STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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

SCOPE OF WORK PROVISIONS

FOR

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

31-X-16

WACA/CARPENTERS INFORMAL DISCUSSIONS PACKAGE
PROPOSED 2011-2015 MASTER LABOR AGREEMENT
Summary of Modifications

Term of Agreement:
Agreement shall be effective July 1, 2011 through July 31, 2015.

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Department of Industrial Relations
JUN 09 2011
Div. of Labor Statistics & Research
Chief's Office

AMENDMENTS AND MODIFICATIONS TO THE DRYWALL / LATHING 46 NORTHERN CALIFORNIA COUNTIES MASTER AGREEMENT EFFECTIVE DECEMBER 1, 2003 THROUGH JULY 31, 2008

This Agreement, made and entered into this 1st day of December 2003, by and between the NOTHERN CALIFORNIA DRYWALL CONTRACTOR ASSOCIATION (NCDCA), and its respective members, herein referred to collectively as the Contractors Association, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Regional Council and affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement, amends, modifies, supplements, changes, extends, and renews the Agreements dated August 1, 1974, August 1, 1977, August 1, 1980, August 1, 1983, August 1, 1986, August 1, 1988, August 1, 1992, August 1, 1996, August 1, 1999, and is effective December 1, 2003.

TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the 1st day of December, 2003 through the 31st day of July 2008, and shall continue thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of July, 2008 or not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of July of any subsequent year in which the Master Agreement may terminate serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

Modify provisions of Article 1 (Work and Area Covered) to read as follows:

D Add: "Tackboard"

E – 5 Asbestos
Delete paragraph

Add- "The erection and dismantling of scaffold and/or other related containment work, performed in association with the removal of asbestos or other hazardous materials."

Modify provisions of Article 32 (Stocking, Scrapping and Clean-up) to read as follows:

Add new paragraph after the fifth paragraph to read:
Senior Stocker / Scrapper: The rate for a Stocker / Scraper who has been employed by the same contractor for 2000 hours (consecutively or cumulatively) shall become 50% of Journeyman rate plus Health and Welfare, Vacation, Work Dues and Annuity.

NORTHERN CALIFORNIA DRYWALL/LATHING MASTER AGREEMENT

between

NORTHERN CALIFORNIA DRYWALL CONTRACTORS ASSOCIATION

and

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

of the

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA AFL-CIO

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AUGUST 1, 1999 to JULY 31, 2004

ARTICLE I
WORK AND AREA COVERED

(1) Work Covered

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

A. 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.

B. 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 finish 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.

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

D. 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.

E. (1) The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, including polystyrene or substitute materials, whether attached by adhesive or any other method, in connection with "Drivit" or similar interior or exterior wall or ceiling systems, 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.

(2) 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.

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

(4) 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. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds other than patented scaffolding.

(5) The removal of asbestos products or materials containing asbestos from any portion or structural component of an existing building.

F. (1) All work operations after the initial unloading of the drywall finisher's material on the job site, including distribution to the point of application.

(2) 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.

(3) 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.

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

(5) 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.

The Union understands and recognizes that the Association and its members are signatory to a collective bargaining agreement with the painters covering drywall finishing work. The parties agree that Article I, F shall apply only to those signatory employers who are not signatory to a collective bargaining agreement with the painters covering the drywall finishing work as described in Article I, F of the agreement and who choose to assign that work to the painters. The Union agrees not to invoke or enforce Article I, F 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 covering the drywall finishing work and who chooses to assign that work to the painters.

G. All carpentry work in connection with displays, conventions, trade shows and exhibitions.

ARTICLE 32
STOCKING, SCRAPPING AND CLEAN-UP

It shall not be a violation of Article 1 (Work and Area Covered) and Article 2 (Subcontracting) of this Agreement for a contractor to purchase materials on the basis of a price which includes the transportation and stocking from a manufacturer, distributor, or dealer.

This shall not be interpreted to mean that a direct relationship between the Employer and the stocking contractor shall be exempt from this Article.

The rate for stockers, scrappers, clean-up men, truck and forklift drivers shall be as follows:

50% of journeyman rate plus Health and Welfare, Vacation and Supplemental Dues contributions only:

One (1) probationary stocker-scrapper may be hired when an employer has a stocker-scrapper employed. The probationary stocker-scrapper rate shall be 40% of the applicable journeyman rate plus health and welfare contributions only for a probationary period of six (6) months after which the employee will be advanced to stocker-scrapper status. The probationary stocker-scrapper must work under the supervision of a stocker-scrapper. An Employer may hire an additional probationary stocker-scrapper for the next two (2) stocker-scrappers on his payroll or for each two (2) thereafter.

Stocker-scrappers and/or probationary stocker-scrappers' job duties shall include the placing of materials on job sites or at the shop, moving of materials at job sites, removing scrap construction materials from job sites, disposal of scrap construction materials, scraping of floors, driving scrap truck to or from the shop or disposal sites, and doing general clean-up work at 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 measuring 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.