

**2024-2027**

**RESIDENTIAL WALL AND CEILING AGREEMENT**

**BETWEEN**

**PACIFIC RIM DRYWALL ASSOCIATION**

**AND THE**

**WESTERN STATES REGIONAL COUNCIL OF CARPENTERS**

**OF THE**

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

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**2024-2027  
PACIFIC RIM RESIDENTIAL WALL AND CEILING AGREEMENT**

**THIS AGREEMENT** is entered into effective, January 1, 2024 and between the PACIFIC RIM DRYWALL ASSOCIATION, on behalf of its Labor Relations Members, (hereinafter referred to as "Contractors" "Association", or "PRDA",) and the WESTERN STATES REGIONAL COUNCIL OF CARPENTERS, of the United Brotherhood of Carpenters and Joiners of America, for and on behalf of their affiliated Local Unions in the 12 Southern California Counties, (hereinafter referred to as the "Union").

**WITNESSETH:**

**WHEREAS**, the Contractors are engaged in residential wall and ceiling work in the State of California; and

**WHEREAS**, it is the desire of the parties to establish uniform rates of pay, hours of employment, and working conditions for persons employed to perform work covered by this Agreement, employed by the Contractors; and

**WHEREAS**, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto, to the end that the Contractors are assured continuity of operation, the employees and persons employed to perform work covered by this agreement are assured continuity of employment, and industrial peace is maintained and the business of the industry efficiently increased;

**NOW, THEREFORE**, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be independent, it is hereby agreed:

**ARTICLE I  
WORK COVERED BY THIS AGREEMENT**

Section 1: Residential Wood Framed Construction. Work Included. This Agreement shall apply to all wall and ceiling work performed on residential wood framed, wood frame over podium deck construction projects and shall be specifically limited to work performed on private wood frame and wood frame over podium deck construction of all single family residences, apartments, condominiums, bungalows, senior citizen housing, assisted living facilities and adjacent and/or attached structures, motels, inns, hotels or convalescent homes at Contractors' construction sites in the following Southern California counties: Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, San Diego, Imperial, Ventura, Santa Barbara, San Luis Obispo and Kern. The Agreement shall also apply to metal stud framed single family homes in the above counties. The Agreement shall not include any tenant improvement or commercial work.

Section 2: In the event that a Contractor signatory to this Agreement is awarded work on a project that is outside of the coverage of Section 1, or that is subject to different wage requirements, including all Prevailing Wage and commercial projects; or is awarded work subject to an agreement between a developer and the Union which provides for wages different from those established herein, the Union and the Contractor shall enter into a single project agreement for such project, except where the Contractor is already signatory to another

agreement covering such project.

Section 3: WORK INCLUDED

A. Installation of Wall Board

1. Any gypsum wallboard attached to wood framing, in any fashion, including sheer board.
2. Any gypsum wallboard attached to metal framing as described in Section 3C of this Article.
3. Any tile backer board attached to wood framing in any fashion.
4. Any tile backer board attached to metal framing as described in Section 3C of this Article.
5. Any products used to replace gypsum wallboard.
6. Any gypsum wallboard used as a backer for exterior finish systems attached to wood or metal framing as described in Section #C of this Article.

B. Finishing of Wallboard

All taping or finishing (excluding machine applied textures) necessary to prepare said wallboard surfaces to receive paint or wall covering of any type (i.e., paneling, siding or exterior finish systems), including the finish of necessary trims and caulking as needed in order to complete the installation.

C. Metal Framing

1. Incidental metal framing (fireplaces and drops) in residential structures shall be paid at the established hourly rate under Appendix A, Class "B" rate.
2. All metal framing and T Bar installation in the podium deck section of a wood frame over podium deck construction project shall be paid at the established hourly rate under Appendix A, Class "A" rate.

D. Insulation Work

1. Small (boutique) insulation projects may be paid per Appendix A, Helper rate.

E. Lath and Plaster Installation

F. Interior and Exterior Painting

G. Incidental Scaffold work

H. Firestopping

Section 3: WORK INCLUDED AND NOT INCLUDED

Scrapping, stocking, machine-applied texturing (including masking and caulking) and clean-up after spray is included in the scope of work covered by this Agreement but shall be exempt from the provisions of Article II, subcontracting. This means that if the employer employs the employee performing such work on its payroll, then the work and employee shall be covered by this Agreement. All other work shall be excluded from the scope of work of this Agreement.

## **ARTICLE II SUBCONTRACTING**

Section 1: Except as provided in Article I, Section 3, Contractors shall subcontract any work, including solely the furnishing of labor covered by this Agreement, only to any person, firm, corporation, or individual Contractor who is properly licensed and signatory to this Agreement, or signatory to a Master Agreement with the WSRCC, and who agrees to comply with the provisions of this Agreement.

Section 2: The provisions of this Agreement specifically prohibit the use of labor contractors who as a subcontractor furnish workers to perform work covered by this Agreement, or labor brokers who arrange for workers to be placed upon the payroll of any Contractor. A labor broker is any person, firm or corporation who hires or arranges for the hire of employees but who does not supply and is not primarily responsible for the payment for materials used on the job or for the payment of wages to employees working on the job. Foremen and superintendents who are on the Contractor's payroll and who perform work at the Contractor's jobs may continue to arrange for the employment of workers covered by this Agreement so long as the Contractor does not pay a fee for this service and the workers are not required to pay a portion of their earnings to such superintendent or foreman.

Section 3: The primary responsibility for the performance of the obligations under this Agreement lies with the Contractor. Such obligations may not be avoided by the use of subcontractors, payroll services, labor leasing companies or other business arrangements. If a Contractor utilizes services such as a payroll service or labor leasing service, the Contractor shall be obligated to ensure that wages and benefits are properly paid, taxes are withheld and workers compensation insurance is in effect. Such employees must be paid by checks bearing the Contractors name, as employer, and the Contractor shall require any such service to make available to the Union or the Trust Funds, upon demand, all books and records relating to employees performing job site work for the Contractor.

## **ARTICLE III RECOGNITION**

Section 1: The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. Employees and persons employed to perform work covered by this Agreement include Craft Foremen (but exclude salaried employees such as superintendents) who regularly give orders directly to the workers covered by this Agreement.

Section 2: No more than one representative per Contractor, whether he be a sole proprietor, a partner, a shareholder, a member of the board of directors of a corporation, or in any other way interested in the profits of the Contractor, shall be permitted to perform work covered by this Agreement and to work with the tools of the trade. Whenever such single Contractor representative is permitted to use the tools of the trade, he shall not be deemed an employee covered by this Agreement.

Section 3: The Union hereby recognizes the Pacific Rim Drywall Association as the sole and exclusive bargaining representative for its respective PRDA labor relations members ("Members") present and future, who are, or hereafter become members of said conference and agrees that during the term of this Agreement it will not negotiate or enter into any Agreement with such individual conference Member of the Association relative to part or all of the subject

matter covered by this Agreement.

