COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE NORTHERN CALIFORNIA DISTRICT COUNCIL
OF LABORERS AND ITS AFFILIATED LOCAL UNIONS

and

WALL AND CEILING ALLIANCE

JULY 1, 2016 – JUNE 30, 2019
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Hod Carriers Bay Area Agreement
Collective Bargaining Agreement

This Agreement is made and entered into this 1st day of July 2016 by and between the Wall and Ceiling Alliance (WACA) on behalf of those member/employers who are members of WACA’s Laborers/Hod Carriers Conference and the Northern California District Council of Laborers of the Laborers International Union of North America (LiUNA).

This agreement shall apply to the following counties: Alameda, Contra Costa, San Francisco, San Mateo, San Benito, Santa Clara, Santa Cruz, and Monterey Counties. The parties agree to incorporate the wage and benefit structure negotiated for the given county (reflected in Addendum E) as part of this agreement. The parties are in agreement that the many counties contained within the State of California have different wage rates which are determined by the economics of said counties.

The following parties, the Northern California District Council of Laborers and its affiliated Local Unions and the Wall and Ceiling Alliance (WACA), on behalf of itself and its’ member/employers, after due consideration, voluntarily enter into this Agreement.

It is the desire of the parties hereto to formulate an agreement, which will prevent strikes or lockouts; insure peaceful adjustments; settle all grievances, disputes and differences which may arise between said parties; and tend to stabilize the Industry as follows:

Definitions:

**Employer** - The term Employer as used throughout this agreement shall mean the Wall and Ceiling Alliance

**Union** – The term Union as used throughout this agreement shall mean the Northern California District Council of Laborers and its affiliated Local Unions.

ARTICLE I: Recognition

The Union has requested recognition from the Employer and its individual member/employers, as defined above, as the sole and exclusive bargaining representative of their employees in the bargaining unit described herein under Section 9(a) of the National Labor Relations Act, as amended. The Union has demonstrated, or offered to demonstrate, proof in the form of signed and dated authorization (representation) cards, that it has the support of the majority of these employees. The Employer on behalf of itself and its member employers is satisfied, and agrees that The Union does represent the majority of the employees in the bargaining unit described by this Agreement and are establishing a bargaining relationship within Section 9(a) of the National Labor Relations Act, as amended.

Non-member/employers (“Independent Employer”) who become parties to this Agreement after the effective date do hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees employed by the employer to perform covered employment as is covered by this Agreement in Article II, Section 1, in accordance with the demonstration, or
offer to demonstrate, set forth above.

Any dispute or question arising out of the interpretation of this section shall be resolved through Article XI: Grievance and Arbitration.

**ARTICLE II: Work Covered**

**Section 1:** Hod Carrier (Plaster Tender) shall mean any person serving (tending) any craft person plasterer spreading plaster and/or fireproofing material in any capacity. This includes handling all materials upon arrival at the job site to be used by the craft person plasterer. The job also includes, but is not limited to, the making, mixing, tempering and conveying of all materials whether done by hand or machine; building and handling all necessary trestles and scaffolding (rolling or stationary) in and outside of buildings; the tending of the application of fireproofing insulation, other insulation, and fireproofing materials; the spreading of all temporary protective drop cloths, building paper or plastic covers, and taping of the same; and cleaning of all debris caused by the craft person plasterer inside and outside of the building. All mechanical equipment replacing in whole or part of the work of Hod Carriers shall be cleaned and operated by Hod Carriers. This includes drills, mixers, plaster pumps, wheelbarrows, forklifts, boom winches, tusk hoists, etc. in accordance with such jurisdictional awards as may be granted by Hod Carriers, the District Council, and Laborers’ International Union of North America (LiUNA).

(a) On all fireproofing jobs employer agrees to a pre-job conference five days prior to the start of the job.

**Section 2:** There shall be no cessation or interference of any kind with any work of the employer by reason of jurisdictional disputes between the various Unions affiliated with the Building and Construction Trades Department of the American Federation of Labor, or such other organizations who have entered into this agreement. The resolution of jurisdictional disputes shall be in accordance with the rules of the Building and Construction Trades Department of the American Federation of Labor, with the agreement establishing National Joint Board for the Settlement of disputes in the Building and Construction Industry, or with such rules established pursuant to the agreement between such labor organizations and LiUNA. The Union and the employers covered hereby shall be bound by this Agreement.

The employers, signatory hereto, agree to only hire persons in accordance with Article IV to perform covered employment.

**Section 3:** Hod Carriers shall be employed to pull the hose on all machinery.

(a) Each machine operator Hod Carrier, commonly known as the “Gun Man”, shall receive an additional $0.75 per hour.

(b) On all jobs or projects requiring a hose puller, the Hose Man shall receive $5.00 per day above the pay scale.
(a) No Hod Carrier shall be required by the contractor or any representative of the contractor to use a scoop shovel in the performance of his work. However, nothing herein shall be interpreted to limit the right of the Hod Carrier, at his sole discretion, to use such equipment.

Each piece of rolling stock of the contractor shall be plainly identified by permanently affixing or bearing the name of the contractor’s firm thereon. The height of the letters shall be at least four inches. Violation of this section carries a fifty-dollar ($50.00) penalty.

(b) There shall be one operator to one plaster mixer and one operator to two mineral fiber pumps.

Section 4: The employers signatory hereto, further agree that there will be no work of any kind let by piecework, contract, or lump sum, direct with any employee working under this agreement.

Section 5: Job Reporting: Each employer shall notify the Union, in writing, on a Job Reporting Form to be provided by the Union, of each job on which he or it will be performing work covered by this Agreement. The Job Reporting Form shall include, but not be limited to, the following information: the name and address of the job; the job identification number; the jobsite telephone number, the name of the general contractor and its contact person; the job description (e.g. school or office building); the estimated starting and completion dates; and the estimated number of hours of covered work to be performed. Prior to the availability of a Hod Carriers website, the Job Reporting Form shall be submitted to the Union prior to the commencement of work, by mail, e-mail, or facsimile transmission. Any question or dispute based on the failure of the employer to provide the Job Reporting Form shall be subject to Article XI Grievance and Arbitration

Section 6: Hod Carriers shall reserve the right to refuse to work with the tools, machines, etc. that may be classified as unsafe by order of the Union or the Business Manager.

Section 7: Residential:

Residential Rates (See Addendums B(2), C(2) and D(2) shall be defined as single family residences in residential tracts, condominiums, town houses, cluster homes and apartments which have a maximum of four (4) stories or three (3) stories over parking, that are designed for owner or tenant occupancy. Residential rates shall not apply to custom homes or multi-purpose/mixed use facilities (i.e., residential and commercial buildings all in one).

ARTICLE III: Union Security

UNION SECURITY & HIRING: Whenever an Employer requires Hod Carriers, he shall notify the office of the Union, either in writing or by telephone, stating the number of Hod Carriers required.

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not
members on the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the eighth day following the beginning of such employment, become and remain members in good standing in the Union. In the event that a Hod Carrier fails to tender the required initiation fee or dues in accordance with this section, the Union shall notify the Employer in writing and the Employer shall discharge the Hod Carrier on the day of receipt of notice.

B. Employment

(1) The Union or Local Union shall maintain open and non-discriminatory hiring halls for the use of Hod Carrier desiring employment on work covered by this Agreement and such Hod Carriers shall be entitled to use such hiring halls. It is mutually agreed by the Employer and the Union to fully comply with all of the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order #11246, the Americans with Disabilities Act of 1990, and the California Fair Employment Practices Section, to the end that no person shall, on the grounds of sex, race, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 of this Agreement. (A list of Local Unions, their telephone numbers and daily dispatching hours is attached hereto as "Schedule A" for convenience only.)

The Union shall retain full power to change the location of any hiring hall listed herein, to change the daily dispatching hours listed herein or to cause the merger, amalgamation or consolidation of any two or more hiring halls listed herein. The Union shall give notice in writing to the Employer whenever any such change, merger, amalgamation or consolidation becomes effective. If the Employer desires a location of a hiring hall or daily dispatching hours other than as specified herein, notice of such desire shall be given to the Union in writing and the Collective Bargaining Representative shall promptly enter into negotiations with regard to such subject.

(2) Each person desiring employment shall register through such hiring hall by appearing personally and by indicating his/her name, address, telephone number, Social Security account number, qualifications and employment desired, or by telephone in those local unions permitting telephone registration. Each such person shall be listed numerically in the order in which he/she registers.

(3) No person shall be entitled to have his name placed on any employment list which is applicable to a particular type or classification of work unless he/she has been employed in such type or classification of work for six months consecutively or accumulatively within a period of three (3) years immediately preceding the date of his/her registration.

