STATE OF CALIFORNIA
Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

HOLIDAY PROVISIONS

FOR

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

31-X-14

AMENDMENTS AND MODIFICATIONS TO THE DRYWALL / LATHING 46 NORTHERN CALIFORNIA COUNTIES MASTER AGREEMENT EFFECTIVE DECEMBER 1, 2003 THROUGH JULY 31, 2008

This Agreement, made and entered into this 1st day of December 2003, by and between the NOTHERN CALIFORNIA DRYWALL CONTRACTOR ASSOCIATION (NCDCA), and its respective members, herein referred to collectively as the Contractors Association, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Regional Council and affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement, amends, modifies, supplements, changes, extends, and renews the Agreements dated August 1, 1974, August 1, 1977, August 1, 1980, August 1, 1983, August 1, 1986, August 1, 1988, August 1, 1992, August 1, 1996, August 1, 1999, and is effective December 1, 2003.

TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the 1st day of December, 2003 through the 31st day of July 2008, and shall continue thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of July, 2008 or not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of July of any subsequent year in which the Master Agreement may terminate serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

Modify provisions of Article 1 (Work and Area Covered) to read as follows:

D Add: "Tackboard"

E – 5 Asbestos
Delete paragraph

Add- "The erection and dismantling of scaffold and/or other related containment work, performed in association with the removal of asbestos or other hazardous materials."

Modify provisions of Article 2 (Subcontracting) to read as follows:

(1) Add – "Signatory" in front of Contractor in first line

(3) Change to read: "Notwithstanding any provisions of this Article, the contractor may subcontract stocking and scrapping to any contractor who is signatory to this agreement."

Modify provisions of Article 8 (General Conditions) to read as follows:

(1) Strike the words: *"prima facia"*

(3) Update to current Federal Standards.

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(6) The fourth sentence shall be modified to read: "If the Contractor is found to have materially breached the Agreement, which shall be defined as having a liability to its employees or to the Drywall Trust Funds in an amount in excess of $10,000, which liability is not the result of clerical errors, then the cost of the audit shall be borne by the Contractor."

(7)A Change to read: "***Each General Contractor and sub***-contractor shall secure the payment..."

(7)A Increase surety bond from $10,000 to $20,000.

(7)B Increase fee from $250 to $500.

(7)C Add to the end of the sentence: ", whichever is less."

Modify provisions of Article 9 (Grievance Procedure) to read as follows:

(3) Increase surety bonding requirement to $40,000

Modify provisions of Article 15 (Trust Funds) to read as follows:

(1)B Add: Effective January 1, 2003, all Trust Fund contributions required to be paid pursuant to this Agreement shall be paid to the Carpenter Funds Administrative Office of Northern California, Inc.

(2)B To Read: The parties agree that all remaining Lather Trust Funds shall be merged into the Carpenters Trust Funds for Northern California on or before June 1, 2004. Until such time the merger takes place, the Employer shall contribute the required amounts pursuant to this Agreement to the Carpenters Fund Administrative Office of Northern California on a single report form, which will then be distributed if necessary to the remaining unmerged Trust Funds. Each individual employer who contributes or is obligated to contribute to any such Trust Fund as required shall be bound to such other Trust Funds or Plans to the same extent as he or it may be bound to the Trust referred to in Section 1@ of this Article.

Modify provisions of Article 21 (Workday) to read as follows:

Change paragraph 2 to read:
Upon submission of prior written notice by the individual employer to the appropriate District Office of the NCCRC, the regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between 7:00 AM and 5:00 PM. The regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between the hours of 6:00 AM and 3:00 PM by written approval of the appropriate District Office of the NCCRC. Once the regular work day is changed, it shall be for no less than five (5) consecutive days and may be changed only by written notification from the individual employer to the appropriate District Office of the NCCRC.

Add new paragraph to read:
A Drywall/Lather shall be entitled to pickup time, which shall be ample time, but not be less than five (5) minutes at the end of each work day. The particular amount of such pickup time shall be dependant upon accessibility to the area to which the employee is assigned. The amount of pickup time shall be determined by mutual agreement at a jobsite conference between representative of the individual employer and the Union.

(3) Add: The Employer may, at his/her discretion, provide the required ten (10) minute afternoon break immediately after the thirty (30) minute meal period only in compliance with Wage Order 16.

Modify provisions of Article 27 (Payment of Wages) to read as follows:

Add the following sentence to the first paragraph:
Employees, that are required to drive a company vehicle, may be requested to provide a driving record as a condition of obtaining or retaining employment.

Modify provisions of Article 29 (Tools and Equipment) to read as follows:

Change first sentence to read:
"Employees shall furnish their own hand tools but shall not furnish, rent or lease: ladders, scaffolds, electric or battery powered drills or screw guns, roto-zips or routers, lasers of any kind, automotive equipment to be used for the purpose of hauling or delivering individual Employer's materials or equipment, or any kind of power operated machines or saws. The Employer shall furnish screw gun tips and shafts as well as bits for routers.

