

**SOUTHWEST INTERIOR/EXTERIOR MASTER AGREEMENT  
ARIZONA APPENDIX  
2021-2024**

The SOUTHWEST REGIONAL COUNCIL OF CARPENTERS (“Union”) and the DRYWALL/LATHING CONFERENCE OF THE WESTERN WALL & CEILING CONTRACTORS ASSOCIATION (“Association”) hereby agree to modify the Southwest Interior/Exterior Master Agreement (“Master Agreement”) for implementation in **ARIZONA** only as follows:

This Arizona Appendix to the Southwest Interior/Exterior Master Agreement applies to work performed in the State of Arizona (except for Bullhead City). In the event of a conflict between the Arizona Appendix and either the Master Agreement or the Memorandum Agreement, this Arizona Appendix will prevail.

- The following wage rates shall apply to all drywall/lathing and related scaffold work and where appropriate, acoustical, painting and \*plastering work in the State of Arizona (except for the areas within the geographical jurisdiction of Southern Nevada):

**DRYWALL/LATHER/ACOUSTICAL/PAINTING/SCAFFOLD JOURNEYMAN**

<b>Wage Rate</b> (as of July 1, 2021)	<b>\$26.78</b>
<b>Benefits</b>	
Pension	\$1.60
Health & Welfare	\$8.00
Apprenticeship	\$0.10
Vacation	\$0.75
Supplemental Dues	\$0.89
Drywall Industry Fund	\$0.10
Cooperation Committee	\$0.02
<b>Total Benefits</b>	<b>\$11.46</b>
 <b>Total Package</b>	 <b>\$38.24</b>

Foreman receive \$1.50 over the Journeyman rate.

Vacation and Supplemental Dues will be added to the hourly wage rate, taxed, withdrawn and submitted to the funds.

\*Plastering has a separate wage and benefit package from above.

\*\* No more than once per year and based on the enrollment rules established by the Trustees, eligible employees may opt into (i) the Southwest Carpenters Health and Welfare plan with a contribution rate of \$8.00; or (ii) the Southwest Carpenters Bronze Health and Welfare plan with a contribution rate of \$4.00. Any employee on the Bronze plan shall receive an additional \$4.00 on their base wage.

All trust fund contributions will be made to the Carpenters Trust Funds identified in Drywall/Lathing Memorandum Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

2. **DRYWALL HANGERS, FINISHERS, LATHERS, ACOUSTICAL, PAINTERS, SCAFFOLD APPRENTICESHIP / TRAINEE RATES**

**EFFECTIVE JULY 1, 2021**

<b>PERIOD</b>	<b>HOURS</b>	<b>PERCENTAGE</b>	<b>WAGE</b>	<b>BENEFIT CODE</b>
1st Period	1000	55%	14.73	(1)
2nd Period	600	60%	16.07	(1)
3rd Period	600	65%	17.41	(1)
4th Period	600	70%	18.75	(2)
5th Period	600	75%	20.09	(2)
6th Period	600	80%	21.42	(2)
7th Period	600	85%	22.76	(2)
8th Period	600	90%	24.10	(2)
Journeyman		100%	26.78	(2)

**BENEFIT CODES**

(1) Health and Welfare, Vacation/Supplemental Dues\*, Apprenticeship, Drywall Industry Fund, Cooperation Committee

(2) Pension, Health and Welfare, Vacation/Supplemental Dues\*, Apprenticeship, Drywall Industry Fund, Contract Administration, Cooperation Committee

\* Vacation/Supplemental Dues contributions are made to the Vacation Trust per the Master Agreement.

**Wage increases for all Journeyman classifications**

The following increases are the targeted increases the parties intend to implement absent agreement to the contrary by the bargaining parties as set forth above:

July 1, 2021      \$1.37 (Base Wage \$1.03, Vacation \$0.25, Supplemental Dues \$0.05, Pension \$0.04)

July 1, 2022      \$2.25 To Be Allocated

July 1, 2023      \$2.00 To Be Allocated

All increases to be allocated by the Union. The Employer may pay above the posted wages.

**Journeyman Upgrade Training**

The parties will establish a program to provide and promote Journeyman upgrade training during the course of this agreement.

3. **STOCKER/SCRAPPER**

Employees employed to do stocking and scrapping work on drywall jobs will be paid a minimum wage rate of fifteen dollars (\$15.00) per hour and, in addition, will have Health and Welfare, Apprenticeship, Vacation and Supplemental Dues contributions made on their behalf.

4. There has been established under this Agreement and the Master Agreement an Arizona panel of the Southern California Joint Adjustment Board for the Drywall Industry for the resolution of disputes arising under the Agreement. The Contractor and the Union agree to submit all disputes, including jurisdictional disputes, concerning the interpretation or application of this Agreement and the Master Agreement to arbitration before the Arizona panel of the Joint Adjustment Board pursuant to Article VIII of the Master Agreement. The Contractor and the Union agree that during the pendency of the grievance and arbitration procedure, the Union will not strike or withdraw services or picket the Contractor and the Contractor 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 referred to in this Agreement or failure to comply with a final and binding arbitration award, except as to any provision or arbitration award on subcontracting.
5. The working conditions of the Southwest Interior/Exterior Master Agreement will apply to all work in Arizona, except as follows:

#### **ARTICLE IV ARIZONA UNION SECURITY/HIRING**

The provisions of Article IV, Section 1 “Union Security” will not be applicable in the State of Arizona unless and until a court of competent jurisdiction decides that such a Union Security provision is lawful within the State. If any type of union shop, agency shop or other type of union security provision is determined to be lawful in the State of Arizona, then such provision will be immediately implemented to the fullest extent permissible under the law. If the parties cannot agree on the contractual language to implement such a provision within thirty days, the matter can be referred to arbitration under the grievance procedure contained in Article VIII.

