

Fresno Area Addendum

To The

Northern California Drywall Finishers Master Agreement



Fresno Area Addendum to the Northern California Drywall Finishers Master Agreement

This Area Addendum to the Northern California Drywall Finishers Master Agreement shall only apply to Drywall Contractors signatory to this Area Addendum performing covered work within Fresno, Kings, Madera and Tulare Counties. Drywall Finishing Contractors signatory to this Area Addendum working within the counties as defined above, shall have the following Articles of the Northern California Drywall Finishers Master Agreement amended as detailed below.

Article 8, Section 1(b) shall be amended to read as follows:

(b) The rate of pay for Journeyperson Drywall Finishers working under this Area Addendum shall be pursuant to Wage Schedule A (attached) and the Total Package Wage shall be increased by three dollars (\$3.00) on January 1, 2023, four dollars and thirty-five cents (\$4.35) on January 1, 2024, six dollars (\$6.00) on January 1, 2025, and six dollars (\$6.00) on January 1, 2026 of this Agreement and/or any extensions thereof.

Article 8 Subsistence, Section 9 shall be amended as follows:

Employees who are required to jobsite report to a project (100) one hundred miles from the point of dispatch (Employers shop or individual employees place of residence) shall be paid ninety dollars (\$90.00) a day, or reasonable room and board, whichever is higher, seven (7) days a week for such period as he/she is required to live away from his/her place of residence. Such maintenance shall not be considered wages and shall be paid by separate check. In addition, they shall receive the negotiated rate of pay and fringe benefits.

Article 8, Section 10 shall be amended to read as follows:

Employees of the Employer whom are required to jobsite report more than seventy-five (75) miles, but not more than one hundred forty-nine (149) miles from the point of dispatch (employee's home or individual Employer's shop) as determined by the individual Employer, shall receive fifty dollars (\$50.00) per day the employee is required to drive to the jobsite. Any employee required to jobsite report more than one hundred fifty (150) miles from the point of dispatch (employee's home or individual Employer's shop) shall be paid one hundred dollars (\$100.00) per day the employee is required to drive to the jobsite. Mileage shall be based on Google Maps. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile. Employees of the Employer whom are required to jobsite report to a project in Kern County, California or San Luis Obispo County, California shall not receive the aforementioned financial compensation under one hundred (100) miles.

All other terms and provisions of the Northern California Drywall Finishers Master Agreement shall apply. This addendum in no way effects the interpretation and/or application of any other Articles and/or Sections of the Northern California Drywall Finishers Master Agreement.

Article 13, Section 1 shall be amended with the addition of:

IUPAT Industry Pension Fund

Article 13, Section 2 shall be amended with the addition of:

The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to these Trust Agreements, which are duly adopted after the date of this Agreement, shall automatically be incorporated herein and made a part of this Agreement. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement, commencing with the 1st day of August, 2022 and for the duration of the Agreement, and any renewals or extension hereof. All signatory Employers agree to make payments to the applicable Trust Funds for each Employee covered by this Agreement in accordance with the attached Wage Schedule A. Effective August 1, 2022, and each year thereafter, in accordance with the IUPAT Constitution, the IUPAT Pension contribution called for in this Agreement shall increase by a minimum of five percent (5%) of the total negotiated increase in wages and benefits for the year (IUPAT Constitutional Increase). The five percent (5%) increase to the pension shall be taken from the aforementioned increase. Such increase will be rounded up to the nearest penny.

On January 14, 2022, the Pension Fund elected to enter "Red Zone" status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed "alternate schedules" of contributions and benefits or to accept the Rehabilitation Plan's Default Schedule. The parties to this Agreement hereby elect "Alternate 2" and adopt the following required increases to hourly Pension Fund contributions.

- 1) Effective January 1, 2023, there shall be an increase of ten percent (10%) above the existing hourly contribution rate of \$7.20 as of January 1, 2022. The ten percent (10%) increase shall include the aforementioned Constitutional increase, which totals scents (\$0.69).
- 2) Effective January 1, 2024, there shall be an increase of ten percent (10%) above the January 1, 2022 hourly contribution rate of \$7.20. The ten percent (10%) increase shall include the aforementioned Constitutional increase, which totals seventy-five cents (\$0.75).

SIGNATORIES

This Agreement is made and entered into this first (1st) day August 2022, through July 31, 2026, by and between District Council 16 and the Individual Employer signed below.

WE HEREBY AGREE TO THE TERMS AND CONDITIONS STATED HEREIN:

District Council 16	Association
Date 5/1/2022 Business Manager / Secretary/ Treasurer	Date 8/1/22 Sign
	Title
District Council 16	WALL AND CEILING ALUANCE Company Name
Print Name	FRANK NUNES Print Name Luc E. Dunes
Sign Name	Sign Name
 Date	$\frac{8/1/22}{\text{Date}}$