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

SAN DIEGO

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
and the
WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION, INC.
2006 DRYWALL MASTER AGREEMENT

The Southwest Regional Council of Carpenters and the Western Wall and Ceiling Contractors Association, Inc. agree to modify and amend the Southern California Drywall/Lathing Master Agreement dated July 1, 2002, as follows (redlined and underlined language is added, language struck out is deleted):

1. **Delete references to Southern California Conference of Carpenters and replace with Southwest Regional Council of Carpenters.**

2. **Amend Article I to add a new Section 10 covering work performed in Arizona, Nevada and Utah.**

If a Contractor performs work in the State of Nevada, such work will be performed pursuant to the Agreement between the Association and the Union covering the State of Nevada. If the Contractor performs work in the States of Arizona or Utah, such work will be performed pursuant to either the Arizona or Utah Appendix to this Agreement. The terms of the Arizona and Utah Appendices will be modified from time to time to reflect changes agreed to in those areas by a majority of local contractors. The Union will promptly notify the Association of changes applicable to other states and will meet to discuss such changes with the Association upon request.

Note: The provision adding Utah will not apply to any current member of the WWCCA who opts out of that coverage within 45 days of the signing of this MOU. Alternatively the WWCCA may hold a meeting to ratify this provision.

3. **Amend Article II, Section 3 to delete reference to AFL-CIO.**

Section 3. Notwithstanding any provision of this Article II, the contractor may subcontract stocking and scrapping to any contractor who is a signatory to this Agreement or to an agreement with a labor organization affiliated with the National Construction Alliance ~~AFL-CIO Building Trades Department or~~ International Brotherhood of Teamsters.

4. **Amend Article IV, B, Section 1 (e) as follows**

Section 1. In the employment of persons for all work covered by this Agreement in the Twelve Southern Counties of the State of California, the following provisions subject to the conditions of this Article IV shall govern.

.....

(e) ~~The Parties agree and understand that within the area of the agreements referred to in~~

7/27/06

~~Apprentices shall be employed in accordance with the Standards as established by the Local Joint Apprenticeship and Training Committee which shall be in conformity with guidelines established by the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California and approved by the Division of Apprenticeship Standards.~~

8. Amend Article XIV Section 4 to reference Joint Adjustment Boards in other states.

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 ~~Southern California~~ Joint Adjustment Board in connection with the evidence of alleged violations of the Agreement with respect to job registration requirements, reporting of hours and payment of proper Trust Fund contributions and Uniform Drywall Bond requirements.

9. Amend Article XV Section 3 to include contractors outside Southern California.

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 VIII 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 in the city limit of Los Angeles, ~~for all employers located in the Twelve Southern California Counties~~, and each party to such action expressly waives any right to change venue of such action to any other county or 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 attorney's fees and costs incurred by such failure in addition to any other relief which may be ordered by a court of competent jurisdiction

10. Amend Article XX Section 1 to provide that if Christmas or New Years falls on a Saturday the preceding Friday will be considered a legal holiday.

HOL.

Section 1. Holidays

The following holidays shall be observed on the date designated by Federal Law:

1. New Years Day	5. Veterans Day
2. Memorial Day	6. Thanksgiving Day
3. Independence Day	7. Day after Thanksgiving Day
4. Labor Day	8. Christmas Day

If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. If Christmas or New Years should fall on Saturday, the Friday preceding shall be considered a legal holiday. Work on such days shall be paid for at the

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20. Amend Appendix SD to reflect the following wage increases, to be allocated by the Union.

SD1 INC.