Under Article IV, Section 2 “Hiring” (b), it is recognized that a contractor may request any specific workman by name from the hiring list and if that individual is available for work he will be dispatched to the Contractor.

Under Article IV, Section 2 “Hiring” (b), the Union agrees to advise all workmen prior to reporting to work that they must have and present to the employer the appropriate documents to establish their right to work in the United States. Any employee who fails to present the proper documents to his prospective employer will not be entitled to show up pay if the employer refused to put him to work.

**ARTICLE VII GENERAL CONDITIONS, Section 2 (a)** Nothing shall be permitted that restricts production or increases the time required to do the work and no limitation shall be placed upon the amount of work which an employee shall perform nor shall there be any restriction against the use of any kind of machinery, power tools, **the use of technology that track and/or record data**, or labor-saving devices, provided that all such machinery, power tools, or labor-saving devices are furnished on the job site by the Contractor and, provided further, that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with the State(s) Health & Safety Code(s) and, with a present well-established custom regulating such use where the work is being performed. Two or more employees shall be required in the handling and installation of any panel or assembled panel weighing over 110 pounds.

#### **ARTICLE XX WORKING CONDITIONS**

ARTICLE XX Section 1 “Holidays” will be amended to substitute Presidents Day for Veterans Day as a recognized holiday.

ARTICLE XX Section 4 “Payment of Wages” (i) “Handicapped Workers” is not intended and shall not be applied in such a way as to violate any state or federal statute or regulations, including specifically the Americans With Disabilities Act.

6. **REST PERIOD**

Under normal circumstances, all employees will be permitted to take a fifteen (15) minute unorganized rest period which will be, as far as practicable, in the middle of the first half of the shift. Rest periods will take place at Employer designated areas, which may include or be limited to the employee’s immediate work area. If an employee is scheduled to work ten (10) or more hours in a day, a second fifteen (15) minute unorganized rest period will be given between the sixth and ninth.

7. **PAID SICK LEAVE AND OTHER ORDINANCES**

A. In accordance with A.R.S. Section 23-381 (waiver through collective bargaining), the parties hereby expressly waive paid sick time requirements in clear and unambiguous terms. To the fullest extent permitted by law, this waiver shall apply to any federal, state, city, county, or other law, regulation or ordinance requiring paid sick leave that is currently in effect or may be adopted during the term of this Agreement.

B. The parties agree to additionally waive any other statute, ordinance, or regulation that may be adopted by any governmental body during the term of this Agreement that provides for an express collective bargaining waiver effective the date it is implemented.

8. **ZONE PAY**

Total expense allowances per day worked shall be as follows:

All Zones will be measured from the project in miles to the nearest city hall (in Phoenix, Tucson or Flagstaff) or to the employee's residence, whichever is closer.

Zone 1	Mile 0-70:	Free Zone
Zone 2	Mile 71-100:	\$70.00
Zone 3	Mile 101 and above:	\$100.00

9. **GRIEVANCE AND ARBITRATION OF STATUTORY AND COMMON LAW CLAIMS**

The Union and Employer 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 Employer or termination of employment shall be arbitrated in final and binding arbitration pursuant to the grievance and arbitration provisions of this Article.

Similarly, the Employer 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 Employer, 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.

- 10. The term of this Appendix will be the same as the Drywall/Lathing Memorandum Agreement or any successor Master Agreement. Any notices given pursuant to that Agreement will apply to this Appendix.

Signed this 1st day of July, 2021.

**WESTERN WALL & CEILING  
CONTRACTORS ASSOCIATION, INC.**

Nick Carrillo, Mountain States Manager  
Name

*Nick Carrillo*

\_\_\_\_\_  
Signature

**SOUTHWEST REGIONAL COUNCIL  
OF CARPENTERS**

Frank Hawk, Vice President/COO  
Name



\_\_\_\_\_  
Signature









# 2021 - 2024 AZ Drywall-Lathing Memorandum Agreement - AZ Appendix

Final Audit Report

2021-07-09

Created:	2021-07-08
By:	Polly Stroot (pstroot@swcarpenters.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz2phc7jevTLkAujyPjVq0fo_3h8TIUwP

## "2021 - 2024 AZ Drywall-Lathing Memorandum Agreement - AZ Appendix" History

-  Document created by Polly Stroot (pstroot@swcarpenters.org)  
2021-07-08 - 10:16:15 PM GMT- IP address: 174.69.161.71
-  Document emailed to Nick Carrillo (nick@wwcca.org) for signature  
2021-07-08 - 10:16:49 PM GMT
-  Email viewed by Nick Carrillo (nick@wwcca.org)  
2021-07-08 - 10:45:59 PM GMT- IP address: 98.177.26.251
-  Document e-signed by Nick Carrillo (nick@wwcca.org)  
Signature Date: 2021-07-09 - 7:09:22 PM GMT - Time Source: server- IP address: 98.177.26.251
-  Document emailed to Frank Hawk (fhawk@swcarpenters.org) for signature  
2021-07-09 - 7:09:23 PM GMT
-  Email viewed by Frank Hawk (fhawk@swcarpenters.org)  
2021-07-09 - 7:11:08 PM GMT- IP address: 104.143.198.60
-  Document e-signed by Frank Hawk (fhawk@swcarpenters.org)  
Signature Date: 2021-07-09 - 7:11:55 PM GMT - Time Source: server- IP address: 174.69.161.71
-  Agreement completed.  
2021-07-09 - 7:11:55 PM GMT