(4) The Individual Employer shall contact the appropriate hiring hall of the local Union having work and area jurisdiction for all Hod Carriers as he/she or it may from time to time need, and the Local Union shall furnish to the Individual Employer the required number of qualified and competent Hod Carriers of the classifications needed by the Individual Employer in accordance with the provisions of this subsection 28, if such Hod Carriers are available.
(5) When requesting Hod Carriers, the Individual Employer shall submit job orders indicating the number of persons desired, qualifications of each person desired, the location of the job, the reporting date and time and the representative of the Individual Employer to be contacted on the job site.

(6) The appropriate hiring hall of the Local Union of the Union having work and area jurisdiction will furnish in accordance with the request of the Individual Employer such qualified and competent Hod Carriers of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral in the following order of preference:

Persons shall be referred in the order in which they are registered if their registration indicates that they are qualified for and desirous of taking such referral, unless they are not available for referral, subject to the following conditions: First,

(a) Notwithstanding any other provision of this Agreement, the Individual Employer may request a person by name, out of order, and such person must be dispatched if such person is registered on the out-of-work list and if such person was employed previously by such Individual Employer or member of a joint venture within three years prior to such request within the territorial jurisdiction of the appropriate Local Union of the Union.

(b) In addition to requests permitted by the provision of subsection 6(a), the Individual Employer may request any person registered on the out-of-work list out of order for any reason; provided, however, that at no time shall any job contain more than 50% of persons requested under subsection 6(b). It will not be a violation of this Agreement for an owner (1 person) to perform Hod Carriers' work when needed, provided that said owner is performing work with at least one (1) additional Hod Carrier on the job site.

(c) Any Local Union may, at its option, permit a percentage of individual requests greater than 50% on any job. Such permission shall not be deemed a violation of this Agreement.

(d) Notwithstanding the above, the mobility of all employees who have been employees of the Individual Employer for a period of three hundred sixty (360) hours out of the immediate preceding six (6) months, shall not be restricted for any reason subject to Section 2A, Union Security. In order for the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual Employer shall:

(i) Provide the appropriate Local Union with a current list of names and Social Security Numbers of those employees who are eligible for mobility, prior to any employee being moved; and

(ii) The Individual Employer shall notify the appropriate Local Union of a job or project of more than five day's duration.

(iii) In cases where an individual employer is found to have dispatched certain employees not eligible for mobility to a job site as defined herein, then the local Union having jurisdiction in the project area shall notify the employer of such violation or error. The employer, upon notification by the Union,
shall within one (1) working day, correct said violation or error to the satisfaction of the Union. Additional Hod Carriers shall be obtained in accordance with the hiring hall procedures from the Local Union in the area where work is performed. All Hod Carriers shall have in their possession proof of proper dispatch and Union status which shall be produced upon request of Local Union representative in the area where the job is located. Any violation not resolved to the mutual satisfaction of the parties shall be subject to Article XVI of this Agreement.

(iv) No Employee of the Employer shall suffer loss of mobility for a break in service of two (2) months or less with the employer if the break in service is due to illness, extended vacation or winter shutdown.

(e) No person shall be dispatched pursuant to the provisions of subsection 6(a), 6(b) or 6(c) of this Section unless the Individual Employer's request is in writing, dated, is signed by an appropriate management representative, specifies whether the person is a rehire and names the job for which rehire is requested.

Second, persons who, within five (5) years immediately preceding the job order, performed work covered under this Agreement in the geographical area covered by this Agreement in the order in which they registered.

Third, persons who are registered in the order in which they registered by qualification.

(7) Available for employment shall mean: All persons eligible for referral shall be present at the hiring hall or present at their residence phone if they live at a location specified in subsection (2) of this subsection 28 during dispatching hours, unless excused for the following reasons:

(a) When a death occurs in the immediate family, from the date of death and not exceeding one week after the date of burial, however, they shall produce bona fide proof of such death.

(b) Persons on jury duty, providing they produce bona fide proof that they are serving on a jury.

(c) Persons temporarily serving in the U.S. Military Reserve, providing they show bona fide proof of such service.

(d) Attendance at Workers' Compensation Hearing or any administrative or court appearance.

(8) When ordering workers, the Individual Employer will give notice to the appropriate hiring hall of the Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17-1/2) hours, if possible, before the required reporting time. In the event that forty-eight (48) consecutive hours after such notice (Saturday, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the Individual Employer may procure workers from any other source or sources. If workers are so employed,
the Individual Employer shall promptly report to the appropriate hiring hall of the Local Union, in writing or by phone with written confirmation within forty-eight (48) hours, the name, address and Social Security account number of the employee procured from such other source or sources and the date of employment and the location of the job on which he/she is employed. Workers who report on the first day are to be paid from the time they report to the Individual Employer's designated location.

(9) Dispatching hours shall be as specified in subdivision (1) of this subsection 28 or as specified in the notice or notices submitted pursuant to subdivision (1) of this subsection 28. In emergency cases, individuals may be dispatched other than at such dispatching hours.

(10) Each person, upon being referred, shall receive a written referral to be transmitted to the Employer representative at the job site indicating the name, address, Social Security Account Number, type of job, date of proposed employment and date of referral.

(11) To insure the maintenance of a current registration list, all persons who do not re-register or answer roll call, as the case may be, on each regularly scheduled roll call day (which shall not be more often than once a week), shall be removed from the registration list unless excused in accordance with subsection 28(7). Any person may re-register by phone and must be personally present at the phone during dispatch hours. If a referral is made by phone, a written dispatch slip must be sent to the Individual Employer and worker. Any person who is permitted to register by telephone under this subsection 28 must appear personally at the appropriate hiring hall on roll call day. If such persons re-register or answer roll call pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of subsection 12 of subsection 28 following, such person shall not be entitled to the position he/she held prior to his elimination in the event he/she re-registers or answers roll call, as the case may be. Persons will be excused from answering roll call only for the reason enumerated in subsection 28(7).

(12) Persons shall be eliminated from the registration list for the following reasons:

(a) Dispatched to a job - except that any person who is rejected by the Individual Employer or who fails to complete two (2) full days of work shall retain his/her position on said list; provided, no person who is rejected by the Individual Employer shall be re-referred to such Individual Employer with respect to the same request pursuant to which he/she was initially referred.

(b) Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him/her.

(c) Unavailable for employment.

(d) Any person dispatched to a job who fails to report for work.
(13) Notwithstanding the provisions of this subsection 28, upon the same notice as required in 28(6)(E) being given to the appropriate Local Union of the Union, an Individual Employer shall have complete freedom to employ the first key Hod Carrier.

(14) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for just cause including but not limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986. In the event an Individual Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, the Individual Employer shall be free to secure such skilled person from any available source subject to Section 2a of this Agreement.

(15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.

(16) Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of subsection A of this Section 2.

(17) Any person aggrieved by the operation of the hiring hall shall submit his/her grievance to the permanent hiring hall neutral arbitrator provided that such submission is made in writing stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance.

The Arbitrator shall have full power to adjust the grievance, and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of the Union and each Local Union.

The permanent hiring hall neutral arbitrator shall be Robert Hirsch and notices required by this Section shall be mailed or delivered to P.O. Box 170428, San Francisco, CA 94117. The date of this postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Local Union regardless of who the Local Union or Individual Employer is.

**ARTICLE IV: This Article is intentionally left blank.**
ARTICLE V: Wages, Hours, and Working Conditions

In any case, where an Individual Employer employs a craft person plasterer or craft person plasterer apprentice, a Hod Carrier shall be employed.

Whenever an employee covered by this agreement works outside the jurisdiction of this Agreement or with employers covered by an agreement with another Local Union in the same craft, and the scale of wages varies, such employee shall receive the higher scale of wages.

Commercial Wages/ Residential Wages and Fringe Benefits

Section 1: Effective July 1, 2016, the hourly rate of wages for journeymen Hod Carriers shall increase pursuant to the Addendums C, D and E, attached hereto.

Section 2: Gun Man: On all jobs or projects employing a Gun Man, the Gun Man shall receive $0.75 more per hour over the prevailing scale wages.

Section 3: Hose Man: On all jobs or projects requiring a hose puller, the Hose Man shall receive $5.00 per day above the pay scale.

Section 4: Parking: If free parking is not available or provided by the Individual Employer, employees shall receive full reimbursement for parking after turning in receipts from the most reasonable parking facility available within a three (3)-block radius of the jobsite or full reimbursement of BART fare to the jobsite.

Section 5: Bridge Toll(s): All bridge toll to be paid by the employer upon receipt of reasonable substantiation.

