

DEPARTMENT OF INDUSTRIAL RELATIONS

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## HOLIDAY 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

## MEMORANDUM OF UNDERSTANDING

By and Between

Western Wall and Ceiling Contractors Association, Inc.

And

Southern California District Council of Laborers and its  
Affiliated Plaster Tenders of Southern California Local Union 1414

This Memorandum of Understanding provides the terms and conditions for a new Plaster Tenders Master Agreement covering the twelve (12) Southern California Counties by and between the Union, the Southern California District Council of Laborers and its affiliated Plaster Tenders of Southern California Local Union 1414, and the Western Wall and Ceiling Contractors Association, Inc. and its Individual Employers, effective **August 8, 2018** through **August 2, 2022**, and provides the following modifications to the terms and conditions of the 2014-2018 Plaster Tenders Master Agreement:

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.

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**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).

**RECEIVED**  
Department of Industrial Relations

JUL 20 2010

Div. of Labor Statistics & Research  
Chief's Office

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Department of Industrial Relations

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**PLASTER TENDERS' MASTER AGREEMENT**

Div. of Labor Statistics & Research  
Chief's Office

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 XIII**  
**HOLIDAYS**

A. The following days are recognized as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the Friday after Thanksgiving and Christmas Day. If any of the above holidays fall on Sunday, the following Monday shall be considered a legal holiday. At such a time as Federal Laws designate certain of the foregoing holidays to be celebrated on Monday, the same shall apply to this Agreement.

B. Work on any of the above days shall be paid for at the Holiday rate, two (2) times the regular rate. No work shall be required on these days recognized as legal holidays, except in cases of extreme urgency or when life or property is in imminent danger.