Section 4: This Agreement shall be binding upon each and every PRDA Member with the same force and effect as if this Agreement were entered into by each such conference Member individually. All PRDA Members shall be and continue to remain liable under this Agreement for and during the term hereof, and shall be considered "parties" to this Agreement, irrespective of whether said Members shall attempt to resign from the Association prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of said conference Membership and remain in force for and during the terms of this Agreement. Such PRDA Members shall be bound by any renewals, modifications, or extensions of this Agreement unless they give the Association and the Union written notice no earlier than ninety (90) days and no later than sixty (60) days prior to the expiration date, or any subsequent yearly anniversary date thereafter, of their intent not to be bound by the new or renewed Agreement. The Association shall advise the Union each month of new and resigned conference Members.

#### **ARTICLE IV UNION SECURITY**

Section 1: Every person performing work covered by this Agreement who is a member of any Local Union affiliated with the Union and in employment of a contractor on work covered by this Agreement, on the effective date of this Article IV shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union.

Section 2: Every other person covered by this Agreement shall be required, as a condition of continued employment to apply for and become a member of and to maintain membership in good standing in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person completes his eighth (8th) day of employment. Such application shall be made within eight (8) days after the beginning of such employment for any contractor in the geographical jurisdiction of the Western States Regional Council and employment for any or all contractors shall be accumulated for purposes of determining the running of the eight (8) day period. Membership in the appropriate Local Union shall be available upon terms and qualifications not more burdensome than those applicable at such time to other applicants for membership in the Local Union. Membership in the Union shall be interpreted to mean only those obligations which are legally required and payment of those fees which are chargeable under applicable law.

Section 3: The Contractor shall discharge any employee pursuant to the foregoing Sections upon written notice from the Union of such employee's non-payment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency (e.g. signing the Union Dues Authorization or paying the delinquency to clear the delinquency and avoid termination). The Contractor agrees to furnish a copy of such notice to the employee forthwith.

#### **ARTICLE V HIRING**

In the employment of persons for all work covered by this Agreement the following provisions subject to the conditions of this Article IV shall govern:

Section 1: The Union shall establish and maintain open, non-discriminatory employment lists for

the employment of workers in the work and area jurisdiction of the Agreement. The Contractor may request employees for referral from the Union, but is not obligated to do so.

Section 2: The selection of applicants or persons for referral to jobs shall be on a non-discriminatory basis as to Union membership or lack of membership or Union good standing. The Union shall register and dispatch persons from the employment lists without discrimination as to Union affiliation, and such registration and dispatch shall not be affected in any way by rules, regulations, by-laws, constitutional provisions, or any other aspect or application of Union policies or requirements.

Section 3: Subject to this Article, Contractors shall have complete freedom of selectivity in hiring, and Contractors retain the right to reject any job applicant referred by the Union for any reason. Upon completion of the fifteenth (15<sup>th</sup>) day of employment, the employer may not discharge any employee except for just cause. There shall be no discrimination on the part of the Contractor against any employee for activities on behalf of, or representation of, the Union, provided such activities do not interfere with the proper performance of the person's duties. Grievances involving this Section shall be subject to Article VIII.

Section 4: The Union shall post, in places where notices to applicants for employment with the Contractors are customarily posted, all provisions relating to the function of the hiring arrangements, including the provisions of this Agreement and the provisions of the applicable hiring procedures in each of the contract areas, as set forth above.

Section 5: No representative of the Union shall interfere with the employment relationship between the Contractor and the employees unless specifically permitted by this Agreement, and shall not encourage employees to leave one Contractor to be employed by another Contractor.

Section 6: Any person, including an individual Contractor, aggrieved by the operation of the hiring hall provisions of this section has the right to submit their grievance pursuant to Article VII of this Agreement, provided such submission is made in writing, stating the reasons for the grievance. The arbitration panel or arbitrator shall have full power to adjust the grievance and the decision thereon shall be final and binding upon the person submitting the grievance and all parties thereto. Forms for the submission of any such grievance shall be available at all times in the office of each Local Union or Regional Council. Notices required by this subsection shall be mailed or delivered to the Western States Regional Council of Carpenters, 533 South Fremont Avenue, 10th Floor Los Angeles, California 90071. The date of the postmark or the date of delivery of grievance, whichever is later, shall stop the running of the ten (10) day period set forth in Article VII, Section 6(d). The costs of arbitration shall be borne by the Contract Administration Committee or its successor corporation.

Section 7. Each individual Employer will provide the Union with a list of all current employees and their social security number. Thereafter, the Employer will notify the Union in writing within seven days of the hiring of any new employees.

## **ARTICLE V**

### **STRIKES, LOCKOUTS**

Section 1: It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Article VII that during the term of this Agreement the Union shall not call or engage in, sanction or assist in any strike of any description including but not limited to sympathy strikes, against, or any slowdown, or stoppage of work of the Contractor,

except as specifically provided in Article VI, Section 6 of this Agreement. During the term of this Agreement, a Contractor shall not cause or permit any lockout of the employees covered under this Agreement.

During the term hereof, there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union. All employees covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations affiliated with the Building and Construction Trades Department, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America without regard to past, present or future disputes on jurisdictional claims.

Section 2: In lieu of, or in addition to, any other action in law or in equity, either party to this Agreement may institute the following procedure when a breach of Section 1 of this Article is alleged.

a. The party invoking this procedure shall notify Guy Prihar, who the parties agree shall be the permanent Arbitrator under this procedure. In the event the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by telegram to the party alleged to be in violation of this Article.

b. Upon receipt of said notice the Arbitrator or his alternate shall set and hold a hearing within twenty-four (24) hours if it is contended that a violation still exists.

c. The Arbitrator shall notify the parties by telegram of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. The failure of any party to attend the hearing shall not delay the hearing of evidence or the issuance of the Arbitrator's Award.

d. The sole issue for the Arbitrator shall be whether a violation of Section 1 of this Article has occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If either party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, except damages, and such Award, upon issuance, shall be served on both parties by hand or telecopy, with confirming copies by registered mail if telecopy is used.

e. Such Award may be enforced by a court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to in this Article. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In this proceeding to obtain a temporary order enforcing the Arbitrator's Award, the parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive either party's right to participate in a hearing for a final order of enforcement. The Court's order, or orders, shall be served on the other party by hand delivery to the party's last known address, or by registered mail to such address.

f. Any rights created by statute or other law governing arbitration proceedings inconsistent with the above procedures or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.



g. The fees and expenses of the Arbitrator shall be divided equally between the parties.