Section 6: Apprenticeship Program: Each employer represented by the Association and each individual employer signatory hereto, or who may hereafter become signatory hereto agrees to be bound by all terms and conditions of the Northern California District Council of Laborers’ Joint Apprenticeship Training Committee and by any amendments thereto as well as any amendments which may hereafter become effective during the term of this Agreement.

The parties agree that a signatory employer may employ one person enrolled in the Northern California District Council of Laborers’ Joint Apprenticeship Training Committee Apprenticeship Program, provided that three journeyman Hod Carriers are employed by such employer. After a signatory employer has hired six journeymen, he shall be allowed to hire an additional apprentice. After nine journeymen have been hired, the employer shall be allowed to hire a third apprentice, and so on as long as the ratio of journeymen to apprentice is maintained at least three to one. The employer must lay off sufficient apprentices or hire sufficient journeymen to maintain the three to one journeyman to apprentice ratio. On projects with fewer than three (3) journey-level Plaster Tenders, an employer may employ one (1) apprentice per project with at least one (1) journey-level Plaster Tender.
(a) The Union shall maintain a separate out-of-work list for the apprentices, who shall be dispatched in accordance with the rules outlined in Article IV, Section 1 of this Agreement.

Section 7: Subsistence. On jobs sixty (60) miles or more from the jurisdiction of the Union Hiring Hall or the member’s home, to the jobsite, the allowance shall be paid at a rate of seventy-five dollars ($75) for each day worked, or reasonable room and board.

Section 8: All Hod Carriers shall report fifteen minutes before the normal work hour for the purpose of setting up equipment. This time shall be paid at time and a half, effective upon ratification of this Agreement.

Section 9: It is further agreed that when an employer hires men for work outside the jurisdiction of the Union, and the scale of wages is different from that of the Local involved, the higher of the two scales shall be paid.

Section 10: Any Hod Carrier dispatched to a job at the request of the employer and, through no fault of his or her own, is not put to work shall receive two hours pay plus travel expenses from said employer. Should the employee continue working after noon, he or she shall be entitled to a full day’s pay, plus travel expenses. The above shall not be enforced if the employee is under the influence of alcohol or is prevented from working by circumstances beyond the control of the employer.

Section 11: All Hod Carriers laid off or discharged must be paid in full immediately. If given an office number he or she must be allowed one-hour additional time going from the job to the office where payment is to be made. Whenever employees are not paid on or before 3:15 p.m. on Friday, they shall receive full waiting time for each hour until payment is made with a minimum of two hours but not to exceed seven hours pay in a twenty-four hour period.

Section 12: If a Hod Carrier does not receive his wages when due, he shall receive, as a penalty of nonpayment of wages, an amount equivalent to the regular rate of wages for each hour until paid, but not to exceed eight hours pay in a twenty-four hour period.

Section 13: When a Hod Carrier is dispatched to any job site, he or she must report to work for that specific job at least one day. If conditions are such that said dispatched employee cannot work, he or she shall call the office and wait on the job until replaced or the business agent arrives on the job. When a Hod Carrier is working in shop and conditions beyond his control prevent him from going to work, he shall notify the Union and his employer and get replacement.

Section 14: In the event a Hod Carrier is injured on the job and requires hospitalization, he or she shall receive compensation for the full day.

Section 15: Every Hod Carrier must be paid in full fifteen minutes before quitting time on Friday. In order to facilitate the making out of payrolls, the employer may be allowed three days hold back on the payrolls to be optional with the employer.

Section 16: When one or more employees covered by this Agreement are working on a job, the Business Manager of the Union may, at his own discretion, appoint one of the employees as a Job Steward.

Section 17: No Hod Carrier or Steward shall be discharged or discriminated against for
Section 18: No Steward shall have the power to stop any job, but shall, at the occurrence of any grievance, notify the representatives of the Local Union and await his arrival at the job site without cessation of work.

Section 19: Job Stewards shall not be laid off for any reason other than lack of work or failure to perform their work. The employer shall be the sole judge of the employee’s performance. The Steward or any Hod Carrier shall have the right to challenge any Hod Carrier for paychecks, books, and cards.

Section 20: The employer agrees that the Union representative shall at any time have free access to the job for purposes of checking that conditions of the collective bargaining agreement are adhered to.

Section 21: The standard hod accepted by the Union shall be the equivalent of the inside measurement of twenty-two inches in length, eleven inches in height, and twelve inches in width. No Hod Carrier shall be allowed, nor shall the employer require him or her to carry more than the standard hod.

Section 22: As a safety measure, all employers are required to use standard Hod Carrier ladders on the job. Standard Hod Carrier ladders shall be no more than five inches separating each rung.

Section 23: Hod Carriers shall not be allowed, nor shall an employer require him or her to haul more than a hammer and a saw to and from the job site in his or her own vehicle. All Hod Carriers shall be required to wear white pants, overalls, or protective covering.

Section 24: No Hod Carrier shall work when contractors, foremen, or craft person plasterer and/or craft person plasterer apprentices infringe on their jurisdiction.

Section 25: Hod Carriers shall be responsible for cleaning the employer’s wheelbarrow, mixer, and plaster guns prior to leaving the job site. In the event a Hod Carrier fails to clean such items and damage results, the employer may, within five days of such failure, bring the responsible Hod Carrier before the Joint Arbitration Board. In the event the Hod Carrier is found to have violated this provision, he or she may be subject to a fine not to exceed fifty dollars for the first offense. Repeated violations within a six-month period may subject the Hod Carrier to fines up to two hundred dollars for each repeated violation.

Section 26: It is further agreed that all plastering contractors or other employers of Hod Carriers shall have some specific brand name for identifying their respective equipment to Hod Carriers.

Section 27: All signatory employers agree to notify the Union twenty-four hours in advance of loaning any equipment to Hod Carriers.

Section 28: The Employer agrees to notify the Union in advance, by e-mail or facsimile, of the need to work overtime.
Section 29: On May 1st of each year, a committee comprised of Labor and Management in equal numbers will meet to discuss the possibility of extending the workday for a period of four months during the summer.

Section 30: Hod Carriers shall tend no more than two (2) plasterers, except on finish or veneer work, at which time he shall tend no more than three (3) plasterers.

Section 31: Hod Carriers shall tend no more than one (1) mixer and one (1) pump simultaneously; however, a Hod Carrier may tend more than one (1) mixer when used intermittently.

Section 32: Hod Carriers shall not mix mortar or plaster by hand for more than one (1) plasterer. However, small patch jobs are excluded.

Section 33: To the extent that Individual Employers and the Union have established past practices which differ from the terms of this Agreement, those past practices will be recognized and honored. The Union does not accept this language, however, will accept language that delineates such past practices or samples thereof before making a decision.

Section 34: If an Individual Employer performs work on a public project for a Charter City that has established prevailing wages and benefits that are lower than the applicable Prevailing Wage Determination posted by the California Department of Industrial Relations, the Employer shall be permitted to perform the work in accordance with the lower prevailing wage and benefit rates. The Employer and the Union will meet and confer regarding how to implement the lower prevailing wage rates. In the event they are unable to agree, the rate will be established by, in order of priority (a) the base hourly wage rate established by the Charter City; (b) the Health & Welfare rate set forth in this Agreement; and (c) the Pension contribution rate set forth in this Agreement. The Union accepts this language but requests that it be fleshed out a bit.

ARTICLE VI: Working Hours, Overtime, and Shift Work

Section 1: A regular work day shall consist of seven (7) or eight (8) hours per day at the option of the employer. A regular workweek shall consist of five (5) regular workdays totaling thirty-five (35) or forty (40) hours per week. The lunch period shall be thirty (30) minutes beginning no later than five (5) hours after the beginning of the workday. The regular working hours shall be seven (7) or eight (8) consecutive hours between 6:00 a.m. and 4:30 p.m. By the same token, the Union is also aware that start times can differ due to weather conditions. In the event of shift work, time shall be paid at the following rates: Day Shift: straight time; Swing Shift: 10% per hour above the prevailing rate to the nearest one cent; Graveyard Shift: 15% per hour above the prevailing rate to the nearest one cent.

(a) Effective as of July 1, 2009 the regular workweek on commercial work shall consist of forty hours per week, Monday through Friday. On residential work, the work week shall vary according to the option of the individual employers as provided in Article V, but in no event shall exceed forty hours.
(b) Designated Hod Carriers will report to the job site fifteen (15) minutes early for “Start-Up” purposes if requested by the employer and paid according to the designated wage scale.

