

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director - Research Unit

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PLASTER TENDER:
PLASTER TENDER
PLASTER CLEAN-UP LABORER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES

Additions reflected in bold, Strikeout items indicate deletions

1. **Article XIX- (TERM AND TERMINATION AND RENEWAL) - CHANGE
ARTICLE TO REFLECT FOUR (4) YEAR AGREEMENT AS FOLLOWS:**

The term of this Agreement shall commence on ~~August 6, 2008~~ **August 6, 2014** and shall continue through ~~August 7, 2012~~ **August 7, 2018**, and for additional periods of one year thereafter, unless either party gives written notice to the other not more than 90 days nor less than 60 days prior to ~~August 7, 2012~~ **August 7, 2018**, or any subsequent yearly period, of its desire to modify, amend or negotiate changes; provided, however, if no agreement is reached on or before ~~August 7, 2012~~ **August 7, 2018**, or the end of any subsequent yearly period, either party may thereafter give written notice to the other party that on a specific date, not sooner than fifteen (15) days after service of said notice, the Agreement shall be terminated.

A handwritten signature in black ink, appearing to be a stylized 'W' followed by a flourish, located in the bottom right corner of the page.

2. Twenty dollars (\$20.00) per day as a truck expense reimbursement shall be paid to Plaster Tenders whose personal truck is requested by the Contractor to be used subject to the following:

- a. When 200 lbs. or more is hauled;**
- b. The Employee must have a written request slip, form or note from the Contractor or his Foreman requesting use of the Employee's truck;**
- c. All claims for truck reimbursement must be made within two (2) weeks of use of said truck.**




102-X-16

MEMORANDUM OF UNDERSTANDING
Amending the 2008-2013
PLASTER TENDERS' MASTER AGREEMENT

This Memorandum of Understanding is entered into this 3rd day of June 2010 by and between the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS AND ITS AFFILIATED PLASTER TENDERS OF SOUTHERN CALIFORNIA LOCAL UNION 1414 (hereinafter "Union"), and the LABORERS CONFERENCE OF THE WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION, INC. (hereinafter "WWCCA") on behalf of its Laborers Conference Members who affirmatively agree to be bound to this Agreement. All provisions of the Memorandum of Understanding entered into June 10, 2009 shall remain in effect, except for the changes to Article XX. The parties agree that the 2008-2013 Plaster Tenders' Master Agreement (hereinafter "Agreement") shall be amended as follows:

1. Article XX (Term and Termination and Renewal), is hereby amended to provide that the expiration date of the Agreement shall be August 5, 2014. The period for giving notice as provided for in Article XX shall be calculated from August 5, 2014 (instead of August 6, 2013).

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Chief's Office

102-X-16

MEMORANDUM OF AGREEMENT

By and between

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS AND ITS
AFFILIATED LOCAL UNION PLASTER TENDERS OF SOUTHERN CALIFORNIA
LOCAL UNION 1414

And

WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION, INC.

Changes from the 2005-2008 Plaster Tenders' Master Agreement

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June 11, 2008

Additions reflected in bold underline. ~~Strikeout items indicate deletions~~

1. **Term of Agreement**

All dates to conform with a four year Agreement effective August 6, 2008 through August 7, 2012.

8. Article XXIII (Travel, Parking, Subsistence) Section C (Subsistence) revised to read:

C. Subsistence.

When Plaster Tenders are required because of job relocation to live away from their place of residence, they shall receive not less than the regular rate of pay, plus sixty dollars (\$60.00) per day, to cover expenses from the date of leaving until the day of return, inclusive to their home area. When subsistence is paid, an employee shall also be reimbursed once in any weekly pay period at the straight time hourly rate for the time required to make one round trip to his place of residence and back to the job location. Upon completion of their job and/or layoff a member is being paid for time spent in transit returning to their home area they shall not be eligible to also collect subsistence for the day of return.

In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

If a Journeyman quits a job paying subsistence without just cause during a pay period, he shall not be entitled to any travel expenses for return to his home area.