Modify provisions of Article 32 (Stocking, Scrapping and Clean-up) to read as follows:

Add new paragraph after the fifth paragraph to read:
Senior Stocker / Scrapper: The rate for a Stocker / Scraper who has been employed by the same contractor for 2000 hours (consecutively or cumulatively) shall become 50% of Journeyman rate plus Health and Welfare, Vacation, Work Dues and Annuity.

Modify Article 33 (Wages and Fringe Benefits) as follows:

(All wage rates are effective as of August 1st, fringe benefit increases are effective July 1st of each year.)

July 1, 2003 –
{Wages/benefits are the same as those contained in the current agreement as allocated by the most recent survey.}

9 Counties Area

$1.00 to be allocated to Wages
$ .15 to be allocated to Health & Welfare
$ .10 to be allocated to Vacation

3 Counties and 34 Counties Areas:

$ .25 to be allocated to Wages
$ .15 to be allocated to Health & Welfare
$ .10 to be allocated to Vacation

9 Counties Area: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano & Sonoma.

3 Counties Area: Monterey, San Benito & Santa Cruz.

34 Counties Area: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo & Yuba.

December 1, 2003 -

All Areas - <$.71>

For extended employers, waive $.71 per hour for a seven (7) month period. (December 1, 2003 through June 30, 2004):

$.49 from Work Fee (Supplemental Dues)
$.12 from Industry Promotion
$.04 from UBC Health & Safety, UBC National Apprenticeship
$.06 from Contract Work Preservation

July 1, 2004 -

All Areas - $1.80

$ .50 to be allocated to Wages
$1.00 to be allocated to Health & Welfare
$ .15 to be allocated to Pension
$ .05 to be allocated to Vacation
$ .05 to be allocated to Training
$ .05 to be allocated to D./L.L.M.C.C., Inc

Work Fees to be increased by 1/8% to 2.375%

July 1, 2005 -

All Areas - $2.00

$1.00 to be allocated to Wages
$ .50 to be allocated to Health and Welfare and up to .25 additional, if necessary*
$ .20 to be allocated to Pension
$ .05 to be allocated to Vacation
$ .25 to be allocated to Annuity and / or Health and Welfare

*If needed to maintain existing benefits, as determined by the Trustees, an additional matching amount of up to $.25 shall be contributed by Employers.

July 1, 2006 -

All Areas - $2.05

$1.00 to be allocated to Wages
$ .50 to be allocated to Health & Welfare
$ .15 to be allocated to Pension
$ .05 to be allocated to Vacation
$ .05 to be allocated to Training
$ .05 to be allocated to D./L.L.M.C.C., Inc
$ .25 to be allocated to Annuity and / or Health and Welfare

Work Fees to be increased by 1/8% to 2.5%

July 1, 2007 -

All Areas - $2.00

$1.00 to be allocated to Wages
$ .50 to be allocated to Health and Welfare and up to.25 additional, if necessary*
$ .20 to be allocated to Pension
$ .05 to be allocated to Vacation
$ .25 to be allocated to Annuity and / or Health and Welfare

*If needed to maintain existing benefits, as determined by the Trustees, an additional matching amount of up to $.25 shall be contributed by Employers.
Employers that elect not to extend their agreement with the Union in 2007 shall be required to contribute an additional $.50 per hour to the Building Industry Trust Fund.

The Union reserves the right to reallocate wage and fringe benefit amounts during the term of the agreement, excluding the minimum pre-allocated Health & Welfare amounts.

The following changes apply to the "$25 Million Dollar Clause" in the 3 and 34 County areas:

December 1, 2003

For employers signed to the new agreement, projects with a total base bid value of $25 million or more in the 3 and 34 Counties areas, bid or negotiated after the effective date of this Agreement and prior to August 1, 2004, wage rates for the duration of the project shall be $3.50 per hour above the applicable 3 or 34 Counties' wage rates, with the exception of wood frame residential construction of 3 stories or less which shall not be subject to this provision. Existing projects shall be grandfathered at August 1, 2003 rates for the remainder of the project.

August 1, 2004

For projects with a total base bid value of $50 million or more in the 3 and 34 Counties areas, bid or negotiated on or after August 1, 2004 and prior to August 1, 2007, wage rates for the duration of the project shall be $3.50 per hour above the applicable 3 or 34 Counties' wage rates, with the exception of wood frame residential construction of 3 stories or less which shall not be subject to this provision.

August 1, 2007

For projects with a total base bid value of $50 million or more in the 3 and 34 Counties areas, bid or negotiated on or after August 1, 2007, wage rates for the duration of the project shall be the applicable 3 or 34 Counties' wage rates.

Additional Language Changes:

The term "Supplemental Dues" shall be changed to "Work Fee".

Add "Willits" to the cities listed in Article 30 (Travel and Subsistence).

Move the provisions setting forth the four designated off days for each year from Article 22 (Work Week) to Article 23 (Holidays).

