

**WALL AND CEILING ALLIANCE
AND
NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 30th day of January, 2023 extends the current Plaster Tender Agreement between the Wall and Ceiling Alliance and the Northern California District Council of Laborers by and between the Union, the Northern California District Council of Laborers and its Affiliated Local Unions, and the Employer, the Wall and Ceiling Alliance and its Individual Employers, through June 30, 2027, and provides the following modifications to the terms and conditions of the 2019-2023 NCDCL/WACA Plaster Tender Agreement:

1. Term of Agreement: July 1, 2022 through June 30, 2027
2. Modify Article I, Section 2B(5) as follows:

When requesting Plaster Tenders, the Individual Employer shall submit job orders indicating the number of persons desired, qualifications of each person desired, project specific requirements 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.

3. Modify Article I, Section 2B(12)(a) as follows:

Dispatched to a job - except that any person who is rejected by the Individual Employer or who fails to complete four (4) full days (thirty-two [32] hours, accumulated from Individual Employers) 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.

4. Re-number current Article I, Section 2B(17) as 2B(18) and insert new Section 2B(17):

"Any hiring hall registrant who misuses the hiring hall and the relationship with signatory Individual Employers by failing to appear for work for which he/she has been dispatched; or failing to appear at the jobsite ready and prepared to work; or accepting employment for which the laborer is not qualified may, at the Local Union's discretion, be suspended from utilizing the hiring hall out-of-work list for subsequent offenses; and may be denied referrals for which the applicant is not qualified until he/she demonstrates that he/she possesses the qualifications to the Laborers' Training Center.

Any appeal of these penalties must be submitted to the Hiring Hall Arbitrator under Section 2(18), whose decision shall be final and binding."

5. Add new Article I, Section 2B(19):

"The Union recognizes the need of the Individual Employer to have access to Union dispatched Plaster Tenders on an expedited basis and the Individual Employer recognizes the Union's obligation to operate a fair and efficient hiring hall. Notwithstanding the other provisions of this article, if the Individual Employer contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a job site within twenty-four (24) hours of the Individual Employer's call to the Local Union (and the Individual Employer does not request the Plaster Tender by name pursuant to subsection 6(a) or subsection 6(b) above), then the Local Union shall dispatch the person nearest the top of the out-of-work list who is present at the Local Union hiring hall, and if no Laborer is present, the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union is unable to contact a registrant by telephone after one (1) telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at

WACA 

NCDCL 

the Local Union hiring hall or reachable by telephone for an expedited dispatch under this section shall not be eliminated from the out-of-work list.”

6. Article III: Update benefit amounts.

7. Modify Article IV, Section 1B as follows:

Each employee shall be given a statement with the Individual Employer's name and address, itemizing the employee's gross amount earned, hours worked, Social Security tax, withholding tax and all other deductions in accordance with State and Federal laws, also a statement of hours applicable to Health and Welfare, Pension/Annuity, Vacation Holiday Dues Supplement and Training-Retraining/Apprenticeship Plans.

8. Modify the first paragraph of Article VIII as follows:

If any of the holidays falls on Sunday, the Monday following shall be considered a legal holiday. If any of the holidays falls on a Saturday, the preceding Friday shall be observed as a holiday. No work shall be required on Labor Day, except in cases of an extreme emergency.

9. Article IX, Section 1(d): Increase per diem from \$80 per day to \$120 per day.

10. Modify Article XV, Section 7(l) as follows:

No proceedings based on any dispute, complaint or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) working days, excluding Saturday, Sunday, and recognized holidays, after the alleged violation was committed.

11. Add a new subsection (j) to the end of Article XV:

All claims arising under the Fair Labor Standards Act, the California Labor Code and the Industrial Welfare Commission Orders (e.g., Wage Order 16), all derivative claims arising under California Business and Professions Code section 17200, et seq. and all similar claims arising under any applicable local law, shall be resolved exclusively through binding arbitration before an impartial arbitrator. Such claims shall be resolved exclusively through binding arbitration before an impartial arbitrator and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. All substantive and procedural rights applicable to mandatory arbitration of statutory claims shall be observed (e.g., the right to more than minimal discovery, payment of costs by the employer, a written award, etc.). The arbitrator shall apply the shortest applicable statute of limitations applicable to each claim and shall be authorized to award any and all remedies otherwise available by law.

