STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PLASTERER

IN

FRESNO, KINGS, MADERA AND TULARE COUNTIES

203-188-2

203-X-3
203-188-2
203-224-1
203-295-1
203-337-1
203-429-1

LABOR AGREEMENT

between

California Lathing & Plastering Contractors' Association, Sacramento Chapter, Inc.

and

Operative Plasterers' and Cement Masons' Local Union No. 300

of the

Operative Plasterers' and Cement Masons' International Association of the United States and Canada, AFL-CIO

Effective
July 1, 2005 - June 30, 2009

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Department of Industrial Relations
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Chief's Office

(b) **Area No. 188 (Fresno).** Effective January 1, 2006, there will be a forty cent ($.40) per hour increase in the wage/fringe benefit package.

(c) **Area No. 224 (San Jose) and Area No. 337 (Monterey).** Effective July 1, 2006, there will be a one dollar eighty-five cent ($1.85) per hour increase in the wage/fringe benefit package. Effective July 1, 2007, there will be a two dollar ($2.00) per hour increase in the wage/fringe benefit package. Effective July 1, 2008, there will be a two dollar ($2.00) per hour increase in the wage/fringe benefit package.

(d) **Area No. 295 (Sacramento), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto).** Effective July 1, 2006, there will be a two dollar ($2.00) per hour increase in the wage/fringe benefit package. Effective July 1, 2007, there will be a two dollar ($2.00) per hour increase in the wage/fringe benefit package. Effective January 1, 2008, there will be a two dollar ($2.00) per hour increase in the wage/fringe benefit package.

(e) **Area No. 224 (San Jose), Area No. 295 (Sacramento), Area No. 337 (Monterey), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto):** Notwithstanding any other provision of this Agreement, in no event, at any time during the term of this Agreement, shall the total hourly wage and fringe benefit package for Journeyperson Plasterers performing any work in a particular county be less than three and one-half percent (3.5%) over and above the total hourly wage and fringe benefit package for Hod Carriers/Plaster Tenders performing public work in the same county.

(f) When there are increases in the wage/fringe benefit package, the dues checkoff hourly contribution rate shall be three percent (3%) of the new total wage/fringe benefit hourly rate.

(g) Monies for vacation and dues checkoff shall be deducted from the net pay of each employee.

Section 3. Reinforcing Applicators.
The Journeyperson or Apprentice Reinforcing Applicators shall receive the same wage rates, fringe benefits, travel pay and working conditions as that of the Journeyperson or Apprentice Plasterers as set forth herein. The work jurisdiction of the Reinforcing Applicator shall include, but not be limited to, all preparatory work necessary for the first coat of plaster and/or stucco, or any similar, like or substitute material. The Union shall have the exclusive rights over the work jurisdiction of the Reinforcing Applicator.

Section 4. Travel Pay.
(a) **Area No. 188 (Fresno).** Eligibility for travel pay shall be determined by the distance to the jobsite from the Fresno City Hall. The distance shall be based on the mileage determined by Mapquest.com or, if Mapquest.com ceases to exist, a similar Internet-based mapping service. No travel pay shall be paid for distances up to sixty-five (65) miles. For distances of more than sixty-five (65) miles, travel pay shall be paid as follows:

Up to 65 miles	Free zone
65.1 to 100 miles	$20.00 per day
100.1 to 150 miles	$40.00 per day
150.1 and over	$52.50 per day

(b) **Area No. 224 (San Jose) and Area No. 337 (Monterey).** Any Journeyperson or Apprentice who is dispatched from Area No. 224 or Area No. 337 for a job outside the jurisdiction of the Local Area from which he was dispatched shall receive his transportation fare both ways. If any delays occur on the job, he shall have the right to demand his return fare. No employee is entitled to his return fare if he quits before the job is finished. Not less than twelve dollars ($12.00) per day subsistence shall be paid when working more than thirty-five (35) miles from the Local Area Union Hall from which he was dispatched, or from the employee's home, whichever is the lesser. Twenty-five dollars ($25.00) subsistence shall be paid on jobs that require overnight lodging.