Section 3: The procedures contained in this Article shall be applicable only to alleged violations of Section 1 of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged in justification, explanation or mitigation of any violations of this Article, shall be resolved under the grievance and arbitration procedures of Article VII, but the resolution of any such dispute shall not delay or affect in any way the procedures of this Article.

## **ARTICLE VI**

### **GENERAL CONDITIONS**

Section 1: Nothing shall be permitted that restricts production or increases the time required to do the work. 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, tools or labor-saving devices, provided that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with the California Health & Safety Code and with a present well-established custom regulating such use where the work is being performed. The Contractor may assign, without restriction, any task covered by this Agreement to any employee employed under the terms of this Agreement. Two or more employees shall be required in the handling and installation of any panel or assembled panel weighing over 110 pounds.

Section 2: It is mutually agreed that the Contractor and the Union shall fully comply with all of the provisions of Title VII of the Civil Rights Act of 1964, the Presidential Executive Order No. 11246, and the California Fair Employment and Housing Act, to the end that no person shall, on the grounds of sex, race, color, age, national origin, ancestry, religion, medical condition (as defined by California law), pregnancy or pregnancy-related medical condition, marital status, veteran status, sexual orientation, or any other characteristic protected by law, be excluded from participation in, or denied the benefits of, the Agreement or otherwise be subject to discrimination by not having full access to the terms of this Agreement. Nothing in this Agreement shall preclude the employer from complying with its obligation under the Americans with Disabilities Act, including but not limited to providing reasonable accommodation to applicants and employees with a disability, and maintaining the confidentiality of medical information.

Section 3: The Contractor shall not unlawfully discharge or discriminate against any person because of any industrial injury incurred prior to employment, any industrial injury occurring in the course of employment, or the filing of a claim for workers' compensation benefits.

Section 4: Each Contractor shall furnish the Union with an accurate street and number address, as well as mailing address, on a current basis. Any change in address shall be furnished to the Union within ten (10) days after the effective date of the change. A copy of each notification of current address and change of address shall be simultaneously forwarded to the Contract Administration Committee.

Section 5: The Contractor shall perform all work covered by this Agreement with employees working under the terms of this Agreement. The names of all employees shall be carried on the payroll records of the Contractor.

Section 6: (a) Each Contractor shall secure the payment of all trust fund contributions and

wage and money payments (excluding waiting time and liquidated damages) required by this Agreement by posting of a surety or cash bond in the amount of not less than \$20,000.00. Such bond shall be in the Uniform Drywall Bond Form, provided by the Contract Administration Committee or its successor, and shall be maintained in effect at all times during the term of this or its successor Agreement. A copy of said bond shall be posted with the Contract Administration Committee office or its successor corporation and a copy shall be furnished to the Union upon request. The Union will refuse to refer men to, and will withdraw men from, any contractor who has not complied with the provisions of this Subsection and such refusal and/or withdrawal will not constitute a violation of this Agreement.

(b) The parties hereto have agreed to participate in the Grievance Obligation Trust Fund established and operating under the Southern California Drywall/Lathing Master Agreement to satisfy the requirements of this section to secure the payment of all trust fund contributions, wages and money payments (excluding waiting time and liquidated damages) required by this Agreement. Each Contractor or its successor bound to this Agreement shall pay to the Contract Administration Committee, a fee of \$500.00, or such other sum as may be determined by the Directors of the Contract Administration Committee, as such Employer's contribution to the Grievance Obligation Trust Fund.

(c) In the event a Contractor fails to comply with any final decision rendered through the grievance procedures of this Agreement, and fails to make payment of any judgment or award that the Trust becomes obligated to pay, such Contractor's coverage under the Grievance Obligation Trust shall cease. Such Contractor shall then be required to make immediate full restitution to the Trust of all funds so paid, at which time coverage under the Fund will be restored.

(d) If for any reason the Grievance Obligation Trust Fund ceases to function during the term of this or its successor Agreement, then each Contractor shall acquire a Bond as provided in Article VI, Section 6(a) above.

Section 7: The PRDA shall annually furnish the Union with a current roster of its Labor Relations Members. Each Contractor shall notify the Contract Administration Committee or its successor in writing at least thirty (30) days prior to the cancellation or termination of any Bond or other security established pursuant to this Article.

Section 8: Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been, or will be performed, so long as the purpose of the visit is confined to the administration of this Agreement. Where there are visitation restrictions imposed at the job site by other than the individual Contractor, the Contractor will use his best efforts to provide access to the site by the Union representative.

Section 9: Labor price lists per plan shall be made available to the Union upon request. The price list shall be kept confidential and shall not be provided to anyone but union officials and representatives of the Contract Administration Committee, and, if appropriate, an arbitrator. A violation of this confidentiality requirement may be subject to the grievance procedure.

Section 9: In order to avoid unfair competition and to prevent the loss of accumulated worker fringe benefits, the Union agrees that each worker must be dispatched and must work for wages, fringe benefits, and trust fund contributions, under the terms and conditions of this Agreement. The individual employer shall pay the appropriate wages, fringe benefits and trust fund contributions as required by this Agreement, each employer shall execute all documents necessary to effectuate its obligations under this Agreement.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

Section 1: Any dispute, grievance or question concerning the application or interpretation of this Agreement or any claim for violation of wage and hour laws, including, but not limited to claims under the California Labor Code, Industrial Welfare Commission Wage Order 16, and the Fair Labor Standards Act, except those asserted under Article V, Section 2 of this Agreement, shall be determined in accordance with the provisions of this Article as the sole forum for such claims. The Union, on behalf of the employees working under this Agreement, agrees that this grievance and arbitration procedure shall be the sole and exclusive forum for claims by employees for these claims and clearly and unequivocally waives the employees' right to bring such claims in court as provided for in 14 Penn Plaza, LLC v. Pyett, 556 U.S. 247 (2009). Disputes concerning the proper payment of Trust Fund contributions or amount of Trust Fund contributions due and owing may, at the option of any party hereto, be submitted to the provisions of this Article, provided however, that the Trustees of the respective Trust Funds referred to in this Agreement shall not be required as a condition of collecting all amounts due such Trust Funds to submit their claims through the provisions of this Article.

Section 2. The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure

those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Providing for grievance arbitration in a collective bargaining agreement is encouraged by national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. "A

major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement." United Steelworkers of Am. v. Warrior & Gulf Nav. Co., 363 U.S. 574, 577- 78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). D.R. Horton, Inc. v. N.L.R.B., 737 F.3d 344, 361 (5111 Cir. 2013) ("[W]e discern[ ] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause." Citing, Blessing v. Freestone, 520 U.S. 329, 343, 117 S.Ct. 1353, 137 L.E d.2d 569 (1997) (internal quotation marks and citation omitted).

Section 3 The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are

disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure shall provide a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

Section 4: There is hereby established a Joint Residential Adjustment Board for Southern California for all grievances and claims arising under this Agreement, which shall be known as "The Southern California Joint Residential Adjustment Board for the Drywall Industry" (hereinafter "the Board").