If a Journeyman in a subsistence area does not show up for work on Monday, or the day following a legal holiday after having worked the previous Friday, or the work day prior to a holiday he shall not be entitled to the subsistence allowance for Saturday and Sunday or for the day or days covered by the holiday. The only exception to this clause is if a journeyman be judged by competent authority as sick or unfit to work.

Exception: On Federal, State, or industrial projects where room and board is provided by either the awarding authority or Employer, the employee may have the option of accepting the room and board facilities, or the subsistence allowance, but not both.

It is agreed that a small committee of joint Labor and Management will review "out-of-town expenses" each year.

If the Contractor pays a higher subsistence rate to Plasterers, the same rate shall be paid to employees under this Agreement.

If the Contractor and the **union representing plasterers** ~~Plasterers' Union~~ establish a subsistence rate for any area covered by this Agreement, the provisions of that settlement shall be incorporated and made a part of the terms and conditions of this Agreement.

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PLASTER TENDERS' MASTER AGREEMENT

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THIS AGREEMENT made and entered into this 2nd of August, 2000 and between the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS affiliated with the L.I.U.N.A., AFL-CIO, and its affiliated LABORERS' LOCAL UNION, hereinafter referred to as the Union, and the Western Wall and Ceiling Contractor's Association, Inc., hereinafter referred to as "Association." The Association enters into this Agreement on behalf of the California Laborers Conference hereinafter referred to as "Contractor."

WHEREAS, in an endeavor of all parties to stabilize conditions in the Plastering Industry for the purpose of affording mutual protection to both the Contractor and employee, and to advance the interest of, and promote harmony among Contractors and employees represented by the Union; and in consideration of the mutual covenants contained in this Agreement, each to be sustained and practiced by the respective parties and for other good and valuable consideration, the parties mutually pledge that they will cooperate in good faith to carry out the terms of this Agreement.

ARTICLE XXIII
TRAVEL, PARKING, SUBSISTENCE

A. Travel. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily travel to a point for free transportation to the job site will not be compensated for the time enroute and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily. Where air transportation is available to any of the offshore islands, air transportation shall be furnished by the Contractor, and, in addition, if any work of construction at any of the islands or any combination of them shall exceed five (5) working days, Monday through Friday, then employees shall also be furnished transportation at the conclusion of their shift on the fifth day of employment back to the point of embarkation for the weekend with transportation being furnished them prior to the commencement of the Monday morning shift from the point of embarkation back to the islands. It is understood that the basic mode of transportation shall be by air and only total unavailability of air transportation will permit any other mode of transportation. Any transportation required to or from the point of embarkation and any transportation in between shall be at the expense of the Contractor.

B. Parking. If there are no off-street parking facilities provided on the jobsite or within a 3-block radius of the jobsite and there is no adequate unrestricted parking within a 3-block radius of the jobsite, the Contractor shall pay up to but not to exceed \$7.00 per day. The parking fee reimbursement will be made only if a validated parking ticket is presented to the employer within one week of the date said expense is incurred. For work on all off-shore islands, the parking allowance shall be the actual amount expended at the point of embarkation for each plaster tender who parks his car there.

C. Subsistence.

For determination of subsistence payments in Riverside, San Bernardino, Imperial, Inyo and Mono Counties only, a "free zone" of 35 driving miles will be established and measured from the City Halls of the following area cities; Riverside, Victorville and Palm Springs. Areas beyond the "free zone" and within Riverside, San Bernardino, Imperial, Inyo and Mono Counties, subsistence payments shall be determined and paid as set forth:

Over 35 miles and up to 50 miles	\$20.00 per day
Over 50 miles and up to 75 miles	\$30.00 per day
Over 75 miles and up to 100 miles	\$40.00 per day
Over 100 miles	\$50.00 per day

If the Contractor pays a higher subsistence rate to Plasterers, the same rate shall be paid to employees under this Agreement.

If the Contractor and Plasterers' Union establish a subsistence rate for any area covered by this Agreement, the provisions of that settlement shall be incorporated and made a part of the terms and conditions of this Agreement.