

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

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SCOPE OF WORK 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~~

JAS
 7/27/06

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

- 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

SDI
INC

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

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

James W. Baker
ATTORNEY FOR
WWCCA (Plaintiff/Contractor)

Gordon White

July 27, 2006

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Department of Industrial Relations

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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 CONFER-
ENCE 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**

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be independent, it is hereby agreed:

ARTICLE I WORK COVERED BY THIS AGREEMENT

The work covered by this Agreement shall include but shall not be limited to the following described work at the construction job site:

Section 1. The installation, carrying, transportation, handling, stocking and scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceiling materials, regardless of method or manner of installation.

Section 2. All work in connection with the installation, erection, and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking resilient channels, furring channels, doors and windows, including frames, casing molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

Section 3. No limitation shall be placed on the work covered by this Agreement by reason of the surface or texture for which the materials described herein are used, designed or intended.

pre- Section 4. It is further specifically understood that
of the the installation, tying and connection of all types of light
s here- iron and metal studs and all types of light iron furring erect-
ed to receive the materials specified in this article, including
but not limited to gypsum wallboard, walls, partitions, gyp-
sum wallboard ceiling heat panels, backing boards, plastic or
acoustical materials or any material attached to the above-
described light iron construction is specifically included in
the work covered by this Agreement.

clude
ork at Section 5. (a) The installation, erection and con-
struction to include the work of fabrication of all materials
to receive a plaster finish, to also include the completing of
tion, all light iron construction, furring, making and erecting of
om- brackets, clips and hangers; metal hath, comer beads and
ate- arches erected for the purpose of holding gypsum plaster,
ion, cement plaster and all other piaster bases.
, all

ces, (b) All carrying bars, purlins, and furring, regard-
, all less of size, light iron and metal furring of all descriptions
iant such as rods, channel flat iron and other ceiling systems for
es, the receipt of metal lath, or rock lath, and all other plaster
ard bases which are to receive plaster on one or both sides, to
or include any and all plastering accessories.

(c) The nailing, tiling, cutting, welding and fasten-
al- ing, regardless of method, of the above and all wire and
on, metallic lath of all descriptions connected therewith.

o- (d) The placing, handling, moving and erection of
ri- all materials which fall within the description of work set
n, forth in this section from the site of delivery on the job to the
ll point of the job where the work is to be performed. The
re erecting and moving of all scaffolds and the moving and
t- handing of all materials to be used in the erection of scaf-
n folds other than patented scaffolding.

Section 6. (a) All work operations after the initial
unloading of the drywall finishers material on the job site,
including distribution onto the point of application.

(b) Work or services pertaining to the preparation,
spotting, pointing, detailing, taping, flushing, sanding and
finishing of interior and/or exterior gypsum, drywall, thin-
wall, concrete, steel, wood and plaster surfaces.

(c) Work or services pertaining to the application of
all finish or flushing materials regardless of method of
application or type of surface on which materials are
applied, including but not limited to texture and simulated

acoustic materials of all types and the application of radia heat fill and steel fireproofing materials.

(d) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.

(e) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand mechanical and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surface

The Union understands and recognizes that the WWCCA and its members are signatory to a collective bargaining agreement with the painters and/or plaster and plasterer tenders covering drywall finishing and wet wall finish work. The parties agree that Article h, Section 6 shall apply only to those signatory employers who are not already signatory to a collective bargaining agreement with the painter and/or plasterers and plaster tenders covering the drywall finishing or wet wall finish work as described in Article Section 6 of the agreement and who choose to assign that work to the painters. The Union agrees not to invoke or enforce Article I, Section 6 or to create any jurisdictional dispute concerning the work described in that section against any signatory employer that is also signatory to an agreement with the painters and/or plasterers and plaster tenders covering the drywall finishing or wet wall finish work and who chooses to assign that work to the painters and/or plasterers and plaster tenders.

Section 7. This Agreement shall cover all work in connection with self supporting scaffolds or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling, and the operation of all equipment, including lifts and other mobile equipment used in connection with this work. Scaffold erected and dismantled by the contractors, shall be the work of the Carpenters. Single craft scaffold up to 14 feet in height may be erected by Plaster Tenders.

ant Section 8. The provisions of this article shall not be
used or applied in any manner so as to be inconsistent with
any applicable provisions of the following agreements:

- of
of
- a) Carpenters Master Agreement of Northern California;
 - b) Southern California Carpenters Master Labor Agreement;
- nd
of

ay Section 9. Should be any individual employer party
nd to this agreement perform any work as a general contractor,
s- developer, or do any related carpentry work as specified in
s- the local area carpenter master agreements, he or it shall do
or so under the terms and conditions of the then current appro-
er priate carpenters master agreements in said areas.

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ARTICLE II SUBCONTRACTING

ie Section 1. No contractor may subcontract any
r- work, including solely the furnishing of labor, covered by
s- this Agreement to any person, firm or corporation, except
h upon prior written approval of the Regional Council and
y upon written approval from the Regional Council only to an
s- individual contractor who is properly licensed and signatory
s- to this Agreement and agrees to comply with the provisions
ll of this Agreement.

I Section 2. The provisions of this Agreement specif-
it ically prohibit the use of labor brokers or labor contractors
r who either, as a subcontractor, furnish workers to perform
il work covered by this Agreement or, as labor brokers, who
it arrange for workers to be placed upon the payroll of any
- contractor.

s
I (a) A labor broker is any person, firm or corporation
- who hires or arranges for the hire of employees, but who nei-
- ther supplies nor is primarily responsible for the payment of
materials used on the job.

I Section 3. Notwithstanding any provision of this
t 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 AFL-CIO Building Trades Department or
International Brotherhood of Teamsters.

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.

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