(a) The Board shall be composed of four representatives and their alternates selected by the Association and four representatives and their alternates selected by the Union.

In addition to the employer and employee members, the Board shall have as a member an individual who shall be a permanent neutral Arbitrator (to be mutually agreed upon by the parties) who shall sit as the chairman of the Board and shall attend meetings as scheduled. The permanent neutral Arbitrator, who shall have no business connection with either party to this Agreement, shall be authorized to participate in the proceedings and, if the Board otherwise is unable to reach a majority vote, the Arbitrator shall render the deciding vote. The decision of the Board and/or the decision of the Arbitrator, as the case may be, shall be final and binding upon all parties to this Agreement and shall have the effect of a legal judgment.

(b) A quorum of the Board shall consist of two employer members and two Union members along with the Arbitrator. All decisions of the Board shall be by majority vote, with each party having equal voice and vote.

(c) Any individual Contractor against whom a grievance or claim has been filed may, upon written demand received by the Arbitrator at least 10 business days prior to the scheduled hearing, require that the Arbitrator alone make the decision in the case rather than the Board. Further, if the Contractor so elects, the Contractor may also require in its demand that the arbitration be conducted pursuant to the American Arbitration Association's Voluntary Labor Arbitration Rules.

(d) In the event that any individual Contractor fails to appear or refuses to participate in the grievance proceedings, the grievance or claim against said individual employer shall be processed and upon submission by the charging party or parties, the Board or the Arbitrator, as the case may be, shall make a decision concerning said grievance or claim. No decision concerning an individual Contractor who fails or refuses to appear shall be made unless the neutral arbitrator issues said decision.

Section 5: The Board, or the Arbitrator acting pursuant to this Article, shall have the power to adjust grievances and disputes, make awards of back pay, levy fines for violations of the Agreement, and assess liquidated damages in accordance with the provisions of this Agreement, which shall be final and binding upon all parties to this Agreement. The Board may, as part of a remedy in any case before it, order an increase of the bonding requirements specified in this Agreement up to a maximum of \$60,000.00, or an amount equivalent to the average trust fund contributions for the three (3) highest contributing months within the previous twelve (12) month period, whichever is greater, and may specify the effective date of such

bonding requirements.

The parties recognize and acknowledge that compliance with the requirements to pay wages and fringe benefits, and to abide by the provisions of this Agreement, is essential for maintenance of this Agreement, the health and safety of workers covered thereunder, and fairness to all parties (including the Union, employees and employers in the industry), and that it would be extremely difficult if not impossible to fix the actual expense and damage to the workers, the Union, and the industry for any failure to comply with any of the provisions of this Agreement. Any liquidated damages assessed by the Board or the Arbitrator shall become due and payable to the Board as liquidated damages and not as a penalty. Neither the Board nor the impartial Arbitrator shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement except as provided in Article XV - Labor Cost Changes.

Section 6: In addition to any rules and procedures which the Board may adopt, the Board and the permanent neutral Arbitrator shall be governed by the following provisions:

(a) All proceedings shall be done in an expedited manner and no briefs, transcripts or written opinions shall be required unless specifically requested by any parties to the grievance or unless ordered by the permanent neutral Arbitrator. The parties specifically agree that the permanent neutral Arbitrator shall not be required to render an expanded opinion in any case unless requested prior to the commencement of the proceedings.

(b) The Board shall meet within forty-five (45) days of the date a grievance is submitted and shall establish regular monthly meetings for the purpose of hearing all grievances that have been timely filed since the last monthly meeting. The Board shall provide notice of time and place of hearings to all persons having business before the Board and shall establish regular meeting places and a mailing address for all matters. All proceedings of the Board shall be held in the City of Los Angeles unless it is mutually agreed to move the proceeding to another location.

(c) The expenses of the Board and the permanent neutral Arbitrator, including all costs of court reporters or otherwise, shall be paid by the Contract Administration Committee or its successor corporation provided that all fines, assessments, or liquidated damages which are not awarded to individual employees, the Trust Funds, or the Contractor(s) shall be retained by the Board to defray expenses. Any surplus funds shall be turned over to the Contract Administration Committee for the sole and exclusive use by said Committee.

(d) Any grievance or dispute to be submitted shall be presented to the Board within ten (10) days after the complaining party has knowledge of the facts giving rise to a dispute. Forms for the submission of any such grievance shall be available at all times in the office of each Local Union or Regional Council. Notices required to be sent to the Union by this subsection shall be mailed or delivered to the Western States Regional Council of Carpenters, 533 South Fremont Avenue, 10th Floor, Los Angeles, California 90071. The date of the postmark or the date of delivery of grievance, whichever is later, shall stop the running of the ten (10) day period. Notice by the Union to the Contractor, and the PRDA, of a potential grievance shall stop the running of the ten (10) day period until such time as the Contractor has notified the Union in writing that no settlement is possible, at which time the Union shall have (10) days from the date of that notice to present the grievance or dispute to the Board.

(e) Whenever possible before submission of the dispute to the Board, representatives of the Union and the individual Contractor shall attempt to adjust the matter. If after twenty-four (24)

hours the matter cannot be adjusted between the respective parties, either party may submit the matter to the Board, which shall render a decision within the limits and subject to the provisions of this Article and applicable rules and regulations.

(f) The Board or Arbitrator may, as part of a remedy, require a Contractor to submit weekly reports of workers and amounts earned to the Contract Administration Committee or its successor corporation.

(g) In any grievance in which the Arbitrator is requested to issue an expanded opinion, the Arbitrator shall not be required to render such an opinion unless the party requesting the same guarantees to pay any additional charges or expenses of such services. The decision of the Arbitrator or of the Board shall be issued within thirty (30) days following completion of the proceedings.

(h) Charges and expenses incurred as the result of a special hearing or hearings heard on days other than the regular scheduled meeting date of the Board, shall be payable by the party requesting such special hearings and shall not be the responsibility of the Contract Administration Committee or its successor corporation.

(i) The Board or Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

(j) The Board or Arbitrator shall not have any authority to award relief that would require amendment of their Agreement or other agreement(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of this Agreement or other agreement(s) between the Union and a Contractor or the Contractors.

Section 7: A decision of the Board or the decision of the permanent neutral Arbitrator shall be enforceable by petition to confirm an arbitration award filed in the Superior Court of the City and County of Los Angeles for all proceedings of the Southern California Joint Residential Adjustment Board. Alternatively, such petition may be filed or tried in the United States District Court for the Central District of California. Any party who fails or refuses to comply with the decisions of the Board or an award of the permanent neutral Arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any successful petition to confirm and enforce said decision or award in addition to all other remedies available through law.

