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

TRAVEL AND SUBSISTENCE 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

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

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

inclement weather or other acts of God.

(b) Workers discharged for inefficiency on the first day, or thereafter for insubordination or intoxication, or under the influence of drugs, or willful disregard of safety rules or workers who quit the job voluntarily, shall receive pay for hours worked only.

(c) An employee reporting for work for whom work is provided, who is laid off for lack of work, shall receive at the applicable hourly rate, not less than four hour's pay; six hours' pay if more than four hours are worked; eight hours pay if more than six hours are worked.

(d) Workers laid off or discharged shall be paid in full at the time of layoff or discharge. Except for delays in delivery of paychecks beyond the control of the employer, the workers shall be entitled to waiting time from the time of lay-off or discharge until all monies are collected or awarded by the Joint Adjustment Board. For matters of computation, collection shall be based on an eight-hour day on a day-to-day basis including the first Saturday, Sunday and/or Holiday following layoff or discharge. This Article shall not preclude the right of any person to seek or pursue any legal remedy available to him.

(e) An employee under normal circumstances except as otherwise provided herein shall be required to put in a full eight (8) hour day unless laid off or told to leave the job by his employer, in which case he shall be paid in accordance with this Article. No employee shall be discharged except for just cause.

(f) Parking expense shall be reimbursed when free parking does not exist within three blocks of the job site, providing the employee presents his parking receipts to the Contractor.

(g) All wages due workers must be paid weekly on the designated day by the Contractor on the job site prior to the end of the shift. Each employee shall be furnished with a detachable check stub showing the Contractor's name and address, the employee's name and social security number, total straight time hours, total overtime hours, total expense reimbursements, the payroll period, month, day and year for which the check is applicable, and all deductions. The Contractor shall maintain an adequate time record identifying the individual worker and setting forth a daily record of hours worked by each worker. The employee will not be required to sign a waiver of lien to receive his current

records of any employer on reasonable notice for the purpose of investigating compliance with the terms of this Agreement.

(c) Employee's vehicles shall not be used for transportation of materials or tools owned by or subject to the control of the Contractor exceeding fifty (50) pounds.

(d) The documents which the Contractor must provide to an auditing firm pursuant to Article VII, Section 6, shall include all documents set forth in Article XVI, Section 1.

(e) Mileage and/or subsistence payments will be made in accordance with the Southern California Carpenters Master Labor Agreement. Currently subsistence has been eliminated in all areas with the following exceptions: a) Room and Board will be provided for employees working on the off shore islands; b) Room will be provided if employees are required to stay over-night.

Section 6. WAGE AND CONTRIBUTION SCHEDULE

(a) Contractors employing drywall carpenters shall contribute to the 12 Southern California Carpenters Trust Funds and the following rates shall apply:

Journeyman Drywaller	Effective 7/1/2002
Wages	$29.00
Pension	1.01
Health & Welfare	2.45
Industry Fund	.15
Contract Administration Committee	.20
Vacation	2.88*
Apprenticeship	.34
UGC Cooperation Comm.	.17
Total	$36.20

Foreman: $2.00 per hour- over journeyman rate.

Those Contractors employing lathers shall contribute to the Southern California Lathing Industry Trust Funds (Lathers Local 440-L) and the following rates shall apply:

Journeyman Lather	Effective 7/1/2002
Wages	$29.00
Pension	1.09