(c) Individual Employer shall authorize and permit all employees to take one ten (10) minute coffee break or rest for every four (4) hours, or major fraction thereof, worked. The rest period shall be, insofar as practicable, in the middle of each four (4) hour work period, at the convenience of the job operation as permitted by Wage Order 16. If the Individual Employer fails to provide an employee a rest period in accordance with this Section, the Individual Employer shall compensate the employee one (1) hour of wages and fringe benefits at the employee’s regular rate of compensation for each workday that the rest period was not provided. Authorized rest period time shall be counted as hours worked for which there shall be no deductions from wages. Rest periods shall take place at areas designated by the Individual Employer, which may include or be limited to the employee’s immediate work area.

(d) All disputes regarding an Employer’s alleged failure to provide meal periods and/or rest periods in accordance with this Agreement or as required by California law shall be processed as grievances in accordance with Article XI.

Section 2: Overtime shall not be worked unless the employer notifies the Union hall having jurisdiction over such work, in advance by e-mail or facsimile, of the need to work overtime. Overtime is calculated on gross wage(s) minus Vacation, Dues Check-Off, and Organizing.

(a) On all work covered by this Agreement, the first four hours after the end of the approved or regular workday shall be paid at time and a half.

(b) Time and a half shall be paid for the first eight hours worked Saturdays.

(c) All other time shall be paid at double the straight time rate.

(d) All fringe benefit contributions for overtime work shall be at straight time.

Section 3: Recognized Holidays: All holidays are aligned with the Plastering Contract per each jurisdiction.

Section 4: All signatory employers will be notified at the beginning of each contract year regarding holidays and days off.

Section 5: It shall not be a violation of this Agreement for the Union to remove employees of an employer, or to refuse to man any job for an employer who is signatory to any agreement with a Local Union affiliated with the Bay Area Conference of Hod Carriers, when such employer is, or has become, delinquent in his payment of wages, health and welfare, pension, vacation, and other fringe benefits or other remuneration.

(a) During the term of this Agreement, as long as neither party is in violation of this Agreement, there shall be no strike or lockout. It shall not, however, be a violation of this section for employees by this Agreement to honor a sanctioned picket line of another Union.

Section 6: It is agreed that all work covered by this Agreement, either performed by the
Individual Employers covered hereby or by any person, firm, or corporation for and on behalf of the Individual Employer covered by the subcontract, or otherwise; or an Individual Employer in association with any other person, firm or corporation, shall be governed by the terms and conditions of this Agreement.

(a) The Individual Employer agrees that he will not contract to have performed any work covered by this Agreement at the site of construction, alteration or repair of a building, structure or other work with anyone not signatory to the Collective Bargaining Agreement;

(b) A National or International Union now affiliated with the Building Construction Trades Department, AFL-CIO; or

(c) A labor organization whose National or International Union is now affiliated with the Building Construction Trades Department, AFL-CIO, or its predecessor, or a State or Local Building and Construction Trades Council.

(d) The employer further agrees that he will include in his contracts to have performed work covered by this Agreement at the site of construction, alteration, and repair of a building, structure or other work, appropriate provisions to carry out this Agreement.

Section 7: When employees are required to travel outside the area covered by this agreement, they shall be paid transportation at the rates charged by public transportation and all toll fares upon receipt of proof thereof.

ARTICLE VII: Safety Regulations

Section 1: Every employer employing Hod Carriers and Shop hands shall provide for the safety of his employees by complying with all Federal, State, and Municipal laws and regulations pertaining to the plastering industry.

Section 2: In the event a Hod Carrier is injured on the job and requires hospitalization, he shall receive compensation for the full day.

ARTICLE VIII: Fringe Benefits

Each Individual Employer shall remit to the professional administrator or other agent designated by the Union, the health and welfare, pension (defined benefit and defined contribution), dues check-off, vacation, promotion, training, and all other fringe benefits funds described in this Agreement, for all hours worked within the geographic jurisdiction of the Union by all covered employees employed by the Individual Employer, whether or not such covered employees are members of the Union. Nothing in this section shall modify the union security provisions (Article II) or the employment and hiring procedures (Article IV) of this Agreement.

Section 1: Health and Welfare: Effective for all work performed on or after July 1, 2016, the individual employer shall pay to the Northern California Laborers Trust Fund at the specified rates, for each hour worked by each of its employees on work covered by this Agreement. Said rate shall be subject to increases as of July 1, 2017 and 2018 as the Union, in its sole discretion,
may allocate. (Please refer to Addendums B(1) through D(2) for current rates)

Said Trust Fund shall be administered in accordance with the Trust Fund Agreement. If any amendments are made to said Agreement, the Individual Employer agrees to be bound by said Trust Fund Agreement as so amended.

**Section 2: Pension:** Effective for all work performed on or after July 1, 2016, the Individual Employer shall pay to the Northern California Hod Carriers’ Industry Pension Trust Fund, at the specified rates, for each hour worked by each of its employees on work covered by this Agreement. Said rate shall be subject to increases as of July 1, 2017 and 2018 as the Union, in its sole discretion, may allocate. Said Trust Fund shall be administered in accordance with the Trust Agreement. If any amendments are made to said Agreement, the individual employer agrees to be bound by said Trust Fund Agreement. (Please refer to Addendums B(1) through D(2) for current rates)

**Section 3: Supplemental Money Purchase Plan:** Effective for all work performed on or after July 1, 2016 the Individual Employer shall pay to Hod Carriers’ Supplemental Retirement Fund at the specified rates, for each hour worked by each of its employees on work covered by this Agreement. Said rate shall be subject to increases as of July 1, 2013, 2014, 2015 as the Union, in its sole discretion, may allocate. (Please refer to Addendums B(1) through D(2) for current rates)

Said Trust Fund shall be administered in accordance with the Trust Fund Agreement. If any amendments are made, the Individual Employer agrees to be bound by this Agreement.

**Section 4:**

(a) **Commercial/ Residential - Vacation Pay & Dues Check-Off:** Vacation Pay and Dues Check-Off to be paid at the specified rates, for each hour worked by each of its employees on work covered by this Agreement. The contributions to the Vacation Fund and Dues Check-Off shall be deducted from the gross pay of each employee. (Please refer to Addendums B(1) through D(2) for current rates)

**Section 5:** The payments and contributions that are provided for in Article VI, Sections 1 through 4 shall herein be made in accordance with the applicable Trust Agreement and regulations prescribed by the Board of Trustees of the applicable Trust.

The payments provided for in Article VII, Sections 1 through 4 are due, and payable on or before the fifteenth day of the month. If the fifteenth day falls on Saturday, Sunday, or a holiday the following business day’s postmark shall be acceptable.

Payments received after the fifteenth day of the month, unless bearing an official postmark of the United States Postal Service, and that are mailed on or before the fifteenth day of the month shall thereupon become delinquent. For the purposes of this Agreement, private postal machine postmarks shall not be considered valid after the fifteenth day of the month. A delinquent employer shall pay such Fund twenty percent of any unpaid amount or twenty dollars whichever is greater as and for liquidated damages plus interest upon the total amount from the date due and
costs of collection including attorney fees, accountant fees and court costs pursuant to Trust Fund documents. Any contractor or employer whose payment is not received by the thirtieth day of the month, shall no longer be furnished men.

**ARTICLE IX: Industry Promotion**

**Section 1:** The parties agree that they have established and will maintain an Industry Promotional Program, Incorporated established in accordance with all applicable State and federal Corporate Laws. All signatory employers agree to contribute for each hour worked by all employees on work covered by this Agreement toward the operation and maintenance of the aforementioned Program. Effective July 1, 2009 fifty-eight cents commercial and forty-three cents residential per hour shall be contributed into the Wall and Ceiling Alliance Industry Promotion Fund.

Payments for the hours worked in the preceding month will be due on or before the fifteenth day of the month. Payments received after the fifteenth day of the month, unless bearing an official postmark of the United States Postal Service indicating mailing on or before the fifteenth day of the month shall thereupon become delinquent for the purposes of this Agreement. Private postal machine postmarks shall not be considered an official postmark. A delinquent employer shall pay twenty percent or twenty dollars whichever is greater as and for liquidated damages. In addition the employer shall pay interest upon the total amount from the date due plus costs of collection including attorney’s fees, accountant fees, and court costs. Any contractor or employer whose payment is not received by the thirtieth day of the month shall no longer be furnished men.

