SOUTHWEST REGIONAL COUNCIL OF CARPENTERS  
ARIZONA DRYWALL/LATHING MEMORANDUM AGREEMENT  
2008-2010

It is agreed between the undersigned, (hereafter "Contractor"), and the Southwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America in the State of Arizona, the State of Nevada, the State of Utah, the State of New Mexico (including portions of West Texas), and in the 12 Southern California Counties; namely, Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, Mono, and San Diego, (hereafter "Union"), in consideration of services performed and to be performed by Carpenters for the Contractor, as follows:

1. The Contractor agrees to comply with all the terms, including wages, hours, and working conditions and rules as set forth in the Agreement referred to as the Southern California Drywall/Lathing Master Agreement (hereafter "Master Agreement") between the Western Wall and Ceiling Contractors Association, Inc. (hereafter "Association") and the Southwest Regional Council of Carpenters dated July 1, 2006, and any extensions, renewals or subsequent Master Agreements, and the Agreements establishing: (1) The Southwest Carpenters Pension Trust, dated September 14, 1959; (2) The Southwest Carpenters Health & Welfare Trust, dated February 8, 1955; (3) The Southwest Carpenters Training Fund, dated May 1, 1960; (4) The Southwest Carpenters Vacation Trust, dated April 1, 1962; (5) The Construction Industry Cooperation Committee, dated October 1, 1986; (6) The Drywall/Lathing Industry Labor Management Cooperation Committee, Inc. and (7) The Southern California Drywall Industry Fund; (hereafter collectively referred to as the "Carpenters Trust Funds") and any amendments, modifications, extensions, supplementations and renewals of such Agreements and the Trust Agreements and any agreements establishing other benefits or plans negotiated by the Union and the Association signatory to such Master Agreement. Work performed in Arizona, Nevada, New Mexico and Utah shall be performed under the wages and working conditions applicable to those areas.

Except as specifically excluded by this Drywall Memorandum Agreement, such Drywall/Lathing Master Agreement, as well as the Carpenters Agreements known as the United General Contractors Southern California Master Labor Agreement, the United Builders and Contractors Labor Agreement for Southern Nevada, the Associated General Contractors Master Agreement for Northern Nevada, the Associated General Contractors Master Agreement for New Mexico and the Arizona Builders’ Alliance Labor Agreement for Arizona, the Utah Master Building Agreement and the Trust Agreements identified in those collective bargaining agreements, are specifically incorporated herein by reference and made a part of this Drywall Memorandum Agreement.

2. The Contractor agrees to pay contributions to the Carpenters Trust Funds (or the Lathers’ Pension Fund, where appropriate) in the amounts and manner provided for in the relevant Master Agreement and further agrees to be bound by the Trust Agreements and all amendments, modifications, extensions and renewals thereto.

3. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Agreements establishing the various Carpenters Trust Funds and the Lathers Trust Fund, along with representatives designated by the Western Wall and Ceiling Contractors Association, Inc. and 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 Agreement, the Master Labor Agreement and Trust Agreements and By-Laws.

4. There has been established under this Agreement and the Master Agreement “The 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 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 will 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. Except as specifically excluded by this Drywall Memorandum Agreement, the Union and the Contractor agree to abide by all the terms and conditions of the Master Agreement and Trust Agreements and any amendments, modifications, changes, extensions, supplementations and renewals, including changes in wages, benefits, term, coverage, geographic scope or any other changes to such agreements.

6. This Agreement specifically covers all drywall installers and finishers and also any and all interior and/or exterior wall finish work, including EIFS and other wet wall finish work. This Agreement also covers all scaffold work and applies to all other employees performing work covered by the Master Agreement or any of the Master Labor Agreements referred to above. The language of Article I, Section 6 of the Master Agreement disclaiming coverage of drywall finishing and interior or exterior wall finish work is specifically excluded from this Agreement and all such work will be performed by Carpenters under the terms of this Agreement.

7. Preservation of Unit Work:

(a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Contractor performs any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Contractor (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any legally sufficient degree of ownership, management or control, the terms and conditions of this Agreement will be applicable to all such work.