7/1/2006	$1.75 to be allocated $1.65 to wages and $0.10 to vacation/supplemental dues per Union By Laws
1/1/2007	$0.25 to be allocated to pension
7/1/2007	$2.00
7/1/2008	$2.00 subject to baseball arbitration
7/1/2009	$2.00 subject to baseball arbitration

21. Add new provision where appropriate dealing with screw guns.

Employees shall be responsible for screw guns furnished to them by the Contractor and shall promptly return such upon request or termination of employment. In the event the employee fails to return the screw guns as a result of the employee's dishonesty, willful misconduct or gross negligence, the Contractor may deduct the value of such from the employee's paycheck in an amount not to exceed $75.00. Disputes regarding the application of this provision shall be resolved through an expedited grievance procedure consisting of a subcommittee of the Joint Adjustment Board. The membership of the subcommittee shall consist of one contractor selected by the Association and one union representative along with the Executive Director of the Contract Administration Committee or his designee. The union and contractor representative will rotate periodically. The subcommittee will investigate and act on an expedited basis and may conduct hearings in person or telephonically. A decision of the subcommittee shall be implemented immediately although any party may appeal to the full Joint Adjustment Board.

Effective date July 1, 2006.

Dated: 7/27/06

WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION

ATTORNEY FOR WWCCA (PRINTING CONFERENCE)

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

July 27, 2006

RECEIVED
Department of Industrial Relations
DEC 24 2004
Div. of Labor Statistics & Research
Chief's Office

SOUTHERN CALIFORNIA DRYWALL / LATHING MASTER AGREEMENT

between

DRYWALL / LATHING CONFERENCE

of the

WESTERN WALL & CEILING CONTRACTORS ASSOCIATION, INC.

and

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

and

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

of the

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

JULY 1, 2002 to JUNE 30, 2006

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, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State law. Its interpretations and the interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

ARTICLE XX
WORKING CONDITIONS

Section 1. HOLIDAYS

Recognized holidays of the Southern California Area Carpenters Master Labor Agreements shall be the recognized holidays of this Agreement. For reference only, the currently recognized holidays in the Twelve Southern Counties are as follows:

New Year's Day	Friday after Thanksgiving
Veterans Day	Independence Day
Memorial Day	Labor Day
Thanksgiving Day	Christmas Day

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

Section 2. WORKDAY

(a) Eight (8) consecutive hours, exclusive of one-half (1/2) hour meal period, between 7:00 a.m. and 5:00 p.m. shall constitute a day's work unless otherwise agreed upon by the parties hereto. All other hours worked shall be governed by subsections (b) through (f), and Section 4, Special Shifts. The Contractor may utilize a one hour meal period, providing he has obtained written permission from the Local Union having area jurisdiction of the work being performed. No person shall be required to work more than five (5) consecutive hours without a one-half (1/2) hour meal period. Forty (40) hours, Monday 7:00 a.m. through Friday 5 :00 p.m. shall constitute a week's work except as provided under Article XIII hereof. Upon mutual agreement confirmed in writing between the Contractor and the Regional Council, an eight-hour work day may be established utilizing a time prior to 7:00 a.m. which will be paid at the straight time rate.

APPENDIX-SD
SAN DIEGO COUNTY

1. Area of Agreement

This Appendix modifies the Drywall/Lathing Master Agreement as it applies to work in San Diego County. All terms of the Master Agreement apply to San Diego County except as specifically modified herein:

This Agreement shall apply to San Diego County and San Clemente Island.

2. Work Coverage.

This Agreement shall cover all jobsite drywall and lathing work within the jurisdiction of the United Brotherhood of Carpenters as that work is described in the Southern California Drywall/Lathing Master Agreement. This Agreement shall also cover drywall finish and wet wall finish and all other work as specified in Article 1.

3. Fringe Benefits.

Pension	1.01
Health & Welfare	2.45
Vacation/Supplemental Dues	2.88*
Contract Administration Committee	.20**
Apprenticeship	.34

The Contractor shall during the life of this Agreement maintain benefit contributions to the Funds at the level called for in the Southern California Drywall/Lathing Master Agreement except as modified by agreement of the parties.

* Vacation/Supplemental Dues are taxable income. Effective July 1, 2002 , the vacation portion of this contribution ($2.00) will be paid weekly to employees on their paycheck.

** This contribution has been reallocated to cover contribution increases. The Union intends to reallocate this contribution from the January 1, 2003 wage increase.

4. Holidays

In addition to the holidays recognized under the Drywall/Lathing Master Agreement, President's Day will be recognized as a holiday.