



SCOPE OF WORK PROVISIONS

FOR

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

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

RECEIVED

By Office of the Director - Research Unit at 2:15 pm, Sep 08, 2016

**MEMORANDUM OF UNDERSTANDING
SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
and
WESTERN WALL & CEILING CONTRACTORS ASSOCIATION, INC.**

It is agreed that the following provisions which reflect discussion between the parties will modify the 2012 Southwest Drywall/Lathing Master Agreement between the SOUTHWEST REGIONAL COUNCIL OF CARPENTERS ("Union") and the DRYWALL/LATHING CONFERENCE OF THE WESTERN WALL & CEILING CONTRACTORS ASSOCIATION, INC. ("Association"):

8. The contract shall have a four (4) year term commencing on July 1, 2016 and running through June 30, 2020.

31-X-41

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7/31/12

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
and the
WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION, INC.
2012 - 2016 DRYWALL MASTER AGREEMENT**

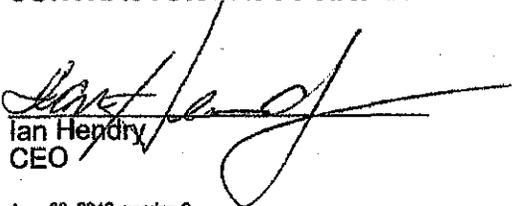
The Southwest Regional Council of Carpenters and the Western Wall and Ceiling Contractors Association, Inc. agree to modify and amend the Southern California Drywall/Lathing Master Agreement dated July 1, 2006, as extended, as follows:

7. **Amend Article XXIII to provide for a new four (4) year agreement extending through June 30, 2016. Change dates throughout Agreement.**
8. Language contained in MOUs executed by the parties during the term of the previous Agreement, such as the definition of Stocker/Scrapper and the Wet Wall Apprenticeship will be incorporated into the body of the Master Agreement.

Effective date July 1, 2012.

Dated: _____

**WESTERN WALL AND CEILING
CONTRACTORS ASSOCIATION**


Ian Hendry
CEO

June 28, 2012, version 2

**SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS**


Mike McCarron
Executive Secretary Treasurer
Contract Administrator

31-X-41

SOUTHERN CALIFORNIA

DRYWALL / LATHING

MASTER AGREEMENT

between

DRYWALL / LATHING

CONFERENCE

of the

WESTERN WALL & CEILING

CONTRACTORS ASSOCIATION, INC.

and the

SOUTHWEST REGIONAL

COUNCIL OF CARPENTERS

of the

UNITED BROTHERHOOD OF

CARPENTERS AND JOINERS

OF AMERICA

JULY 1, 2006 TO JUNE 30, 2010



**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 bracings, 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. All interior and exterior metal stud panels shall be constructed on the jobsite by carpenters working under the provisions of this Agreement. The Contractor may subcontract work on metal stud panels or framed walls in accordance with the terms of this Agreement; provided that such work by a subcontractor shall be performed by Carpenters under the terms of this Agreement. A Contractor party to this Agreement may construct such panels away from the jobsite, and such work shall be performed under the terms of this Agreement only by Carpenters that are

employees of the Contractor. This provision will not apply to load bearing metal stud panels used on projects where traditionally load bearing panels would have been constructed of wood, such as single family homes, apartments, dormitories or condominiums up to five stories in height (excluding subterranean or podium parking structures) or other projects covered by Appendix F of the Carpenters Master Labor Agreement, where approved by the Work Preservation Committee. The provisions of this Section shall not apply to the manufacturing of identifiable standard manufactured commercial brand name forms. Carpenters shall assemble and install such forms on the jobsite.

Section 4. 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.

Section 5. It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, gypsum 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.

Section 6. (a) The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, to also include the completing of all light iron construction, furring, making and erecting of brackets, clips and hangers; metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

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

(c) The nailing, tying, cutting, welding and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

(d) The placing, handling, moving and erection of all materials which fall within the description of work set forth in this section from the site of delivery on the job to the point of the job where the work is to be performed.

Section 7. (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, thinwall, 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 radiant 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 surfaces.