**ARTICLE X: Bonding**

**Section 1:** The parties hereto recognize that the payment of wages and employer contributions to the fringe benefit funds and other financial obligations hereunder are the essence of this Agreement. In order to ensure that such financial obligations are met each employer bound to this Agreement agrees to deposit adequate security with the administrator of the Northern California Laborers Health and Welfare and Vacation Funds and the Hod Carriers’ Pension Funds. Adequate security shall be deemed either:

(a) Each Individual Employer party hereto shall post a bond, or deposit cash in an equivalent amount to secure the payment of wages, fringe benefits and other assessments provided for in this Agreement and in the applicable Trust Agreements. Said bond or cash deposit shall be in the amount of twenty thousand dollars ($20,000.00) for any Individual Employer employing an average of ten (10) or fewer employees during the past calendar year; in the amount of forty thousand dollars ($40,000.00) for any Individual Employer employing an average of eleven (11) to twenty (20) employees during the past calendar year; and an additional two thousand dollars ($2,000.00) for each employee over an average of twenty (20) employees employed during the past calendar year.

(b) The bond shall be underwritten by a California bonding company, rates as “A-“ or better by A.M. Best. The bonding company and the form of the bond shall be approved by the Union and the Association.

(c) Upon request, the Individual Employer shall provide the Union with a copy of its bond.
(d) In lieu of a bond, the Individual Employer may deposit cash with Allied Administrators, Inc., in the amounts set forth in section 1 of this Article. The cash bond may be accumulated by an initial deposit in the amount of one thousand dollars ($1,000.00) if the Individual Employer employed an average of five or fewer employees during the past calendar year or in the amount of two thousand dollars ($2,000.00) if the Individual Employer employed an average of six (6) to ten (10) employees during the past calendar year, plus an additional one hundred fifty dollars ($150.00) for each employee over an average of ten (10) employees employed during the past calendar year, and the monthly payment thereafter of two dollars ($2.00) for each hour worked by each employee covered by this Agreement until the amount specified under Section 1 of this Article has been accumulated.

(e) The Union may withdraw employees from, or refuse to dispatch employees to, any Individual Employer who is not fully in compliance with the bonding requirements set forth in this Article. Such withdrawal or refusal to dispatch shall not be in violation of this Agreement.

(f) The Union and the Trust Funds, individually and collectively, specifically agree to hold harmless and defend the Association and its individual members against any claim or charge of damage or loss to which might result, directly or indirectly, from the application of this bonding requirement.

Section 2: In addition to securing wages and fringes, bonds, cash, or surety shall cover liquidated damages and cost of collection including accounting and attorneys’ fees.

Section 3: Interest accumulated on cash bonds shall be surcharged for administration of the cash bond deposit fund. In the event the contractor who has deposited a cash bond with the administration has left the jurisdiction or in the event a contractor’s work in the jurisdiction has been completed, such contractor may apply to have cash bond refunded ninety days after having left the jurisdiction and/or completed work within the jurisdiction. Said cash bond plus interest thereon less any unpaid wages and/or fringes less proportionate charges for administration of the cash bond deposit fund, shall thereupon be refunded to the contractor.

Section 4: When the Union or the trustees of the various trusts file a claim with the administrator because wages and/or fringe contributions have not been made, such claim shall be immediately honored by the administrator. If a contractor disputes all or part of said claim, he may, upon presentation of his proof of and upon a favorable determination by the Labor Management Committee have restored to his credit that portion of the claim which is determined to be unfounded.

Section 5: The Union may withdraw employees from, or refuse to dispatch employees to, any employer who is not in full compliance with this Agreement. Such withdrawal or refusal to dispatch shall not be a violation of this Agreement.

Section 6: The Union and the Trust Fund, individually and collectively, agree to hold harmless and defend the Association and its individual members against any claim or discharge of damage or loss which might result, directly or indirectly, from the application of this bonding agreement.

Section 7: Any employer who fails to pay the contribution shall be personally liable under the Agreement for benefits due his or her employees specified in the plans referred to above if said
employees do not receive said benefits by reason of such employer’s failure to make such contributions on their behalf.

**ARTICLE XI: Grievance and Arbitration**

(a) In the event a grievance arises, excepting those set forth, between the Union and its members and the employers, which cannot be amicably resolved within 48- hours, the Union may put the grievance or dispute in writing and require the creation of a Joint Arbitration Board which shall hear the positions of the parties and render a decision. Said arbitration board shall be composed of two representatives and/or their alternates selected by the Union and two representatives and their alternates selected by the employer. A quorum of the Board shall consist of one (1) employer member and one (1) Union member, along with the 5th member and/or the Arbitrator.

(b) Said Board shall organize at once, elect a Chairman and a Secretary, and adopt the rules of procedure which shall bind employers, Union and their members. Said Board shall select a date, not to exceed ten days from the date of the organization of the Board, for a hearing on the merits of the dispute or grievance. Notice of time, date, and place of the hearing shall be given to the employer and the Union. Notice shall be deemed good when served upon the employer, a responsible supervisor of the employer, or at the employer’s principal place of business. The hearing before the Arbitration Board shall not be delayed except in the event of:

1. The employer adjusting the dispute or grievance in the manner requested by the Union;

2. Mutual agreement between parties involved.

In the event the employer or his authorized representative does not appear at the appointed place and time for the hearing, the dispute or grievance shall be settled in favor of the Union. In the event the Union does not appear at the appointed place and time for the hearing, the grievance or dispute shall be settled in favor of the employer.

(c) Said Board shall have the power to adjust any differences of any character that may arise regarding the meaning or enforcement of this Agreement. If the Board fails to render a decision on the matter referred to the Board, the members of the Board shall choose a fifth member from one of the following: Robert Hirsch, William Cahill, or an alternate mutually agreed to by the parties, who shall have no business or financial connection to either party. The decision of the Board shall be determined by the majority of its members and shall be rendered in writing within five days after the selection of the fifth member. Any decision rendered by the Board shall be final, conclusive and binding for the Employer(s), the Union, and its members.

(d) Pending such decision, work shall be continued under the status quo prior to the time of the dispute. Any decision so rendered by the Board shall be immediately enacted and work thereafter continued in accordance with agreement and provisions of such Board.

(e) Any decision within the jurisdiction of the Arbitrator shall be final and binding upon all concerned. The expenses and salary incident to the service of the Arbitrator shall be shared equally by the Employer and the Union.
Nevertheless any provisions of this Agreement to the contrary, no dispute, complaint or grievance arising out of the failure or refusal of an Employer to comply with the Union security, hiring hall, wages, health and welfare, fringe benefits, or other sections of this Agreement shall be subject to the grievance or arbitration provisions of this Agreement. It shall not be a violation of this Agreement for the Union to withdraw its members or refuse to man any job of any employer who fails or refuses to comply with the provisions herein contained, and such withdrawal of member or refusal to man a job shall not be a strike or work stoppage within the terms of this Agreement.

ARTICLE XII: Employers Membership

Section 1: This Agreement is made for, and on behalf of the Employer, its’ member employers who are members of WACA’s Laborers/Hod Carriers Conference, and shall be binding upon all persons, firms, or corporations at the time of the execution of this Agreement who are, or who, during the term the term of the Agreement thereof, become members of the Laborers/Hod Carriers Conference, and any employer who is not a member of the Wall And Ceiling and who may execute this Agreement.

Section 2: The Association represents that, on the date of its execution of the Agreement, it represents those persons, firms, or corporations whose names are listed on Schedule A attached hereto, which is hereby made a part hereof, and said persons, firms, or corporations so listed have duly authorized it to make this contract for and on behalf of their parties hereto. The Association shall, on occasion, supply the Union with any change in the membership.

ARTICLE XIII: Liability of Parties

Section 1: It is mutually understood and agreed that neither the Association, the Individual Employer, nor the Union shall be liable for damages caused by the acts or conduct of any individuals or groups of people who are acting or conducting themselves in a matter that is a violation of the terms of this Agreement without authority of respective party, provided that such action or conduct has not been specifically authorized, participated in, or condoned by the Association, the individual employer, or the Union as the case may be.

Section 2: It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction over the subject matter of the Agreement. If any section of this agreement is held or determined to be illegal or void as being in violation of or contradicting any such laws, rulings, or regulations, the remainder of the Agreement shall remain in effect unless the sections so found to be void are wholly inseparable from the remaining section of this Agreement. The parties agree that if and when any provision of this Agreement are held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.
ARTICLE XIV: Violation of Collective Bargaining Agreement

Section 1: The parties hereto specifically agree that, in the event of a violation of the hiring procedure or overtime clause of this agreement, employer working with the tools, violation of building codes or other collective bargaining contracts by and between the Local Building and Trades Council, AFL-CIO, and the employers and employees represented by them employed on work covered by this Agreement, the amount of damages sustained by such violation or breach would be impractical or extremely difficult to fix by way of actual damages and, therefore agree that the employer shall pay as liquidated damages the sum of fifty dollars for each violation per employee involved for each day the violation continues, in addition to any wages due any employee or for any employee benefits and any other special damages that may be proved; said damages to be paid within forty-eight hours.

