



TRAVEL AND SUBSISTENCE 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

2014-2019 WACA DRYWALL/LATHING MASTER LABOR AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 19th day of June, 2014, extends the current Master Labor Agreement between the Wall and Ceiling Alliance (WACA) and the Carpenters 46 Northern California Counties Conference Board through July 31, 2019, and provides the following modifications to the 2011-2015 Northern California Drywall/Lathing Master Labor Agreement:

Term of Agreement:

Agreement shall be effective July 1, 2014 through July 31, 2019.

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Office of the Director-Research

SDWT

Modify Article 30 (Travel and Subsistence) as follows:

1. On all work covered by this Agreement, as described in this Article, the following shall apply effective July 1, ~~2000~~ 2015, to be applicable for public projects advertised and private projects bid or negotiated on or after September 1, 2014 . All jobs bid or awarded, or under construction prior to ~~July~~ September 1, 2000 2014, shall be completed under Subsistence requirements in effect prior to July 1, ~~2000~~ 2015.

(a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

Eureka	Santa Rosa
Monterey	Visalia
Fresno	Redding
Kings Beach	South Lake Tahoe
Auburn	Chico
Cloverdale	Woodland
Oakland	Jackson
Manteca	San Jose
Merced	Willits

(b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of ~~twenty-five~~ fifty dollars (\$25.00 50.00) per day. The Individual Employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.

(c) The area known as Geysers is a ~~ten-dollar (\$10.00)~~ subsistence zone.

(d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

2. Exemption to the requirement for payment of subsistence: The Individual Employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:

(a) At the Individual Employer's permanent yard;

(b) At the Individual Employer's permanent shop;

(c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;

(d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area. This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

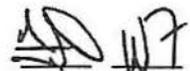
3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.

4. The Individual Employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.

5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the job site.

6. If an employee is transported by the Individual Employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the Individual Employer's time, he/she shall not receive subsistence.

7. Both parties agree to meet and confer relative to subsistence where extremely adverse conditions exist with respect to job site access. Any employee may refuse, without penalty, work requiring an overnight stay.

Handwritten initials, possibly "SD" and "WF", written in black ink.

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

Article 28 Parking

In the event free parking facilities are not available within 1320 feet (measured by direct route on a dedicated vehicular public thoroughfare) of a job site, the individual Employer shall have the right to designate parking areas to be used **within 2640 feet.** Where, because of congested parking conditions, it is necessary to use public facilities, the individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost hereof such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier.

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

AUGUST 1, 1999 to JULY 31, 2004

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Div. of Labor Statistics & Research
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Div. of Labor Statistics & Research
Chief's Office

**ARTICLE 28
PARKING**

In the event free parking facilities are not available within 1320 feet (measured by most direct route on a dedicated vehicular public thoroughfare) of a job site, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost hereof such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier.

**ARTICLE 30
TRAVEL AND SUBSISTENCE**

1. On all work covered by this Agreement, as described in this Article, the following shall apply effective July 1, 2000. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2000.

(a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

Eureka	Santa Rosa
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Merced	

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