(b) All charges of violations of Subsection (a) of this paragraph, will be considered as a dispute under this Agreement and will be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in this Agreement. As a remedy for violations of this paragraph the arbitrator is empowered at the request of the Union, to 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 joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy does not make such remedy the exclusive remedy available to the Union for violations of this paragraph; nor does it make the same of other remedies available to the Union for violation of this paragraph.

(c) If, as a result of violations of this paragraph, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforcing an award rendered in accordance with subsection (b), or to defend an action which seeks to vacate such award, the Contractor will pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action, unless the contractor is the prevailing party.

(d) If this paragraph is declared to be unlawful, the parties will negotiate similar language that will give the Union equivalent protection.

8. The Contractor and the Carpenters Union expressly acknowledge that on the Contractor's current jobsite work, the Carpenters Union has the support of a majority of the employees performing work covered by this Agreement. The Union has demanded and the Contractor has recognized the Carpenters Union as the majority representative of its employees performing work covered by this Agreement. It is also acknowledged that the Union has provided, or has offered to provide, evidence of its status as the majority representative of the Contractor's employees. By this acknowledgment the parties intend to and are establishing a collective bargaining relationship under Section 9 of the National Labor Relations Act of 1947, as amended. The bargaining unit established by this Agreement and the Master Labor Agreement is accepted by the parties as an appropriate unit for collective bargaining purposes.

9. Each individual Contractor signatory hereto specifically waives any right that it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, except as provided in paragraph 12 below, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation.

10. Wages and benefits for work covered by this Agreement performed in the State of Arizona (except as indicated below) will be as set forth in the Arizona Drywall Appendix attached hereto. The Master Agreement will be modified as set forth in the attached Arizona Drywall Appendix. The Arizona Appendix will not apply to work performed in the geographical jurisdiction of Carpenters Local 897, which is covered by the provisions applicable to work in the State of Nevada.

11. Wages and benefits and other working conditions for work performed in the State of California will be those set forth in the Southern California Drywall/Lathing Master Agreement. For work in the State of Utah the wages will be those contained in the Utah Appendix to the Drywall Master Agreement. Wages and benefits and other working conditions for work performed in the State of Nevada and those portions of Arizona within the jurisdiction of Local 897 will be those set forth in Labor Agreement between the Association and the Southwest Regional Council of Carpenters covering Southern Nevada and parts of Arizona, or
the Carpenters-Associated General Contractors Master Agreement for Northern Nevada, as appropriate. Wages and benefits for work in the State of New Mexico (including portions of West Texas) will be those set forth in the Associated General Contractors Master agreement for New Mexico.

12. This Memorandum Agreement will be effective when signed and will remain in full force and effect for the term of the Master Agreement between the Western Wall and Ceiling Contractors Association, Inc. and the Southwest Regional Council of Carpenters, effective July 1, 2006 to June 30, 2010, and will continue in effect for the term of any successor Master Agreement(s) and does hereby authorize the Association to represent the Contractor, unless either party gives written notice by certified mail of its desire to change or terminate the Agreement not less than sixty (60) days, and not more than ninety (90) days, prior to June 30, 2010, or June 30 of any subsequent year the Master Agreement terminates. All notices given by the Union to the Association will constitute sufficient notice to the Contractor by the Union; provided, however, that a notice by either the Association or the Union to the other party will not constitute sufficient notice of the individual Contractor's intent not to be bound by a new Agreement or renewal or extension of the Master Agreement and Trust Agreements.

The parties also agree to meet on a quarterly basis and discuss the Arizona collective bargaining agreement and the interior system industry in general. It is specifically agreed that any changes to this Agreement or to the Arizona Appendix agreed to by a majority of the Contractors on the Arizona Joint Adjustment Board will be binding on all Contractors performing work in Arizona.

Signed this ___ day of ______________, 2009

______________________________ ________________________________
Firm Name (Print Exactly as Listed with State License Board) State License No.

BY: ______________________________ ________________________________
(Signature of Contractor) Print Name and Title

____________________________
Address City, State, Zip

____________________________
E Mail Address Phone Number Fax Number

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
MIKE McCARRON, Executive Secretary Treasurer

____________________________
BY: ______________________________
Signature of Authorized Union Representative Local Union No.