ARTICLE XIV: Term of Agreement

Section 1: This Agreement shall remain in effect until June 30, 2019 and shall be renewed from year to year thereafter, unless either party shall give written notice to the other of a desire to change at least ninety days prior to the expiration date of the Agreement.

ARTICLE XV: Industry Meetings

It is mutually agreed that for the betterment of the industry, meetings shall be held at least once every three months with members of the industry in equal number; namely Lathers, Plasterers, Hod Carriers, and its Contractors to resolve any problems that may arise in the area.

ARTICLE XVI: Rights of Association

The employer shall have the right to designate one member of the Association to investigate the hiring hall practices of the Union, provided said inspections are made during reasonable business hours. This right of inspection extends only to the written referral records of the Union and to the general hiring hall practices, it does not extend any right to said representative to inspect financial records of the Union. Any discrepancies noted by said representative shall be promptly brought to the attention of the Union by a letter addressed to its duly elected Business Manager.

In witness whereof, the parties hereto have set their hands and seals this 1st day of July 2016 by their respective offices duly authorized to do so.

Wall and Ceiling Alliance

Nancy Brinkerhoff, President

Frank Nunes, Executive Director

Northern California District Council of Laborers

Oscar De La Torre
Business Manager

NCDCL:asa
opeiu29 afl-cio

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2016-2019 Hod Carriers Bay Area Agreement
INDEPENDENT EMPLOYER

Contractor: ________________________________

Address: ________________________________

Telephone No.: ________________________________

Signature & Title: ________________________________

License No.: __________

Classification: __________

Date: ________________

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
INDEPENDENT EMPLOYER

Contractor: ____________________________________________

Address: ______________________________________________

Telephone No.: _________________________________________

Signature & Title: ________________________________________

License No.: ______________

Classification: _________

Date: ____________________

TRUST FUNDS
INDEPENDENT EMPLOYER

Contractor: ________________________________

Address: ________________________________

Telephone No.: ________________________________

Signature & Title: ________________________________

License No.: __________

Classification: ______

Date: ________________

INDEPENDENT EMPLOYER
ADDENDUM A
(Article XX)

ADDENDUM TO APPRENTICESHIP STANDARDS
of the
Northern California District Council of Laborers’
Hod Carrier
Joint Apprenticeship Training Committee

Craft: Brick Tender (Hod Carrier), Plaster Tender (Hod Carrier)


Approved Statistical Area: Same as above (46 Northern California Counties).

The above-named Program Sponsor, in accordance with the California Plan for Equal Opportunity in Apprenticeship, declares the following to be its selection procedures.

I. Pledge: The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for both minorities and women and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30, and equal employment opportunity regulation of the State of California.
II. Dissemination of Information: Information will be disseminated in our area of jurisdiction to the following (see attached sheet for specific names and addresses):
   a. Bureau of Apprenticeship and Training
   b. California Division of Apprenticeship Standards
   c. California Employment Development Department
   d. County Superintendent of Schools
   e. Other outreach, minority organizations and women’s groups that can be used to recruit and refer applicants to help meet sponsor’s goals and timetables.

III. Affirmative Action Program: We will engage in outreach and positive recruitment activities which will increase minority and women’s participation in our area as follows: (separate sheet with Affirmative Action Program attached).

IV. Written Applications: Applications are available March 1 – June 30 (via walk-in or mail) during business hours at the Laborers Training Center, 1001 Westside Drive, San Ramon, California. Applications are also available at Local Union offices.

V. Selection of Apprentice Applicants: Applicants will be selected by method number 4
   
   A. Minimum age of all applicants shall be 18 years.
   B. Education prerequisite for entry: none
   C. Physical prerequisites: applicants must be physically able to perform the work of the craft.
   D. Written test: none
   E. Additional Requirements: none
   F. Oral interview: subjects considered and rated:

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   In the case of a tie, the applicant who scores highest in the attitude category will prevail.

   Minimum overall passing score: 75%.

   All applicants will be notified in writing of acceptance or rejection. If rejected, reasons for rejection will be stated.

   G. A ranked pool of eligible applicants will be established and maintained for 24 months by date of successful completion of the selection procedures for each local union.

   H. Applicants will be offered the opportunity to obtain indenture and become eligible for employment through numerical referral as follows:
1. Applicants will be rated according to the above criteria and ranked in sequential order according to the person receiving the highest score being placed in the number one position on the list of eligibles by local union geographic jurisdiction.

2. Accepted applicants will be placed into the Program in sequence from the top of the List of Eligibles. If an applicant is offered the opportunity to obtain indenture into the Program, but the applicant refuses the opportunity or does not respond to the offer, the applicant shall have his/her name removed from the List of Eligibles. In such event, the JAC shall notify the applicant by certified mail that he/she has been removed from the List and that he/she may submit a new application to re-obtain entry onto the list if he/she is still interested in obtaining indenture from the List.

3. Upon successful completion of the initial related and supplemental instruction class, apprentices shall be immediately indentured into the Program and referred to the Local Union covering the geographical area for dispatch to requesting approved contractors in accordance with the Local Union’s written hiring hall.

I. Exceptions to the numerical referral/List of Eligibles procedure for purposes of indenture are as follows:

1. Where a newly-subscribing employer (i.e. a formerly non-signatory employer), seeks to have designated employees currently on its payroll enter the apprenticeship program as registered apprentices and provides verifiable employment records for the employee. Under these circumstances, the employer will advise the Laborers JAC of the appropriate level of apprenticeship into which the applicant should be indentured.

2. If an applicant is offered the opportunity to obtain indenture into the program by an approved contractor and the request is approved by the JAC, the applicant may be employed upon initiation into the union, completion of the initial related supplemental instruction and after obtaining a job dispatch from the local union.

3. Where an indentured apprentice in the Program who has withdrawn his/her apprenticeship seeks a one-time reactivation of his/her apprenticeship (and subsequent placement on their local union’s out-of-work list) and whose request is granted.

4. Where an apprentice already indentured in an established Laborers International Union of North America (LIUNA) apprenticeship program seeks to exercise his/her right to transfer his/her apprenticeship indenture
to this Program and does so in accordance with the LIUNA Constitution.

5. Where an Employer’s contract requires the hiring of applicants for apprenticeship who have completed a structured School to Work Program under the auspices of a school District, Community College District, Local Education Agency or Welfare to Work Program, such applicants shall be allowed direct entry into the Apprenticeship Program bypassing the List of Eligibles.

J. Apprentices shall be employed in numerical sequence from the top of the out-of-work list except as follows:

1. Where the subscribing employer requesting an apprentice is required by the governmental rules, policies, regulations, ordinances, or other governmental actions to comply with governmental local hiring/training requirements and other government-mandated affirmative action hiring requirements. (The employer must offer proof in support of this exception to the Local Union and the office of the Laborers Apprenticeship Program).

2. If a subscribing employer is entitled to a name-call request pursuant to the terms of the collective bargaining agreement, upon verification by the Local Union of such entitlement, the employer may exercise that right to request an apprentice by name from the out-of-work list.

K. Applicants’ prior work experience and training will be evaluated by the committee at the time of indenture, and appropriate credit will be given toward a higher apprenticeship and/or wage bracket.

VI. Goals and Timetables:

Total population in area was 13,203,338 as of 2000 census.
Percent of Females in the Work Force: 45.7%.
Goal for Intake of Females: 22.8%
MINORITIES (MEN AND WOMEN) – 2000 census

<table>
<thead>
<tr>
<th>Ethnic Group</th>
<th>Goals % of Total Active</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black (Not Hispanic)</td>
<td>6.1%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>23.3%</td>
</tr>
<tr>
<td>Asian &amp; Pacific Islander</td>
<td>10.1%</td>
</tr>
<tr>
<td>Filipino</td>
<td>3.8%</td>
</tr>
<tr>
<td>American Indian &amp; Alaskan Native</td>
<td>1.1%</td>
</tr>
<tr>
<td>TOTAL MINORITIES</td>
<td>44.4%</td>
</tr>
</tbody>
</table>
VII. **Records:** Records will be maintained for five years and kept at:

Laborers Northern California Joint Apprenticeship Committee  
1001 Westside Drive  
San Ramon, CA 94583  
(925) 556-0858

VIII. **Compliance Review:** The Program Sponsor will submit an annual compliance report to the Division of Apprenticeship Standards on or before the anniversary date of the program approval.

This addendum to the Standards is submitted for approval by the Chief, Division of Apprenticeship Standards as adopted this _____ day of ______________ 2012.