(c) **Area No. 295 (Sacramento), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto).** Eligibility for travel pay shall be determined by the distance to the jobsite from the Local Area Union Hall from which the employee was dispatched. No travel pay shall be paid for distances up to forty (40) miles. For distances of more than forty (40) miles, travel pay shall be paid as follows:

Up to 40 miles	Free zone
40.1 to 60 miles	$25.00 per day
60.1 to 100 miles	$50.00 per day
100.1 and over	$80.00 per day

Section 5. Panel Work.

(a) All work related to the making of panels for Exterior Insulation Foam Systems (EIFS), including but not limited to, the cutting and sticking of foam board, the application of primus adhesive, the embedding of mesh, and the application, by hand or machine, of base coats and finish coats, may, at the option of the Employer, be performed on the jobsite or in a shop by employees who are covered by this Agreement.

(b) The Employer shall pay the full wages and fringe benefits to Plasterers for work related to the making of panels for the Exterior Insulation Foam Systems performed on the jobsite.

Section 6. Fringe Benefits.

(a) The parties agree that they have established and will maintain a Health & Welfare Fund, a Pension Fund and an Apprenticeship Fund for all employees covered by this Agreement. In addition, where applicable, each Employer agrees to make contributions to the Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund on behalf of employees covered by this Agreement. Each Employer agrees to, and shall be bound by, all the terms, conditions and provisions of those certain Trust Agreements heretofore or hereafter made creating the Northern California Plasterers Health and Welfare Trust Fund, the Northern California Plastering Industry Pension Trust Fund, the Northern California Plasterers' Joint Apprenticeship and Training Trust Fund and the Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund.

tools, scratchers, floats (wood, cork, rubber and angle), finish brush, level and other small tools necessary to achieve a finished product. All Journeyperson and Apprentice Plasterers shall be required to wear a white uniform.

(j) On a gun crew (scratching), there shall be a minimum of four (4) Plasterers working on and behind the gun. On a gun crew (browning), there shall be a minimum of five (5) Plasterers working on and behind the gun. Should a job or project not warrant the above stated ratio of Plasterers, the Employer shall call for a pre-job conference prior to starting the job or project to determine if the ratio should be changed.

(k) **Gun Pay.**

(1) **Area No. 224 (San Jose) and Area No. 337 (Monterey).** All Plasterers working on and behind the gun shall receive five dollars ($5.00) per day over the scale.

(2) **Area No. 295 (Sacramento), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto).** All Plasterers working on and behind the gun shall receive two dollars ($2.00) per day over the scale.

(l) **Swinging Scaffold Pay.**

(1) **Area No. 188 (Fresno), Area No. 224 (San Jose) and Area No. 337 (Monterey).** All Plasterers working on a swinging scaffold shall receive five dollars ($5.00) per day over the scale.

(2) **Area No. 295 (Sacramento), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto).** All Plasterers working on a swinging scaffold shall receive three percent (3%) over the base hourly wage rate (not including vacation and dues check-off).

(m) Each Employer shall provide for the safety of his/her employees by complying with all Federal and State laws and building codes pertaining to the plastering industry.

(n) The Union agrees that it will place no limitation upon the amount of work that Journeyperson and Apprentice Plasterers may perform and shall not impose restrictions against the use of any tools or materials unless such tools or materials are injurious to the health and safety of the Journeypersons and Apprentices or reduce the quality of the work performed.

(o) **Parking.** Where parking is restricted within a three (3) block radius of the jobsite, the Employer shall pay all Plasterers for parking, upon presentation of a validated parking receipt. This section shall not apply where the Employer provides parking within the three (3) block radius of the jobsite.

(p) **Rest Periods.** Each Employer shall authorize and permit all employees to be given a minimum ten (10) minute coffee break or rest period for each four (4) hours, or major portion thereof, worked. This means that during a regular eight (8) hour work day, the employees must receive two (2) 10-minute breaks in addition to the mandatory 30-minute meal period. The rest