## **ARTICLE VIII EXISTING AND OTHER AGREEMENTS**

Section 1: All existing labor agreements between the Contractors and the Union, covering the type of work covered by this Agreement, are automatically canceled and suspended by this Agreement.

Section 2: It is agreed that any Contractor accepted for labor relations membership in the

PRDA shall become a party to this Agreement and, after becoming a party, shall be entitled to the benefits and be subject to the obligations hereof in lieu of any individual agreements he may have with the Union at that time with respect work to work covered by this Agreement.

Section 3: (a) In the event the Union enters into any other agreement for the Residential Wall and Ceiling industry with other employers or employer associations in the area covered by this Agreement which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, at the option of the PRDA, the PRDA may adopt the more favorable provisions of such agreement which will supersede less favorable provisions of this Agreement. It is understood that the PRDA may not elect to adopt the more favorable terms of such agreement unless it also adopts provisions of such agreement which may be less favorable than those contained in this Agreement.

(b) In the event the Western States Regional Council of Carpenters establishes Area Agreements as defined herein, which include special conditions for work covered by this Agreement, those special conditions shall be made available to the PRDA or individual PRDA Members who wish to perform the designated work in the same locality as provided for in that Area Agreement. An "Area Agreement" is an agreement for residential drywall work. The provisions of this paragraph will not apply to Special Project Agreements which may be negotiated in any area of this Agreement.

(c) The Western States Regional Council of Carpenters will promptly notify the PRDA, in writing, of any amendment, modification, exception or addendum to this Agreement which might be negotiated in any area covered by this Agreement between the Western States Regional Council of Carpenters, an individual employer or group of employers. The Union shall also promptly notify the PRDA before the Union enters into any negotiations with any other employer or groups of employers regarding work covered by this Agreement. The Western States Regional Council of Carpenters will promptly notify the PRDA, in writing, of any Area Agreement which might be negotiated in any area covered by this Agreement

Section 4: (a) Each Contractor signatory hereto agrees to be bound by the provisions of this Agreement and agrees to execute any necessary documents in order to become signatory to this Agreement, whenever he or it performs work within the scope of this Agreement as a joint employer, single employer or alter ego, as defined by the cases interpreting the National Labor Relations Act. The Contractor further agrees in such cases to notify the Union of the name or names under which he or it conducts work covered by this Agreement.

(b) No change in name, style, or organization of the business, as set forth in the immediately preceding paragraph of this Article, of a signatory Contractor shall operate to defeat the application of this Agreement to said business for the work covered by this Agreement. In the event of any such change in the form of the signatory Contractor's business organization, the terms and obligations of this Agreement shall continue in full force and effect as to the employing organization.

Section 5: (a) All charges of violations of Section 4 of this Article shall be considered a dispute under this Agreement, and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes as provided in Article VIII of this Agreement. As a remedy for violations of Section 4 of this Article in the Arbitrator (or Board) provided for in Article VII may in its discretion at the request of the Union, require an employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations , and

(2) pay into the affected benefit funds or to the Contract Administration Committee established by this Agreement any delinquent contributions which have resulted from the violations.

(b) If, as a result of violations of this Section, it is necessary for the Union, the Contract Administration Committee, and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with this Section, or to defend an action which seeks to vacate such award, the prevailing party shall be awarded its costs of litigation.

(c) If this Article is declared to be unlawful, the parties will negotiate similar language that will give the Union and the Contractors equivalent, but lawful, protection.

Section 6: To the extent permitted by law, no sale, merger, consolidation, transfer, or arrangement for benefit of creditors, whether such is by operation of law or otherwise, shall occur unless and until all financial obligations of the signatory Contractor due under this Agreement are paid in full. Financial obligations shall include but not be limited to all wages, all trust fund contributions, and all outstanding monies due pursuant to awards of the Joint Residential Adjustment Board or arbitrator. The Union shall not be required to recognize any new or changed entity unless and until the above obligations are met.

## **ARTICLE IX JOB REGISTRATION**

Section 1: Each Contractor shall notify the Union in writing, on a uniform job registration form to be provided by the Contract Administration Committee or its successor corporation, 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 Contractor shall notify the appropriate Union by telephone or facsimile, giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Contractor to the Contract Administration Committee within 48 hours thereafter.

Section 2: In the event an employer takes over the performance of a contract covered by 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.

## **ARTICLE X DRYWALL CONTRACT ADMINISTRATION COMMITTEE**

Section 1: Each Contractor shall contribute the amount specified in Appendix A of this Agreement to the Contract Administration Committee (herein "CAC") and such contributing Contractor agrees to be bound by all of the provisions of the By-Laws and Articles establishing the Contract Administration Committee, as such may from time to time be amended or supplemented. These funds shall be utilized by the CAC to administer and enforce the provisions of this Agreement.

Section 2: The CAC shall employ persons in the capacity of field investigators who have extensive knowledge in the scope of work covered by this Agreement. Such field investigators shall be authorized and shall be provided with special credentials authorizing them to visit



and/or investigate any job site properly within the area of coverage of this Agreement and to gather information from any employee, employer, Union representative or employer association or representative covered by this Agreement.

The field investigators shall assist in the enforcement of the Job Registration requirements, including verification of registered and non-registered job sites with footage estimates in connection therewith. Field investigators of the CAC shall also investigate complaints arising in connection with the wage and benefit provisions of this Agreement and report such complaints to the CAC.

Section 3: The CAC is authorized to assist the Union and the Association in any program or programs instituted by those organizations similar to the purposes and objectives of the CAC. Further, the CAC shall be authorized to cooperate with and exchange information with other construction industry craft programs whose purposes and objectives are similar to those specified therein.

Section 4: In addition to the above specified areas of responsibility, the CAC field investigators shall record any evidence of alleged violations discovered as set forth in Section 2 of this Article. Such evidence of violation shall immediately be forwarded in writing to the appropriate parties to this Agreement. The CAC shall file charges with the Joint Residential Adjustment Board in connection with the evidence of alleged violations of the Agreement with respect to job registration requirements, reporting of benefit units, payment of proper wages, benefit fund contributions and contributions to the CAC, and bond requirements.

## **ARTICLE XI**

### **AUDIT AND CONTRACT ENFORCEMENT**

Section 1: Each individual Contractor shall maintain and make available, upon written request by the Contract Administration Committee ("CAC"), to auditors designated by said CAC all records of all firms believed to be compensating Drywall employees covered by this Agreement in which that Contractor has a financial interest and which are alter egos, joint employers or single employers of a signatory Contractor as those terms are defined under the case law interpreting the National Labor Relations Act. Said auditors shall be permitted to review and copy any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such individual Contractor during business hours at a reasonable time or times to examine and copy such books, records, papers, or reports of such individual Contractor as may be necessary to determine whether or not the individual Contractor is making full and prompt payment of all sums required by this Agreement. Said records shall include, but not necessarily be limited to, all job cost records, general check register and check stubs, bank statements and canceled checks, general ledger, workers' compensation insurance reports, financial statements, employer time cards, payroll journals, individual earning records for all employees, forms W-2 and 1099 remitted to the U.S. Government, health and welfare and pension reports for all other trades, cash receipts journal, copies of all contracts, and all material invoices.

