrator of the "Colorado Panel" will be mutually agreed upon by the Union and the Employer representatives on the Board. The rules and procedures for the "Colorado Panel" will be those established for the Joint Adjustment Board for Southern California. The Colorado Panel may adopt separate or additional rules applicable specifically to Colorado. If more than three Employers volunteer to serve on the panel the Employer with the most reported hours in the previous calendar year will be given priority.

- (C) The decision of the Board of Adjustment or the decision of the Arbitrator, as the case may be, shall be final and binding upon each party to the dispute in each instance and shall be within the scope and terms of this Agreement.
- (D) The decision of the Arbitrator shall be rendered within five (5) regular working days after the hearing of the dispute before him. Any expense incurred by engaging an Arbitrator shall be borne equally by the parties to the dispute.
- (E) The Board of Adjustment and the Arbitrator are empowered to hear and decide disputes growing out of the interpretation and application for changes or amendments to this Agreement, wage rates, hours of work or working conditions.
- (F) Time limits stated in this Article may be extended by mutual consent of both parties.

Section 3: Excluded from the foregoing provision on disputes and specifically exempted are disputes between the Union and the Employer involving the failure to pay into the various fringe funds, provided for in Article 17, Trust Fund Delinquencies. Nothing contained herein shall be interpreted to limit any of the Trust Funds from enforcing their rights under this Agreement.

Section 4. Union Jurisdictional Disputes:

- (A) Pending the resolution of the dispute in accordance with the above procedures or in the event such resolution is not attained, the assignment of work as made by the Employer shall continue in effect and all work shall proceed without interruption, interference, delay or cessation.
- (B) In the event a determination is made in accordance with the procedures above provided and such determination alters the assignment previously made by the Employer, no damages, back pay or fringe benefit contributions shall be assessed against the Employer for work assigned and performed prior to such determination.
- (C) The Employer and the Union shall comply with the resolution of the jurisdictional dispute when settled under the above procedures.

Section 5. No Work Stoppage:

- (A) Throughout the effective term of this Agreement, the Union agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize, or encourage any stoppage or suspension of work, slow down, sit down, picketing, strike, or concerted refusal to work.
- (B) Throughout the effective term of this Agreement, the Employer agrees that neither it nor any of its officers, agents, or representatives shall engage in, authorize or cause any lockout or concerted work stoppage.

(C) Exempted and excluded solely from the foregoing provisions of this Paragraph (C) is a Union work stoppage authorized by Article 17, Trust Fund Delinquencies, and Article 8, Section 2, Payment of Employees.

ARTICLE 19 EQUAL EMPLOYMENT OPPORTUNITIES

Both the Employer and the Union agree to comply with all applicable federal, state, and local laws, regulations, rules, directives, and orders with regard to the acceptance, selection, classification and referral of applicants for Union membership and applicants for employment, without discrimination because of race, color, national origin, creed, religion, age, gender or any other protected class.

ARTICLE 20 ENTIRE AGREEMENT

This document contains all of the agreements and understandings between the Employer and the Union. Nothing outside of this Agreement shall modify, amend, or add to the terms and provisions. The parties to this Agreement assume full responsibility for their actions insofar as the terms of this Agreement are concerned.

ARTICLE 21 DURATION

This Agreement shall remain in full force and effect from the 1st day of July 2018, through June 30, 2021, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60), and not more than ninety (90) days prior to June 30, 2021, or June 30 of any subsequent contract year.

ARTICLE 22 EQUAL TREATMENT

The Union agrees that it will not enter into any other agreement(s) with any Employer, for the type of work covered by this Agreement, except as specifically provided in this Article. In the even the Union enters into, renews, or amends any agreement, oral or written, with any Employer(s) or affecting any Employer(s), doing work in the geographical area covered by this Agreement, which agreement contains, allows or permits any terms and conditions that are different in any manner from those terms and conditions expressed herein, then, in that event, any Employer signatory to this Agreement shall have the option of adopting such different agreement by written notification to the Union. From the date of said notification, this agreement shall be deemed amended accordingly.

The individuals signing hereon are properly authorized to execute this Drywall, Ceiling and Interior Systems Industry Agreement on behalf of the interested parties.

Dated this 1ST day of JULY, 2018

KEENAN HOPKINS SUDER & STOWELL CONTRACTORS LLC 241133

Company Name (Please Print) License Number

772904003

Authorized Representative Colorado Unemployment No.