(g) The Union understands and recognizes that the WWCCA and its members are signatory to a collective bargaining agreement with the Painters and/or Plasterers and Plasterer Tenders covering drywall finishing and wet wall finish work. The parties agree that Article I, Section 7 shall apply only to those signatory employers who are not already signatory to a collective bargaining agreement with the Painters and/or Plasterers and Plasterer Tenders covering the drywall finishing or wet wall finish work as described in Article I Section 7 of the agreement and who choose

to assign that work to the Painters and/or Plasterers and Plaster Tenders. The Union agrees not to invoke or enforce Article I, Section 7 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 Plasterer Tenders covering the drywall finishing or wet wall finish work and who chooses to assign that work to the Painters and/or Plasterers and Plasterer Tenders, as long as such contract remains in effect.

Section 8. 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 contractor, shall be the work of the Carpenters. Single craft scaffold up to 14 feet in height may be erected by Plaster Tenders.

Section 9. 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:

(a) Carpenters Master Agreement for Northern California;

(b) Southern California Carpenters Master Labor Agreement;

Section 10. Should any individual employer party to this agreement perform any work as a general contractor, developer, or do any related carpentry work as specified in the local area Carpenters Master Agreements, he or it shall do so under the terms and conditions of the then current appropriate Carpenters Master Agreements in said areas.

MEMORANDUM OF UNDERSTANDING

The Southwest Regional Council of Carpenters ("Union") and the Western Wall and Ceiling Contractors Association, Inc. ("Association") agree to amend the 2006-2012 Drywall/Lathing Master Agreement, Article XX, Section 6(h), to define the work of stocking and scrapping in accordance with industry practice. The following additional paragraph will be added to Article XX, Section 6(h):

"Stocking and scrapping is the placement and moving of materials at construction jobsites for work which falls within Article I of this Agreement, including the movement from the site of delivery on the job to the point of the job where the work is to be performed, moving materials at the job sites, disposal of scrap at the job sites, scraping of floors at the job sites, and doing general clean up work at the job sites. Stocker-scrappers shall at no time wear or use any tools of the trade, including, but not limited to, tool belts, pouches, screw guns, snips of any kind, saws of any kind, routers, power actuated tools, drywall knives, t-squares, plumb bobs, chalk lines, hammers, hatchets, or measure tapes. The only exception to the use of a tool would be the use of a knife, snips, or nippers to facilitate the opening of bundles or cartons of materials to be placed on the job site. They shall not do any type of construction work that is traditionally done by drywall/lathers and/or apprentice drywall/lathers."

Dated: 10/20/11

SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS

By: Gordon K. [Signature]

WESTERN WALL AND CEILING
CONTRACTORS ASSOCIATION, INC.

By: [Signature]

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Department of Industrial Relations
APR 12 2012
Div. of Labor Statistics & Research
Chief's Office

Candari, Jannette

From: Gordy Hubel
Sent: Friday, April 20, 2012 5:42 PM
To: Candari, Jannette
Subject: RE: scope of stocking/scraping

It would be primarily bits and pieces of drywall and metal studs but could include other scraps generated by the drywall installer such as unused screws that fall on the ground and empty boxes of screws, etc. In the process of framing and installing drywall the installer has to frequently cut the metal studs and the sheets of drywall to fit the available space or make openings for things like power receptacles.

Gordy Hubel

From: Candari, Jannette
Sent: Tuesday, April 17, 2012 8:34 AM
To: Gordy Hubel
Cc: Stahlheber, Tim ; Mar, David
Subject: RE: scope of stocking/scraping

Thank you for sending the fully executed copy of the stocking/scraping duties. Upon review of the scope of work in the signed MOU, the DLSR needs clarification regarding the following:

It states that the work includes "disposal of scrap at the job sites."

What type of scrap does this refer to?

Thank you.

Mar, David

From: Gordy Hubel
Sent: Thursday, May 17, 2012 5:43 PM
To: Mar, David
Subject: RE: scope of stocking/scraping

David;

Stocker/Scrapers clean up any debris and scraps generated by the drywall contractor.

Gordy Hubel