Section 2: In case an individual Contractor audited by the CAC is found to have materially breached the Agreement in the amount or manner of making contributions to the Trust Funds and Contract Administration Committee required under the Agreement, such individual Contractor shall be liable for the expenses of such audit, all expenses of collection as well as reasonable attorneys' fees, in addition to any other liabilities and expenses set forth under this

Agreement or the agreement and declaration of trusts establishing the fringe benefit procedures and obligations herein.

Section 3: In case an individual Contractor fails or refuses to submit to audit or fails or refuses to confirm an audit appointment within seven (7) days following demand, the CAC or any of the parties hereto may file an action to compel audit entry without regard to the grievance and arbitration procedures set forth in Article VII of this Agreement. Any action to secure compliance with the provisions of this Article, or to secure audit entry in order to perform such audits as may be required or requested pursuant to this Agreement, shall be brought and tried in a court of competent jurisdiction located within the city limits of Los Angeles, and each party to such action expressly waives any right to change the venue of such action to any other place. If any individual Contractor refuses audit entry as required by this Agreement, and if an action is filed to complete audit entry, the individual Contractor shall be required to pay reasonable attorneys' fees and costs incurred by such failure in addition to any other relief which may be ordered by a court of competent jurisdiction.

Section 4: The CAC shall submit evidence of any alleged violation of this Agreement to the PRDA and the Western States Regional Council of Carpenters, and shall then submit the matter to the Joint Residential Adjustment Board for adjudication as though the complaint or grievance were filed by the Union, an individual Contractor or an individual worker.

Section 5: In case the auditors designated by the CAC conduct an audit and determine that a Contractor has violated the provisions of this Agreement for benefit units earned (or paid for) or if adequate records are not made available to allow the auditor to make his determination in that regard, then the auditors shall calculate or estimate gross compensation including any remuneration or compensation permitted in this Agreement from whatever information is available. This amount determined to be the gross compensation multiplied by the appropriate factor and limited by any maximum contribution factors, and then multiplied by the appropriate fringe benefit contribution rate according to this Agreement, shall be considered due the respective Trust Funds.

The failure to register and/or accurately report footage on jobs as required by Article IX, Section 1 of this Agreement and/or the failure to report accurately all amounts earned in a given period to the respective Trust Funds or Contract Administration Committee and/or to pay fully the required amounts to said Trust Funds or Contract Administration Committee as required by this Agreement shall constitute prima facie evidence of intent to violate this Agreement and shall require the auditors to apply the above -stated formula to determine the amount due the respective Trust Funds or Contract Administration Committee. The amount determined to be due by the application of the above formula shall be paid by the individual Contractor to the respective Trust Funds and Contract Administration Committee, unless challenged through the grievance procedure under Article VII of this Agreement within ten (10) days from the date of receipt of the demand for payment.

If the Contractor fails to pay that amount and if a grievance is filed, the Joint Residential Adjustment Board or arbitrator shall be authorized to assess damages in addition to any other remedies deemed appropriate by the Joint Residential Adjustment Board or the arbitrator.

Section 6: The failure to register and/or accurately report footage on jobs as required by this Agreement shall entitle all of the Trust Funds to assess fringe benefits based upon the reports of the CAC field personnel as to their estimate of the footage that should have been paid on the particular job or jobs. Such estimate shall be conclusive evidence of the amount due and owing

unless the estimate is found by the Joint Residential Adjustment Board and/or the arbitrator to be arbitrary and capricious.

**ARTICLE XII**  
**GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, the remainder of the Agreement nevertheless shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provision of this Agreement is held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance of that provision.

It is the intent of the parties of this Agreement that each and every one of the provisions of this Agreement, singly and as a whole, be fully in accordance with Federal and State law. Interpretation of this Agreement and of each of the provisions of this Agreement is therefore intended to apply no more broadly than is permitted by law.

**ARTICLE XIII**  
**WORKING CONDITIONS**

Section 1: HOLIDAYS Recognized holidays shall be:

Recognized holidays shall be:

New Year's Day  
Memorial Day                      Thanksgiving Day  
Independence Day                  Christmas Day  
Labor Day

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. The Day after Thanksgiving shall be a voluntary work day, any one wishing to take the day as a holiday may do so without pay.

Section 2: WORKDAY

(a) No person shall be required to work more than five (5) consecutive hours without a one-half(½) hour meal period. Forty (40) hours shall constitute a week's work.

(b) All hours in excess of forty (40) in a week shall be considered overtime and compensated at the rate set forth in this Agreement. No employee shall work overtime unless expressly authorized to do so, in writing, by the Contractor. Violation of this prohibition constitutes just cause for discharge.

(c) All overtime shall be paid at one and one-half times the applicable regular hourly rate of pay.

(d) Any time worked from Sunday 8:00 a.m. to 12 midnight Sunday or on holidays shall be paid at two times the applicable hourly rate. Overtime pay shall not be pyramided with Sunday and holiday pay.

(e) Wage Order 16 of the Industrial Welfare Commission of the State of California, Department of Industrial Relations, is incorporated herein in its entirety. Any alleged violation of Wage Order 16 shall be subject to the grievance and arbitration provisions of Article VII of this Agreement.

**Section 3: PAYMENT OF WAGES**

- (a) Workers ordered by the Contractor or his representative to report for work for whom no employment is provided shall be entitled to \$30 pay and appropriate trust fund contributions will be made, except where the Contractor is prevented from providing the work by inclement weather or acts of God or circumstances beyond the Contractor's control.
- (b) Discharged workers or workers who quit the job voluntarily shall receive pay for amounts earned only.
- (c) Parking expense shall be reimbursed when free parking does not exist within three blocks of the job site, providing the employee presents his parking receipts to the Contractor.
- (d) All wages due workers must be paid weekly on the designated day by the Contractor on the job site prior to the end of the shift. Each employee shall be furnished with a detachable check stub showing the Contractor's name and address, the employee's name and social security number, total straight time hours, total overtime hours, total expense reimbursements, the payroll period, month, day and year for which the check is applicable, and all deductions. The Contractor shall maintain an adequate time record identifying the individual worker and setting forth a daily record of hours worked by each such worker. The employee will not be required to sign a waiver of lien to receive his current wages. No employee or applicant for employment shall be, except as permitted by law, required to sign or fill out any form, document, or questionnaire pertaining to medical history or medical conditions as a condition of obtaining or retaining employment.
- (e) After the first known instance of a payroll check not properly clearing the bank, the Union may demand that all future payment of wages by the Contractor whose check did not properly clear shall be made by certified check until financial stability is demonstrated to the Union. In either case, the accompanying payroll records shall be included. The Union has the obligation to notify the Contract Administration Committee, as well as all other trust funds of the name of any Contractor whose payroll checks are not honored by his bank.

