

**SOUTHWEST INTERIOR/EXTERIOR MASTER AGREEMENT  
ARIZONA APPENDIX  
2024-2026**

The WESTERN STATES 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.

1. 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, 2024)	<b>\$30.20</b>
<b>Benefits</b>	
Pension	\$3.75
Health & Welfare	\$8.25
Apprenticeship	\$0.41
Vacation	\$1.00
Supplemental Dues	\$1.18
Drywall Industry Fund	\$0.10
Cooperation Committee	\$0.02
Labor-Management Cooperation Committee Fund	\$0.05
Western States Drywall/Lathing Industry Labor- Management Cooperation Committee, Inc	\$0.03
<b>Total Benefits</b>	<b>\$14.79</b>
<hr/>	
<b>Total Package</b>	<b>\$44.99</b>

Foreman receives \$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Vacation and Supplemental Dues will be added to the hourly wage rate, taxed, withdrawn and submitted to the funds.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 \$8.25; or (ii) the Southwest Carpenters Bronze Health and Welfare plan with a contribution rate of \$4.25. 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, 2024**

<b>PERIOD</b>	<b>HOURS</b>	<b>PERCENTAGE</b>	<b>WAGE</b>	<b>BENEFIT CODE</b>
1st Period	1000	55%	\$16.61	(1)
2nd Period	600	60%	\$18.12	(1)
3rd Period	600	65%	\$19.63	(1)
4th Period	600	70%	\$21.14	(2)
5th Period	600	75%	\$22.65	(2)
6th Period	600	80%	\$24.16	(2)
7th Period	600	85%	\$25.67	(2)
8th Period	600	90%	\$27.18	(2)
Journeyman		100%	\$30.20	(2)

**BENEFIT CODES**

- (1) Health and Welfare, Vacation/Supplemental Dues\*, Apprenticeship, Drywall Industry Fund, Cooperation Committee, Labor-Management Cooperation Committee Fund, Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc
- (2) Pension, Health and Welfare, Vacation/Supplemental Dues\*, Apprenticeship, Drywall Industry Fund, Cooperation Committee, Labor-Management Cooperation Committee Fund, Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc

\* 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, 2024      \$2.50 (As Allocated Above)
- July 1, 2025      \$3.25 To Be Allocated (Plus an additional \$0.10 to Drywall Industry Fund)

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 XIV TRUST FUNDS AND COMMITTEES**

ARTICLE XIV Section 1 will be amended to add the following Trust Fund:

1. Labor Management Cooperative Committee Fund
2. Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc

## **ARTICLE XX WORKING CONDITIONS**

ARTICLE XX Section 1 HOLIDAYS shall include Presidents' Day.

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.

ARTICLE XX, add the following Sections:

### **Section 9 TOOL REPLACEMENT**

- (a) The Contractor shall be responsible for the loss of said tools and apparel in case of physical break in or damage by fire, water, equipment, etc., up to the actual value of the tools but not to exceed Six Hundred Dollars (\$600.00) per individual, per year. Reimbursement or replacement shall be made within a reasonable time. Employees shall not be removed from payroll due to lack of tools resulting from such loss, pending replacement or reimbursement. Replacement or reimbursement will be made on removal from payroll or in case of job completion. Tool check in and out may be required by Contractor.
- (b) The Contractor may supply a list of tools necessary for the employee to provide on the job. The Contractor shall be liable for the replacement cost of tools, up to the value of those tools listed for the employee to provide as an option to (a) above.

### **Section 10 TERMINATION SLIPS**

- (a) Termination Slips. The Contractor shall furnish, and complete termination slips for any employee who is terminated, showing the reason therefore, giving one to employee, returning one to the dispatching hall at the time of termination, and retaining one for the company's records.
- (b) In those instances where a termination notice is marked "NOT FOR REHIRE" that employee shall not be re-referred by the Union to the same Contractor.

## **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. **OVERTIME**

- A. The following rates shall apply to overtime work, the only exceptions being those made in the governing shift operations:

**Multi-Shift Operations.** When so elected by the individual Contractor, multi-shift operations may be worked on a shift basis for five (5) or more consecutive days, provided that the individual Contractor notifies the Union, in writing, not less than twenty-four (24) hours in advance of the effective date of starting such multi-shift operations. Such shifts may be worked on the job, or specific units of the job, and there is no restriction on the right of the Contractor to determine the number of craftsmen required per shift.

**Multi-Shift Hours.** When multi-shifts are employed, eight (8) consecutive hours (exclusive of meal period) shall constitute a day's work.

**Special Shifts:**

**Weekends.** When contract specifications or project engineer's and/or architect's written instructions require that work be performed on Saturday or Sunday, crews required for the performance of such work may be scheduled to start their shift at any time. For such work, eight (8) consecutive hours (exclusive of meal periods) shall constitute a day's work for which eight (8) hours straight time shall be paid. All work performed under this section in excess of forty (40) straight time hours for that week shall be paid in accordance with federal law.

**Four Ten-Hour Shifts.** When so elected by the Contractor, consecutive ten (10) hour days during the period Monday through Friday shall constitute a regular work week and shall be paid at the basic straight time hourly rate. The contractor will notify the Union's dispatch office whenever the contractor uses a four-ten-hour shift.

When so elected by the Contractor a staggered 4-10 workweek may be established. Such work schedule shall be established as follows: a) A five-day work week shall be established on the project; b) Employees shall be split into two (2) groups; c) Group A shall work 4-10's Monday through Thursday; d) Group B shall work 4-10's Tuesday through Friday.