Signed for the Program Sponsor

______________________________  
Oscar De La Torre, JATC Chairman  
Mike Feuz, JATC Co-Chair

______________________________  
Raul Galvan, DAS Consultant

The foregoing Addendum to the Standards being in conformity with the rules and regulations of the California Apprenticeship Council and the California Code of Regulations is hereby approved effective ______________ 2012.

______________________________  
Diane Ravnik, Chief  
Division of Apprenticeship Standard
## ADDENDUM B(1)

### ALAMEDA, CONTRA COSTA

Commercial Wage and Benefit Structure

<table>
<thead>
<tr>
<th></th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7/1/2016</td>
</tr>
<tr>
<td>Alameda, Contra Costa County</td>
<td></td>
</tr>
<tr>
<td>Wages</td>
<td>$33.53</td>
</tr>
<tr>
<td>Gun Man (if Required)</td>
<td>$.75</td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>$7.84</td>
</tr>
<tr>
<td>Pension (1)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Pension (2)</td>
<td>$4.26</td>
</tr>
<tr>
<td>Set Up Time (15 mins)</td>
<td>¼ of hourly rate</td>
</tr>
<tr>
<td>Training</td>
<td>$0.45</td>
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<tr>
<td>Promotion</td>
<td>$.58</td>
</tr>
<tr>
<td>Vacation, Dues Check-Off &amp; Organizing (included in Wages)</td>
<td>$3.41</td>
</tr>
<tr>
<td><strong>Total Package</strong></td>
<td>$56.66</td>
</tr>
</tbody>
</table>

*Vacation $ 2.25 per hour; Dues Check-Off $0.91 per hour; Organizing $0.25 per hour. Total $3.41 per hour. These monies are added into the Wages above for tax purposes only and should not be included in Net Wages but rather forwarded to Trust Funds.

**Effective July 1, 2017 $1.60 per hour increase, to be allocated by the Union
Effective July 1, 2018 $1.65 per hour increase, to be allocated by the Union

---

Oscar De La Torre  
Business Manager

Frank Nunes  
Executive Director  
Wall and Ceiling Alliance
ADDENDUM B(2)

ALAMEDA, CONTRA COSTA

Residential Wage and Benefit Structure

<table>
<thead>
<tr>
<th>EFFECTIVE DATE</th>
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<th>7/1/17</th>
<th>7/1/18</th>
</tr>
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<tbody>
<tr>
<td>Alameda, Contra Costa County</td>
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<td></td>
<td></td>
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<tr>
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<td>$30.93</td>
<td>$1.60**</td>
<td>$1.65**</td>
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<tr>
<td>Gun Man (if Required)</td>
<td>$.75</td>
<td>$.75</td>
<td>$.75</td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>$7.84</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>Pension (1)</td>
<td>$10.00</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>Pension (2)</td>
<td>$4.26</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>Set Up Time</td>
<td>¼ of hourly rate</td>
<td>¼ of hourly rate</td>
<td>¼ of hourly rate</td>
</tr>
<tr>
<td>Training</td>
<td>$0.45</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>Promotion</td>
<td>$0.43</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>Vacation, Dues Check-Off &amp; Organizing (included in Wages)</td>
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<td>**</td>
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<tr>
<td>Total Package</td>
<td>$53.91</td>
<td>$55.51</td>
<td>$57.16</td>
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</table>

*Vacation $2.25 per hour; Dues Check-Off $0.91 per hour; Organizing $0.25 per hour. Total $3.41 per hour. These monies are added into the Wages above for tax purposes only and should not be included in Net Wages but rather forwarded to Trust Funds.

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Oscar De La Torre
Business Manager

Frank Nunes
Executive Director
Wall and Ceiling Alliance
## ADDENDUM C(1)

SAN FRANCISCO, SAN MATEO

Commercial Wage and Benefit Structure

<table>
<thead>
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<tbody>
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<td>7/1/2016</td>
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<tr>
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<tr>
<td>Health &amp; Welfare</td>
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</tr>
<tr>
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<tr>
<td>Training</td>
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</tr>
<tr>
<td>Promotion</td>
<td>$0.45</td>
</tr>
<tr>
<td>Set Up Time (15 mins) (1/4 of hourly rate)</td>
<td>¼ of hourly rate</td>
</tr>
<tr>
<td>*Vacation, Dues Check-Off, Organizing (included in Wages)</td>
<td>$3.41</td>
</tr>
<tr>
<td><strong>Total Package</strong></td>
<td><strong>$56.66</strong></td>
</tr>
</tbody>
</table>

*Vacation $2.25 per hour; Dues Check-Off $0.91 per hour; Organizing $0.25 per hour. Total $3.41 per hour. These monies are added into the Wages above for tax purposes only and should not be included in Net Wages but rather forwarded to Trust Funds.

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Oscar De La Torre
Business Manager

Frank Nunes
Executive Director
Wall and Ceiling Alliance
## ADDENDUM C(2)

### SAN FRANCISCO, SAN MATEO

**Residential Wage and Benefit Structure**

<table>
<thead>
<tr>
<th></th>
<th><strong>EFFECTIVE DATE</strong></th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Wages</td>
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<tr>
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<td>$7.84 1.00 1.00</td>
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<tr>
<td>Pension (1)</td>
<td>$13.80 1.00 1.00</td>
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<tr>
<td>Pension (2)</td>
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<tr>
<td>Set Up Time (15 mins)</td>
<td>¼ of hourly rate ¼ of hourly rate ¼ of hourly rate</td>
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<td>Training</td>
<td>$0.45 1.00 1.00</td>
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<tr>
<td>Promotion</td>
<td>$0.43 1.00 1.00</td>
</tr>
<tr>
<td>Vacation, Dues Check-Off &amp; Organizing (included in Wages)</td>
<td>$3.41 1.00 1.00</td>
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<td><strong>Total Package</strong></td>
<td>$53.97 $55.57 $57.22</td>
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*Vacation $2.25 per hour; Dues Check-Off $0.91 per hour; Organizing $0.25 per hour. Total $3.41 per hour. These monies are added into the Wages above for tax purposes only and should not be included in Net Wages but rather forwarded to Trust Funds.

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Oscar De La Torre  
Business Manager

Frank Nunes  
Executive Director  
Wall and Ceiling Alliance
# ADDENDUM D(1)

**SAN BENITO, SANTA CLARA, SANTA CRUZ, MONTEREY**

Commercial Wage and Benefit Structure

<table>
<thead>
<tr>
<th>San Benito, Santa Clara, Santa Cruz</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7/1/16</td>
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<tr>
<td>Wages</td>
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<tr>
<td>Health &amp; Welfare</td>
<td>$7.84</td>
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<td>Pension (1)</td>
<td>$10.00</td>
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<tr>
<td>Pension (2)</td>
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</tr>
<tr>
<td>Training</td>
<td>$0.45</td>
</tr>
<tr>
<td>Promotion</td>
<td>$0.45</td>
</tr>
<tr>
<td>Set Up Time (15 mins) (1/4 of hourly rate)</td>
<td>$3.41</td>
</tr>
<tr>
<td>Total Package</td>
<td>$54.77</td>
</tr>
</tbody>
</table>

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Oscar De La Torre  
Business Manager

Frank Nunes  
Executive Director  
Wall and Ceiling Alliance
# ADDENDUM D(2)

**SAN BENITO, SANTA CLARA, SANTA CRUZ, MONTEREY**

Residential Wage and Benefit Structure

<table>
<thead>
<tr>
<th>San Benito, Santa Clara, Santa Cruz County</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>7/1/2016</td>
</tr>
<tr>
<td>Gun Man (if Required)</td>
<td>$30.93</td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
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</tr>
<tr>
<td>Pension (1)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Pension (2)</td>
<td>$2.44</td>
</tr>
<tr>
<td>Set Up Time (15 mins)</td>
<td>¼ of hourly rate</td>
</tr>
<tr>
<td>Training</td>
<td>$0.45</td>
</tr>
<tr>
<td>Promotion</td>
<td>$0.43</td>
</tr>
<tr>
<td>Vacation, Dues Check-Off &amp; Organizing (included in Wages)</td>
<td>$3.41</td>
</tr>
<tr>
<td><strong>Total Package</strong></td>
<td>$52.09</td>
</tr>
</tbody>
</table>

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---

Oscar De La Torre  
Business Manager

Frank Nunes  
Executive Director  
Wall and Ceiling Alliance
ADDENDUM E(1)

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ADDENDUM E(2)

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LIUNA Member Code of Performance

WHAT IT MEANS TO BE A UNION LABORER --
THE LABORERS' CODE OF PERFORMANCE

Members of the Laborers' International Union of North America are known for bringing more to the work site than their Union cards. Laborers built our Union by delivering:

- Experience in the field;
- All the necessary skills for the job;
- Pride in their work and;
- An ethic of hard work and safe practices.