Shawn Martin, Senior Vice President, Operations

Please Print Name and Title of Company Representative

5109 East La Palma Avenue Anaheim CA 92807

Address City State Zip Code

(714) 455-1110 (714) 695-3671 Shawn.Martin@khsswest.com

Telephone Fax Number E Mail

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

RANDY THORNHILL, Executive Secretary-Treasurer

Shawn Martin, Senior Vice President, Operations

Authorized Representative

Print Name and Title

Attachment "1"
DRYWALL / LATHING MASTER AGREEMENT
COLORADO STATEWIDE AGREEMENT
WAGE AND BENEFIT RATES
Effective July 1, 2018

Journeyman Wage \$23.32

Benefits Collected by CSAC

Health & Welfare	\$7.50	
Supplemental Dues*	\$0.78	(Paid to Vacation Trust)
Vacation	\$1.00	
Training Trust	\$0.42	
Contract Administration	\$0.01	
CITF	\$0.10	
Total to CSAC	\$9.81	

*Journeyman and all classifications of apprentices have supplemental dues added to their wages, taxed, withheld and submitted to the Vacation Trust Fund.

Period	Percentage	Wage	Benefit Code
1st Period	60%	\$13.99	1
2nd Period	65%	\$15.16	1
3rd Period	70%	\$16.32	2
4th Period	75%	\$17.49	2
5th Period	80%	\$18.66	2
6th Period	90%	\$20.99	2
Journeyman	100%	\$23.32	2

*No more than once per year and during the open enrollment period, eligible Employees may opt into (i) the Southwest Carpenters Health and Welfare plan with a contribution rate of \$7.50; (ii) the Southwest Carpenters Bronze Health and Welfare plan with a contribution rate of \$3.50; or the (iii) Southwest Carpenters Basic Health and Welfare plan with a contribution rate of \$3.50. All other Employees may choose between the Bronze and Basic plans. Any employee on the Bronze or Basic plan shall receive an additional \$4.00 on their base wages. **This option is not available to the Foreman II classification. Foreman II are only eligible for the standard Healthcare Plan.**

Foremen and Foreman II receive \$1.50 per hour over the Journeyman rate.

Southwest Regional Council of Carpenters/2018 – 2021 Colorado Independent Drywall, Ceiling & Interior Systems
 And its Affiliated Local 555 of the United Brotherhood of Carpenters & Joiners of America

DRYWALL BENEFIT CODES:

- (1) All benefits shown above except pension
- (2) All benefits shown above.

NEGOTIATED INCREASES

July 1, 2019 \$1.50 (\$0.75 allocated by the Union, \$0.75 Training Incentive)

July 1, 2020 \$1.50 (\$0.75 allocated by the Union, \$0.75 Training Incentive)

STOCKING AND SCRAPPING. Employees doing stocking and scrapping work will receive \$10.00 per hour and Vacation/Supp. Dues contribution of seventy-eight cents (\$0.78); after 60 days they will also receive Health & Welfare and Apprenticeship contributions.

MOUNTAIN DIFFERENTIAL West of the Continental Divide there will be of \$1.00 per hour added to the wage rate for all classifications.

RATIO: The ratio of journeyman to apprentices may be up to one to one.

Attachment "2"
CONTINUING EDUCATION AND TRAINING

The Union and the Employers signatory to this agreement recognize continuing education and training for the industry as vital to its growth and existence, thereby creating an avenue to provide highly skilled craft persons.

All Journey workers working under this agreement must successfully complete 16 hours of pertinent training annually in order to be eligible for Training Incentive Pay.

Effective July 1, 2018, \$0.50 will be added to the base journeyman hourly pay for those completing 16 hours of pertinent training by June 30, 2019. Effective July 1, 2019, an additional \$0.75 will be added to the base journeyman hourly pay to those completing 16 hours of pertinent training between July 1, 2019 and June 30, 2020. Effective July 1, 2020, an additional \$0.75 will be added to the base journeyman hourly pay to those completing 16 hours of pertinent training between July 1, 2020 and June 30, 2021, once earned. Past accumulated Training Incentive Pay will carry over into this Agreement as a further wage premium. The required pertinent hours of training should include hours through the Southwest Carpenters Training Fund, Employer supplied training, as well as other accredited sources approved by the Southwest Carpenters J.A.T.C. A completed OSHA 10 is required.

In cooperation with the Contractors in the Interior Systems Industry and the Union, the Southwest Carpenters Training Fund and the local JATC shall implement the educational and safety criteria: develop, manage and carry out all program functions to ensure employee compliance and will provide the training and administration necessary to properly and effectively train employees in systems, functions and activities relevant to their craft: including, but not limited to: Safety, OSHA regulations, CPR, First Aid, and state of the art production techniques.

The employer shall not be obligated to pay the employee for these training hours.

The parties agree to meet annually to discuss the Training Incentive Pay prior to its respective allocation.