Friday shall constitute a make-up day for Group A and Saturday for Group B at straight time wage if for some reason the crew was unable to work due to inclement weather, major breakdown or holidays (when a majority of the crew is unable to work for that day). The crew must be employed for the regular hours for the make-up day. Friday and Saturday make-up are voluntary.

**Night Shift.** When contract specifications or project engineer's and/or written instructions require that work be performed outside regular shift hours, crews required for the performance of such work may be scheduled to start their shift at any time. For such work eight (8) consecutive hours (exclusive of meal periods) shall constitute a day's work for which eight (8) hours straight time shall be paid.

The first shift of the week may be started at any time after 8:00 p.m. on Sunday, without incurring Sunday overtime liability, the below overtime provisions notwithstanding. In such instances, any work performed on Friday P.M. (i.e. the sixth (6th) work shift of the week) would be at the overtime rate.

Special shifts worked under this paragraph, or the immediate above paragraph shall be subject to twenty-four (24) hour advance notice to the Union.

- B. All work performed in excess of ten (10) hours per day will be paid at the rate of time and one-half (1-1/2).
- C. All work performed in excess of forty (40) hours, up to and including seventy-two (72) hours per week; all work performed on Saturday, up to and including twelve (12) hours, shall be paid at the rate of time and one-half (1-1/2), provided forty (40) hours have been worked Monday through Friday.
- D. All work performed in excess of twelve (12) hours per day; all work performed in excess of seventy-two (72) hours per week; and all work performed on Sunday and holidays shall be paid at the double time rate.
- E. When a workman or workmen are required to work without an intervening rest period of at least eight (8) consecutive hours, said workman or workmen shall be paid the applicable overtime rate until such time as they are relieved from all duties for a period of not less than eight (8) hours.
- F. The word "regular" as used in these Working Rules shall not be interpreted to mean that all employees on a shift must begin work at the same time, but it shall mean individual employees must be given notice of change of work shift in advance, and such notice can only be given during a regularly scheduled work shift.
- G. Overtime shall be figured on time increments of not less than thirty (30) minutes.
- H. When overtime work is required, the employee or employees who were performing such work on the straight-time shift shall continue into the overtime period. This rule also applies to Saturday, Sunday, and holiday work. Contractors who wish to work on Saturdays, Sundays and/or holidays shall call the Union office and advise them of the location of the job and the names of the employees they will use.

9. **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

10. **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.

- 11. 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, 2024.

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

Nick Carrillo, Vice President

\_\_\_\_\_  
Name

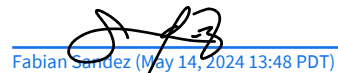


\_\_\_\_\_  
Signature

**WESTERN STATES REGIONAL COUNCIL  
OF CARPENTERS**

Fabian Sandez, Regional Manager

\_\_\_\_\_  
Name

  
Fabian Sandez (May 14, 2024 13:48 PDT)

\_\_\_\_\_  
Signature

**ADDENDUM 1**  
**Labor-Management Cooperative Committee**

Effective June 1, 1992, the Labor-Management Cooperative Committee was established for the purposes of improving and advancing the interests and welfare of employers and employees working within the unionized segment of the carpentry industry and to engage in any other activities permitted under the Labor-Management Cooperation Act of 1978.

Each contractor signatory to or otherwise bound by this agreement shall contribute, effective July 1, 2024, and during the term of this agreement, the sum of \$0.05 for each hour worked by employees performing work covered under the agreement to the Labor-Management Cooperative Committee Fund.

The Committee is a jointly established and administered committee, which will operate pursuant to by-laws, under the direction of a Board of Directors consisting of an equal number of representatives of the contractors and the union. The contractor's signatory to and otherwise bound by this agreement agree to be bound by said by-laws and any and all actions and determination of the Board of Directors of said committee.












# 2024-2026 AZ Drywall-Lathing Memorandum Agreement - AZ Appendix

Final Audit Report

2024-05-14

Created:	2024-05-14
By:	Polly Stroot (pstroot@swcarpenters.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcBM3wj50WvawowV8pAE-hQbmv1pJtQwl

## "2024-2026 AZ Drywall-Lathing Memorandum Agreement - AZ Appendix" History

-  Document created by Polly Stroot (pstroot@swcarpenters.org)  
2024-05-14 - 2:38:24 PM GMT
-  Document emailed to Nick Carrillo (nick@wwcca.org) for signature  
2024-05-14 - 2:38:57 PM GMT
-  Email viewed by Nick Carrillo (nick@wwcca.org)  
2024-05-14 - 3:37:17 PM GMT
-  Document e-signed by Nick Carrillo (nick@wwcca.org)  
Signature Date: 2024-05-14 - 8:44:36 PM GMT - Time Source: server
-  Document emailed to fsandez@wscarpenters.org for signature  
2024-05-14 - 8:44:37 PM GMT
-  Email viewed by fsandez@wscarpenters.org  
2024-05-14 - 8:45:25 PM GMT
-  Signer fsandez@wscarpenters.org entered name at signing as Fabian Sandez  
2024-05-14 - 8:48:11 PM GMT
-  Document e-signed by Fabian Sandez (fsandez@wscarpenters.org)  
Signature Date: 2024-05-14 - 8:48:13 PM GMT - Time Source: server
-  Agreement completed.  
2024-05-14 - 8:48:13 PM GMT