Revised 1-1-09
ARIZONA APPENDIX - DRYWALL MASTER AGREEMENT
2008-2010

This Arizona Appendix to the Drywall Master Agreement applies to work performed in the State of Arizona (except for Bullhead City). In the event of a conflict between this Arizona Appendix and either the Master Agreement or the Memorandum Agreement, this Arizona Appendix will prevail. In the event of a conflict between the Memorandum Agreement and the Master Agreement, the Memorandum Agreement 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 Carpenters Local 897):

   **DRYWALL/LATHER/ACOUSTICAL SCAFFOLD JOURNEYMAN**

   **Wage Rate** (as of July 1, 2008) $19.25

   **Benefits**
   - Pension $1.66
   - Health & Welfare 3.20
   - Apprenticeship 0.20
   - Supplemental Dues 0.55
   - Drywall Industry Fund 0.10
   - Contract Administration 0.05

   **Total Benefits** $5.76

   **Total Package** $25.01

   Foreman receive $1.50 over the journeyman rate.

2. Vacation and supplemental dues will be added to the hourly wage rate, taxed, withdrawn and submitted to the Funds. **Taxable Wage - $19.80** ($19.25 plus $0.55 vacation/supp dues)

3. **DRYWALL HANGERS, FINISHERS, LATHERS, SCAFFOLD APPRENTICESHIP**

   **EFFECTIVE JULY 1, 2008**

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BENEFIT CODES


*Supp. Dues contributions are made to the Vacation Trust per the Master Agreement.

Wage increases for all Journeyman classifications

On a quarterly basis the Union and Employer representatives on the JAB will review the wage/benefit package, any increase agreed to by majority of Arizona panel members will be incorporated into this agreement. A majority of the panel will also have the authority to modify the targeted wage increase set forth in this section based on market conditions. 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, 2009 $2.50. All increases to be allocated by the Union.

Journeyman Upgrade Training

The parties will establish a program to provide and promote journeyman upgrade training during the course of this agreement. All journeyman will be required to meet the training obligations agreed to by the parties.

4. STOCKER/SCRAPPER

Employees employed to do stocking and scrapping work on drywall jobs will be paid a minimum wage rate of eight dollars ($8.00) per hour and, in addition, will have Health and Welfare, Apprenticeship and Supplemental Dues contributions made on their behalf.

5. GRIEVANCE PROCEDURE

Article VIII will be amended to provide for an “Arizona panel” of the Joint Adjustment Board which will consist of four contractor representatives performing work under this Agreement in the State of Arizona, as well as four Union representatives. All grievances arising in Arizona will be heard in Phoenix, Arizona. The Chairman and permanent arbitrator of the “Arizona panel” will be mutually agreed upon by the Union and Employer representatives on the Board. The rules and procedures for the “Arizona panel” will be those established for the Joint Adjustment Board for Southern California. The Arizona panel may adopt separate or additional rules applicable specifically to Arizona.

6. The working conditions of the Master Agreement will be amended in Arizona as follows:

ARTICLE IV

The provisions of Article IV(A) “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 (B) “Hiring” 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 (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

Article VII will be amended to add the following language: The Contractor retains full and exclusive authority for the management of its operations. The Contractor shall be the sole judge in determining the competency of applicants and employees required to perform work and the number of employees assigned to any crew. Employees may be shifted from one piece of equipment or operation to another as job conditions require. The selection of foreman, general foreman and supervisors shall be the sole responsibility of the Contractor.

ARTICLE XX

Article XX, Section 1 will be amended to substitute Presidents Day for Veterans Day as a recognized holiday.

Article XX, Section 4 (i) “Handicapped Workers” is not intended and shall not be applied in such a way as to violated any state or federal statute or regulation, including specifically the Americans With Disabilities

7. The term of this Memorandum of Understanding will be the same as the Arizona Drywall/Lathing Memorandum Agreement. Any notices given pursuant to that Agreement will apply to this Memorandum of Understanding.

Signed this ___ day of ____________________, 2009

______________________________
Firm Name (Print exactly as listed with State License Board)

______________________________
BY: ____________________________
(Signature of Contractor) (Print name and title of person signing this Agreement)

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
MIKE McCARRON, Executive Secretary Treasurer

______________________________
BY: ____________________________
Signature of Authorized Union Representative

Public/Agreement/Drywall/Az/2008 AZ Drywall Agreement 1-1-09