The parties agree to amend and extend the following Carpenters Work Preservation Committee decisions, for the duration of the extended Agreement, as follows:

Private Work- ~~$2~~ **$5** Million or less

For projects bid or negotiated on or after the effective date of this Agreement, the wage rates on all privately financed construction work coming within the recognized jurisdiction of the Union of ~~$2,000,000~~ **$5,000,000** or less in the 34 Counties area shall be eighty percent (80%) of the journeyman wage rates set forth in the Master Labor Agreement. Fringe benefits shall be paid in accordance with the Master Labor Agreement.

The existing Substance Abuse Policy shall be modified as follows:

The parties agree to allow employers to use, on a voluntary basis, the Avitar or Oratect oral fluid test or an equivalent approved by the bargaining parties as an effective low-cost tool for substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures shall be conducted in a manner consistent with the product manufacturers' specifications.
{Dispatched members who fail this saliva pre- test will be sent for standard urine testing.}

The parties agree to adopt both the post-accident testing and Teamsters Addiction Program (T.A.P.) provisions contained in the Northern California Construction Teamsters Joint Labor-Management Substance Abuse Policy, subject to unilateral management approval. The cost of administration for the T.A.P. shall be provided through an additional contribution by all individual employers to the Health & Welfare Trust.
{Members who are directly, or indirectly, involved in work related accidents involving property damage or bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury shall be subject to testing. The innocent victims of an accident will not be subject to a test unless probable cause exists. T.A.P. is a confidential, comprehensive substance abuse recovery program.}

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All other terms and conditions of the 1999-2004 Master Labor Agreement by and between the Northern California Drywall Contractors Association and the Carpenters 46 Northern California Counties Conference Board shall remain unchanged.

Northern California Drywall Contractors Association

10/31/03
Date

Date

Carpenters 46 Northern California Counties Conference Board

10-31-03
Date

Date

NORTHERN CALIFORNIA DRYWALL/LATHING MASTER AGREEMENT

between

NORTHERN CALIFORNIA DRYWALL CONTRACTORS ASSOCIATION

and

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

of the

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA AFL-CIO

AUGUST 1, 1999 to JULY 31, 2004

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Any employee who works more than five (5) hours without a meal period shall be paid for all work in excess of said five (5) hour period at the applicable overtime rate until the meal period is provided (such pay shall be computed by the hour and half-hour).

All work shall be computed by the day and half day as follows: Employees who start the regular workday or shift shall receive four (4) hours pay or pay for actual hours worked, whichever is greater, regardless of the reason for the inability to complete the regular workday or shift. If he voluntarily quits, the employee shall receive pay only for actual hours worked.

ARTICLE 22
WORK WEEK

The regular work week shall consist of forty (40) hours of work Monday through Friday.

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

As a courtesy, the Individual Employer shall advise the appropriate District Office of NCCRC whenever it intends to implement the Saturday make-up day. The NCCRC District Office phone numbers are as follows: Central (510) 568-4788, Northern (916) 498-1002, and Southern (408) 779-0312. Four (4) days of each year will be selected by the Union as designated off days as set forth below:

1999: Friday, May 28th; Friday, July 2nd;
Friday, September 3rd; Friday, December 24th.

2000: Friday, February 18th; Friday, May 26th;
Monday, July 3rd; Friday, September 1st.

2001: Friday, May 25th; Friday, August 31st;
Monday, December 24th; Monday, December 31st.

2002: Friday, February 15th; Friday, May 24th;
Friday, July 5th; Friday, August 30th.

2003: Friday, February 14th; Friday, May 23rd;
Friday, August 29th; Friday, December 26th.

2004: Friday, January 2nd; Friday, May 28th;
Friday, September 3rd; Friday,December 24th.

On residential projects as described in the Carpenters Master Agreement, Appendix C, Residential Addendum, the work week shall remain as contained therein.

Designated off days on all public works shall be governed by Article 24 "Overtime."

ARTICLE 23
HOLIDAYS

The following are recognized holidays: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Decoration Day (Memorial Day), Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

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ARTICLE 24
OVERTIME

Overtime shall not be worked unless an emergency exists and unless the contractor obtains an overtime work permit from the Union having jurisdiction over such work. Overtime permits must be posted on the job in advance of beginning work on an overtime basis.

A verbal overtime permit, followed by a FAX or telegram to the Field Representative that issued the verbal permit, will be allowed when time will not permit an Employer or his Field Representative to pick up an overtime permit from the union hall.

On all work covered by this Agreement, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on designated off days and/or Saturdays. All other time shall be paid at double the straight-time rate.

All time worked on Saturday, Sunday, and holidays shall require a written permit from the Union to be posted on the job and shall only be issued for a minimum of eight (8) hours work, and shall be paid at the applicable overtime rate.

ARTICLE 25
SHIFT WORK

Shift work can only be established upon prior notice from the individual Employer to the Union and shall be performed as follows:

Except as provided below, where multiple shifts are worked, if the individual Employer elects to work the day shift between the hours of 6:00 A.M. and 5:30 P.M., that