Memorandum of Understanding to the Southern California Drywall Finishers Joint Agreement Effective August 1, 2022 through July 31, 2026

This Agreement is entered into, by and between, Western Wall and Ceiling Contractors' Association California Finishers Conference (hereinafter referred to as the "Employers") and Painters and Allied Trades District Council 36 on behalf of Drywall Finishers Regional Local Union 1136 and 1399 (hereinafter referred to as the "Union") for the Los Angeles, Orange, San Diego, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Mono, and Inyo Counties.

1. Wage and Benefits Package for Los Angeles, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Mono, and Inyo Counties:

Effective September 1, 2022 – Total Hourly Increase \$3.25

Wages:

\$2.65

Pension:

\$0.60

Effective September 1, 2023 – Total Hourly Increase \$3.25

Pension:

\$0.50

\$2.75 to be allocated by Union

Effective September 1, 2024 – total Hourly Increase \$3.25

Pension:

\$0.40

\$2.85 to be allocated by Union

Effective September 1, 2025 – Total Hourly Increase \$3.50

\$3.50 to be allocated by Union

2. Wage and Benefits Package for San Diego County:

Effective September 1, 2022 - Total Hourly Increase \$3.00

Wages:

\$2.40

Pension:

\$0.60

Effective September 1, 2023 – Total Hourly Increase \$3.25

Pension:

\$0.50

Memorandum of Understanding To the Southern California Drywall Finishers Joint Agreement Effective August 1, 2022 through July 31, 2026

\$2.75 to be allocated by Union

Effective September 1, 2024 – total Hourly Increase \$4.25

Pension:

\$0.40

\$3.85 to be allocated by Union

Effective September 1, 2025 – Total Hourly Increase \$4.50

\$4.50 to be allocated by Union

3. Remove any and all references to Residential Work in the MLA and Prevailing Wage.

4. Update Article 15 Hours of Work, Section 1(B):

B. Holiday Pay: Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate, except after eight (8) hours on Saturdays, Sundays and the following holidays, which shall be paid at the rate of double time excluding make up days. New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, the Day before Christmas, and Christmas Day.

When one of the holidays listed above falls on Sunday, same shall be observed on the following Monday. When one of the holidays listed above falls on Saturday, same shall be observed on the previous Friday.

5. Update Article 15 Hours of Work, Section 1, Paragraph 3 and Section 5:

1. No employee shall report to any Shop earlier than thirty (30) minutes, nor to any job earlier than twenty (20) minutes before starting time. Five (5) days or forty (40) hours shall constitute a week's work from 8:00 A.M. to 12:00 noon and from 12:30 P.M., to 4:30 P.M. on Monday, Tuesday, Wednesday, Thursday and Friday.

The Employer may adjust the starting time by indicating such in writing to Painters and Allied Trades District Council No. 36 on the job registration form (Article 6, Section 11) required by this agreement. However, no more than eight (8) ours will be permitted at the straight time rate in any twenty-four (24) hour period, and no starting time will commence before 6:00 A.M. nor after 10:00 A.M. on any day.

5. Special shifts as set forth below shall be limited to commercial/industrial projects and only if such shifts are also in effect with the craft performing the installation of gypsum drywall.

6. Update Article 15 Hours of Work, Section 5(B):

(B) Any time worked from Saturday 8:00 A.M. to Monday 7:00 A.M. or on holidays or in excess of the regular shift hours shall be paid for at the applicable overtime rate, except as provided above.

7. Update Article 17 Wage Schedules and Contribution Schedules, paragraph 4:

FOREMEN: A person designated by the employer shall receive three dollars (\$3.00) per hour over the Journeyman rate.

8. Update Article 19 Out of Town Expenses, Section 1:

1. When members of Painters and Allied Trades District Council No. 36 are required because of job location to live away from their place of residence, they shall receive not less than the regular rate of pay, plus one hundred and twenty-five dollars (\$125.00) per day, to cover expenses from date of leaving until the day of return, inclusive, to their home area. When subsistence is paid, an employee shall also be reimbursed once in any weekly pay period at the straight time hourly rate for the time required to make one round trip to his place of residence and back to the job location. Upon completion of their job and/or layoff a member is being paid for time spent in transit returning to their home area, they shall not be eligible to also collect subsistence for the day of return.

9. Update Article 21 Health and Welfare, LMCC, Apprenticeship Plans and Working Dues, Section 18:

18. IUPAT INDUSTRY PENSION FUND

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

- 1. 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 (2) 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 increase to hourly Pension Fund Contributions:
 - (a.) Los Angeles, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Mono, and Inyo Counties:

Effective September 1, 2022, there shall be an increase of eight point four (8.4%) above the hourly contribution rate, sixty cents (\$0.60), which brings the pension contribution total to seven dollars and seventy-three cents (\$7.73) per hour.

Memorandum of Understanding To the Southern California Drywall Finishers Joint Agreement Effective August 1, 2022 through July 31, 2026

Effective September 1, 2023, there shall be an increase of seven percent (7%) above the existing hourly contribution rate, fifty cents (\$0.50), which brings the pension contribution total to eight dollars and twenty-three cents (\$8.23) per hour.

Effective September 1, 2024, there shall be an increase of five point six percent (5.6%) above the existing hourly contribution rate, forty cents (\$0.40), which brings the pension contribution total to eight dollars and sixty-three cents (\$8.63) per hour.

(b.) San Diego County

Effective September 1, 2022, there shall be an increase of ten point eight percent (10.8%) above the hourly contribution rate, sixty cents (\$0.60), which brings the pension contribution total to six dollars and eleven cents (\$6.11) per hour.

Effective September 1, 2023, there shall be an increase of nine percent (9%) above the existing hourly contribution rate, fifty cents (\$0.50), which brings the pension contribution total to six dollars and sixty one cents (\$6.61) per hour.

Effective September 1, 2024, there shall be an increase of seven point three percent (7.3%) above the hourly contribution rate, forty cents (\$0.40), which brings the pension contribution total to seven dollars and one cent (\$7.01) per hour.

IT IS SO AGREED:

Painters and Allied Trades District Council 36		Western Wall and Ceiling Contractors Association California Finishers Conference	
SIGNATURE	BWST	Albert Carella SIGNATURE	CEO
7/28/22 DATE		July 27, 2002	

Revised: 20220726