**ARTICLE XIV**  
**WAGES AND BENEFITS**

Wages and benefits shall be paid at the rates set forth in Appendix A of this Agreement.

**ARTICLE XV**  
**LABOR COST CHANGES**

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers. To implement the intent of this paragraph, the parties to this Agreement hereby establish a committee composed of three (3) representatives appointed by the Union

and three (3) representatives appointed by the PRDA. This Committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve or obtain work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement. Should the Committee be unable to agree upon such changes, the Contractor or Union representative(s) may submit the issue to the neutral arbitrator appointed under Article VII. The arbitrator shall expedite the hearing and implement the proposed change(s) if he finds that the change(s) will enhance the competitive position of the Contractor s in securing or preserving work for employees covered by this Agreement.

**ARTICLE XVI**  
**VACATION, SICK LEAVE, AND PAID TIME OFF / SUPPLEMENTAL DUES**

Section 1. The Contractor shall make hourly contributions in accordance with the terms and provisions of Appendix A of this Agreement, and any renewals or subsequent Agreements, and the Agreements establishing: (1) the Southwest Carpenters Training Fund, dated May 1, 1960; (2) the Southwest Carpenters Vacation Trust, dated 1962; and any amendments, modifications, extensions, supplementations and renewals of such Agreements and the Trust Agreements.

Section 2. The Contractor agrees to pay the Southwest Carpenters Training Fund and the Southwest Carpenters Vacation Trust, the sums in the amounts and manner provided for in Appendix A of this Agreement and further agrees to be bound by the Trust Agreements and Rules and Procedures adopted by the Trustees and Directors of the Trust Funds and Committee(s) referred to herein, and all amendments, modifications, extensions and renewals thereto.

Section 3. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Trust Agreement establishing the Southwest Carpenters Pension Trust, the Agreement establishing Southwest Carpenters Health & Welfare Trust, the Agreement establishing Southwest Carpenters Vacation Trust, the Agreement and Declaration of Trust establishing the Southwest Carpenters Training Fund, and the Carpenters-Contractors Cooperation Committee By-Laws and the Western States Drywall/ Lathing Industry Labor-Management Cooperation Committee, Inc., along with representatives designated by the Residential Contractors Association and representatives of the United General Contractors, Inc., as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement and Trust Agreements and By-Laws.

Section 4. **SUPPLEMENTAL DUES**

(a) Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employees written authorization to do so, deduct the sum established under the terms of Appendix A of this Agreement per hour paid or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid to the Vacation Trust by this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing January 1, 2024 as Special Supplemental Dues. In implementing the Carpenters Southwest 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.

(b) Said Supplemental Dues shall 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 shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article shall, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been shall 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 shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of either the Agent or the Vacation Trust. The Union shall 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 shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall 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 (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, shall have revoked such authorization.

## **ARTICLE XVII**

### **TERM OF AGREEMENT**

Section 1: This Agreement shall go into effect January 1, 2024 and remain in full force and effect without change or modification to and including December 31, 2027. The Agreement shall continue to remain in full force and effect from year to year thereafter without change or modification, unless on the parties hereto gives written notice to the other party for proposed changes or modifications at least sixty (60) days, but in no event more than ninety (90) days prior to December 31, 2024. Notice under this Article XVII shall be written from one party to other, and mailed postage prepaid, registered mail and must be received by the other party within the designated window period to be effective.

Negotiations upon proposed modifications or amendments pursuant to proper notice shall, unless extended by mutual agreement, begin no later than 30 days prior to December 31st, and continue until agreement is reached; provided, however, that if no agreement is reached by December 31st, the representatives of either party acting on their own behalf, may thereafter give written notice of intention to terminate this Agreement. Regardless of the giving of such notice of intention to terminate, the parties shall continue to negotiate until agreement is reached or until the Agreement has been terminated by giving written notice of final termination. The Agreement shall be deemed terminated on the date specified in such written notice of final termination. Parties as used herein includes, both the Association and any individual contractor bound to this Agreement.

**PACIFIC RIM DRYWALL ASSOCIATION**

**WESTERN STATES REGIONAL COUNCIL  
OF CARPENTERS**

By: Steven Arteaga

By: 

Print Name: Steven Arteaga

FRANK HAWK, Executive Secretary-  
Treasurer

Title: Chairman of Negotiating Committee

Dated: 1/17/2024

**APPENDIX A RATES AND BENEFITS**

Minimum wage rate during the term of this Agreement shall be not less than 30% more than the applicable State Minimum wage. The following wage rates will apply on all work covered by this agreement:

Class "A"	\$32.00
Class "B"	130% of the Minimum Wage
Helper	130% of the Minimum Wage

Class "A" Workers shall be those performing the following work:

- Metal Stud Framing work as described in Article 1, Section C-2.

Class "B" Workers shall be those performing drywall installation, finish, lath and plaster, painting and firestopping.

Helpers shall provide support to Class A and Class B workers, they shall not perform Carpenter craft work.

- Small (boutique) insulation projects may be performed under this rate.

The following incentive rates as a price per square foot may be paid on top of the above minimum hourly wage:

	Single Family	Multi-Family
<b>IE / Kern / Gold Coast</b>	\$0.14	\$0.15
<b>LA / OC / SD</b>	\$0.16	\$0.17

Single family work under this agreement shall be defined as work performed on single family homes or multifamily slab-on-grade construction of 400 units or fewer.

**Contributions Payable to the Trust Funds:**

The Parties having met and conferred have established the following targets for yearly increases with the ultimate goal of creating a pathway to the 2027 rates. Both the Union and the Contractors agree that changes in market conditions and market share will have impact on the feasibility of these numbers.

To that end, the Parties agree to meet on a yearly basis, at least three (3) months prior to the proposed increases to discuss wages and benefits. The Union agrees to negotiate in good faith to delay increases where market conditions do not allow for the negotiated increases.

Effective January 1, 2024:

	<b>Single Family / Helper</b>	<b>Multifamily</b>	
		<b>Class A</b>	<b>Class B</b>



Wage	130% Minimum Wage	\$32.00	130% Minimum Wage
Vacation, Sick Leave, and Paid Time Off / Supplemental Dues	\$0.00	\$0.12	\$0.12
Contract Administration Committee	\$0.00	\$0.05	\$0.05

There will be a thirty-five (35) hour cap on all contributions. This cap will be based on the benefit unit calculation contained in the previous PRDA agreement with a factor of 0.0445.