To ensure that these qualities continue to be passed on to the present and future generations of Laborers, and to assure maximum efficiency and productivity for our signatory employers, the Union adopts and implements this Code of Performance for its members and officers.

The goal of the Code of Performance is to ensure that our membership meets the highest standards in our industries. Our aim is to deliver craftsmanship that exceeds the expectations of our contractors and their customers. We need to provide and maintain a work force that makes contractors want to be Union and owners want to build Union.

Meeting these goals requires a commitment of our leaders to embrace the values of hard work and best practices at work and to pass them on to the members. It requires that members understand and incorporate these values in their day-to-day performance. And, it requires contractors to follow through on any complaints that Laborers are failing to adhere to our standards.

**Local Union Responsibilities**

- Understand and adopt the Code of Performance as part of the Local Union's Hiring Hall Rules, or request a variance from the General President if the Local Union has previously adopted a substantially equivalent policy, practice or procedure. Any such variance request must first be approved by the District Council (if the Local is affiliated with a District Council) and the Regional office.
- Educate members about the Code of Performance, its goals and standards.
- Provide guidance to members in their skills assessments.
- Provide training opportunities for members to upgrade their skills.
- Enforce the Code of Performance by suspending members' referral rights as appropriate. Nothing in the Code shall prevent a Local Union from enforcing its own job referral rules provided such rules have been approved by the District Council (if the Local is affiliated with a District Council), and are not inconsistent with the Code or the Job Referral Guidelines.

- Ensure a fair opportunity for members to contest any suspensions of referral privileges.

- Provide an opportunity to counsel members whose referral privileges have been suspended about how to prevent further problems.

- Promptly notify members who have been discharged "for cause" and provide the contact information for the Business Manager of the District Council (if the Local Union is affiliated with a District Council).

**District Council Responsibilities**

- Assist Local Unions in effectuating the Code in accordance with Article II of the Uniform District Council Constitution and where the hiring hall rules are included in a collective bargaining agreement, in negotiations with contractors, to adopt the Model Hiring Hall Clause (Attachment B);

**Member Responsibilities**

- Acquire the necessary skills through apprenticeship and/or training programs;

- Report promptly upon referral to a job and show up to work on time, ready, willing and able to work;

- Be aware of and follow the Local Union's job referral rules;

- Avoid excessive absenteeism and excessive tardiness;

- Follow directions from supervisors;

- Refrain from insubordination;

- Give a fair day's work;

- Treat the Employer's and the customer's tools and property and those of fellow workers with respect;

- Avoid disruptions on the job by using the established procedures to resolve disputes;

- Understand and use safe practices and safety equipment.
**Employer Responsibilities**

The Code of Performance will not be effective without the Employers' commitment to full support and participation. Accordingly, it is the Employers' responsibility to:

- Ensure that each project has the necessary number of Laborers, equipment and leadership to perform the work.

- Inform the Local Union of any problem Laborers and/or work issues with Laborers regarding the Code of Performance.

- Counsel Laborers who are not meeting their responsibilities through verbal and written warnings and consult with the Local Union when warnings occur.

- Fill out the Notification of Termination Form for any Laborer terminated "for cause." Cause shall include only those reasons for termination specified on the Notification of Termination Form.

- The Employer agrees to support any decision made through or by a Review Committee, or Independent Review Officer.

**Enforcement Procedures**

(a) Should any Laborer be terminated for cause, his or her referral privileges shall be suspended automatically for one month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge).

(b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance under the c/b/a challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of a designated panel or an arbitrator shall be final and binding.

(c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council, may, upon written request of the applicant, vacate or reduce the period of suspension, in the event the Local Union is not affiliated with a District Council, any such representatives shall be appointed by the Business Manager of the Local Union.

Any such written request by the applicant shall be filed in writing with the Business Manager of the District Council, or if the Local is not affiliated with a District Council then with the Business Manager of the Local Union, within five (5) calendar days of the
time he/she has been notified that the termination is "for cause" under this Code. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training whether the applicant is a journeyman or an apprentice member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion. The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it.

(d) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer. The Independent Review Officer shall establish an expedited procedure to review such appeals promptly and expeditiously. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue/s. The decision of the Independent Review Officer shall be final and binding. A request for review by the Independent Review Officer under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

(e) Should any member whose referral privileges are suspended pursuant to this Code seek to transfer into another affiliated Local Union, then the terms and conditions of such suspension of referral privileges shall be recorded on the transfer slip issued by the Local Union from which the member seeks to transfer; such suspension of referral privileges shall continue in effect at the new Local to which the member transfers.
LABORERS' CODE OF PERFORMANCE
ACKNOWLEDGEMENT FORM

The goal of the Code of Performance is to ensure that our membership meets the highest standards in our industries. Our aim is to deliver craftsmanship that exceeds the expectations of our contractors and their customers. We want to create and maintain a work force that makes contractors want to be Union and owners want to build Union.

Meeting these goals requires that members understand and incorporate these values in their day-to-day performance. Accordingly, as a member of the Laborers' International Union of North America I agree to:

- Acquire the necessary skills through apprenticeship and/or training programs.
- Report promptly upon referral to a job and show up for work on time, ready, willing and able to work.
- Be aware of and follow the Local Union's job referral rules.
- Avoid excessive absenteeism and excessive tardiness.
- Follow directions from supervisors.
- Do not be insubordinate;
- Give a fair day's work.
- Treat the Employer's and the customer's tools and property and those of fellow workers with respect.
- Avoid disruptions on the job by using the established procedures to resolve disputes.
- Understand and use of safe practices and safety equipment.

I acknowledge and understand this responsibility and pledge my word to do the same and acknowledge that I have received, read, and understood the Laborers’ Code of Performance.

Signature: ___________________________ Social Security/Membership #: ___________________________ Date: ___________________________
### SCHEDULE A

**WACA MEMBERSHIP LIST**

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aderholt Specialty Company, Inc</td>
<td>Modesto</td>
<td>CA</td>
</tr>
<tr>
<td>Allen Specialties, Inc</td>
<td>San Jose</td>
<td>CA</td>
</tr>
<tr>
<td>Anning-Johnson Company</td>
<td>Hayward</td>
<td>CA</td>
</tr>
<tr>
<td>Berger Bros, Inc</td>
<td>San Francisco</td>
<td>CA</td>
</tr>
<tr>
<td>Boyett Construction, Inc</td>
<td>Hayward</td>
<td>CA</td>
</tr>
<tr>
<td>Brady Company/Central California, Inc</td>
<td>Castroville</td>
<td>CA</td>
</tr>
<tr>
<td>California Drywall Co</td>
<td>San Jose</td>
<td>CA</td>
</tr>
<tr>
<td>Coast Building Products</td>
<td>Dublin</td>
<td>CA</td>
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<tr>
<td>Daley's Drywall &amp; Taping, Inc</td>
<td>Campbell</td>
<td>CA</td>
</tr>
<tr>
<td>Davidson Plastering, Inc</td>
<td>Castro Valley</td>
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</tr>
<tr>
<td>Elite Plastering</td>
<td>Manteca</td>
<td>CA</td>
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<tr>
<td>Fisher Lath and Plaster, Inc</td>
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<tr>
<td>Freas Plastering Co, Inc</td>
<td>Concord</td>
<td>CA</td>
</tr>
<tr>
<td>Giampolini &amp; Co</td>
<td>San Francisco</td>
<td>CA</td>
</tr>
<tr>
<td>Harrison Drywall, Inc</td>
<td>San Francisco</td>
<td>CA</td>
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<tr>
<td>Hartley Construction, Inc</td>
<td>Oakland</td>
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</tr>
<tr>
<td>Henley &amp; Company</td>
<td>West Sacramento</td>
<td>CA</td>
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<tr>
<td>Ironwood Commercial Builders, Inc</td>
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<td>Ironwood Plastering, Inc</td>
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<td>CA</td>
</tr>
<tr>
<td>J &amp; J Acoustics, Inc</td>
<td>Santa Clara</td>
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</tr>
<tr>
<td>KHS&amp;S Contractors, Inc</td>
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<td>North Bay Drywall &amp; Plastering, Inc</td>
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<tr>
<td>O'Donnell Plastering, Inc</td>
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<tr>
<td>Patrick J Ruane, Inc</td>
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<td>Performance Contracting, Inc</td>
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<td>Pro-Wall Systems, Inc</td>
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