All projects bid prior to January 1, 2024 will be exempt from the above rates and contributions, but shall be paid at 130% of the State minimum wage. Two cents of CAC contribution will be paid to the PRDA.

Effective January 1, 2025:

	Single Family / Helper	Multifamily	
		Class A	Class B
Wage		Wage Opener	
Vacation, Sick Leave, and Paid Time Off / Supplemental Dues	\$0.00	\$0.30 / \$0.15	\$0.30 / \$0.15
Contract Administration Committee	\$0.00	\$0.05	\$0.05

There will be a thirty-five (35) hour cap on all contributions. Two cents of the CAC contribution will be paid to the PRDA.

Effective January 1, 2026:

	Single Family / Helper	Multifamily	
		Class A	Class B

Wage	Wage Opener		
Vacation, Sick Leave, and Paid Time Off / Supplemental Dues	\$0.15	\$0.60 / \$0.25	\$0.60 / \$0.25
Contract Administration Committee	\$0.00	\$0.17	\$0.17

There will be a thirty-five (35) hour cap on all contributions. Nine cents of the CAC contribution will be paid to the PRDA.

Effective January 1, 2027:

	Single Family / Helper	Multifamily	
		Class A	Class B
Wage	Wage Opener		
Vacation, Sick Leave, and Paid Time Off / Supplemental Dues	\$0.30	\$0.90 / \$0.35	\$0.90 / \$0.35
Contract Administration Committee	\$0.00	\$0.17	\$0.17

There will be a forty (40) hour cap on all contributions. Nine cents of the CAC contribution will be paid to the PRDA.

No individual currently being paid a higher base wage than those contained in this Agreement shall receive a wage decrease as a result of this Agreement.

All local window dues (otherwise known as working dues) owed by members shall be deducted from the amount contributed as supplemental dues until January 1, 2027. The Union shall receive these amounts and redirect the appropriate window dues amount to the Local Union – during this time period, where supplemental dues are insufficient to cover window dues, such shortages shall be forgiven. The amount remitted by the Council to the Local shall be the greater of the Local Dues amount times the number of members remitted on, or the total amount of per capita paid by the Local on behalf of the members covered under the terms of this agreement; where the total supplemental dues amount is not sufficient to cover. Effective January 1, 2027 members shall become responsible for the payment of their own window dues.

**HEALTHY WORKPLACE HEALTHY FAMILY ACT OF 2014**

The parties hereto agree, to the fullest extent permitted, that upon the payment of \$1.25 or more per hour in the Vacation, Sick Leave, and Paid Time Off Trust for any classification of employee, the Agreement shall operate to waive any and all provisions of the Healthy Workplace Healthy Family Act of 2014, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Agreement. Contractors

wishing to be covered under this provision shall notify the Union of this and execute a side letter requiring the immediate payment of \$1.25 in vacation contributions along with all other contributions due under the terms of this Agreement. All other contractors shall be required to comply with State sick leave laws.

### **MEMORANDUM OF UNDERSTANDING**

The Western States Regional Council of Carpenters and its affiliated local unions ("Union"), on the one hand, and the parties (hereinafter "Parties") to the Southern California Residential Wall and Ceiling Agreement ("Agreement") that will expire on December 31, 2027. The Parties to this Agreement hereby agree the following Recitals and Resolutions in this Memorandum of Understanding ("MOU") shall be part of that Agreement for the purpose of availing themselves of the exemption that the Private Attorney Generals Act, in particular Labor Code § 2699.6, extends to collectively-bargained contractors in the construction industry.

### **RECITALS**

**WHEREAS**, Governor Jerry Brown signed Assembly Bill 1654 ("AB 1654") on September 19, 2018, which added Section 2699.6 to the Labor Code;

**WHEREAS**, AB 1654 exempts from the coverage of the Private Attorney Generals Act (Part 13 of Division 2 of the Labor Code (commencing with Section 2698)) ("PAGA") any "employee in the construction industry," as that term is defined by Labor Code § 2699.6(d), with respect to work performed under a valid collective bargaining agreement that meets the requirements of AB 1654, in particular, Labor Code § 2699.6(a) ("Exemption");

**WHEREAS**, the application of that Exemption requires satisfaction of certain conditions set forth in Labor Code § 2699.6(a)(1)-(3), which mandates that a collective bargaining agreement such as this Agreement contain wages, hours of work, and working conditions of employees, premium wage rates for all overtime hours worked, and for the employee to receive a regular hourly pay rate of not less than 30 percent more than the state minimum wage rate and the following provisions:

- (1) Prohibits all of the violations of the Labor Code that would be redressable pursuant to PAGA, and provides for a grievance and binding arbitration procedure to redress those violations.
- (2) Expressly waives the requirements of PAGA in clear and unambiguous terms.
- (3) Authorizes the arbitrator to award any and all remedies otherwise available under the Labor Code, provided that nothing in this section authorizes the award of penalties under this part that would be payable to the Labor and Workforce Development Agency.

**WHEREAS**, Article VII of this Agreement contains provisions authorizing the filing of a grievance which can be pursued to final and binding arbitration ("Grievance / Arbitration Machinery");

**WHEREAS**, the Parties wish to avail themselves of this Exemption by agreeing to the terms of this MOU;

**WHEREAS**, all Recitals shall be deemed Resolutions and all Resolutions shall be deemed Recitals.

**RESOLUTIONS**

**WHEREFORE**, the parties clearly and unambiguously waive the provisions of PAGA, and agree that none of the provisions of PAGA shall apply to any of the employees covered by this Agreement;

**WHEREFORE**, the parties agree that the Union may file a grievance pursuant to this Agreement's Grievance/ Arbitration Machinery and such a grievance can assert violations of the Labor Code that are redressable by PAGA, which include those sections enumerated in Labor Code §§ 2699.5 and 2699(f) and any others to ensure application of the Exemption;

**WHEREFORE**, an arbitrator presiding over an arbitration conducted pursuant to the Grievance/ Arbitration Machinery shall have the authority to make an award of any all remedies otherwise available under the Labor Code except for an award of penalties that would be payable to the Labor and Workforce Development Agency, and that any Labor Code violations asserted by the Union that are redressable by PAGA will be deemed violations of this Agreement if so found by the arbitrator;

**WHEREFORE**, the parties agree that the terms of this MOU meet all conditions for application of the Exemption in AB 1654.

**PACIFIC RIM DRYWALL ASSOCIATION**

**SOUTHWEST REGIONAL COUNCIL OF  
CARPENTERS**

By: Steven Arteaga

By: 

Print Name: Steven Arteaga

Print Name: Frank Hawk

Title: Chairman of Negotiating Committee

Title: Executive Secretary-Treasurer

Dated: 1/17/2024

Dated: 01/17/2024