This Agreement prohibits any and all violations of the sections of the California Labor Code that are redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Such claims shall be resolved exclusively through binding arbitration before an impartial arbitrator and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. This Agreement expressly waives the requirements of PAGA and authorizes the arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

Statutory claims described above shall be initiated by written notice within the statute of limitations period to the Individual Employer with a copy provided to the Northern California District Council of Laborers ("Union") and the Employer. The Union will provide the Employee, Employer and Individual Employer with the Impartial Arbitrator's contact information. Once a grievance is filed, the Union, the aggrieved employee and the Individual Employer shall meet within thirty (30) calendar days, or other time as mutually agreed upon, to discuss and attempt to resolve the grievance. Should the grievance not be satisfactorily resolved to the satisfaction of the aggrieved employee within the foregoing time frame, the aggrieved employee may proceed directly to arbitration.

Should the Impartial Arbitrator designated by the Parties to this Agreement be unavailable or unacceptable to the Individual Employer or Individual Employee, the Parties to this Agreement will provide a panel of three additional impartial arbitrators from whom the Individual Employer and Employee will select an arbitrator using an alternative striking method with the Employee striking first.

The Impartial Arbitrator shall have the authority to consolidate individual statutory claims for hearing but shall not have the authority to fashion a proceeding as a class, collective or representative action, except with respect to PAGA claims as provided in this subsection, or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If a court of competent jurisdiction finds any term or clause in this section to be invalid, unenforceable, or illegal, such term or clause may be revised to the extent required according to the opinion of the court to render this section enforceable or valid so as to preserve the agreement and intent to the fullest possible extent.

This section shall apply to any representative PAGA claims, class and/or individual claims that arise or are pending during the term of the parties current collective bargaining agreement, regardless of when they were filed with any court or administrative agency.

12. Economics: Article II, Section 1

2022	\$3.00 increase per hour
2023	\$2.50
2024	\$2.60
2025	\$2.65
2026	Reopen for wage increases only.

13. Effective July 1, 2023, contributions to VMTF shall be eliminated. For those counties where there was a VMTF contribution prior to July 1, 2023, \$0.50 shall be reallocated to Industry Funds for contract administration, and the remaining \$0.50 shall be reallocated to wages.

WALL AND CEILING ALLIANCE

DocuSigned by:

Frank Nunes

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Frank E. Nunes
Executive Director

NORTHERN CALIFORNIA DISTRICT COUNCIL
OF LABORERS



Oscar De La Torre
Business Manager

PLASTER TENDERS AGREEMENT BETWEEN
WALL AND CEILING ALLIANCE
AND
NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

JULY 1, 2019

TO

JUNE 30, 2023

PLASTER TENDERS AGREEMENT

THIS AGREEMENT entered into this 1st day of July 2019, by and between the WALL AND CEILING ALLIANCE, hereinafter referred to as the "Employer," and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Union Nos. 73, 185, 261, 270, 294, 304, 324 and 1130 of Calaveras, San Joaquin, Del Norte, Humboldt, Mendocino, Sonoma, Lake (1/2), Alpine, Sierra, Nevada, Placer, El Dorado, Amador, Sacramento, Butte, Glen, Colusa, Plumas, Sutter, Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, Yuba and Yolo, Marin, Napa, Lake (1/2), Solano, Fresno, Kings, Madera, Tulare, Mariposa, Merced, Stanislaus, Tuolumne, San Francisco, Alameda, San Mateo, Contra Costa, Santa Clara, Santa Cruz, San Benito, and Monterey Counties. This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers.

DUTY JURISDICTION

The Plaster Tenders shall mix, transport and handle all mortar, fireproofing, EIFS, and all other materials used by Journeymen and Apprentice Plasterers and Plastering Employers, whether manually or by machine, (whether at the job site or at plant setting). Plaster Tenders shall move, handle, build and dismantle all the planking or scaffolds and trestles both inside and outside the buildings. The Plaster Tenders shall do the slaking of the lime. The Plaster Tenders shall clean all floors of all debris on the inside or the outside of any building and all grounds surrounding any building. All mechanical equipment replacing in whole or part of the work of Plaster Tenders shall be cleaned and operated by Plaster Tenders. This includes drills, mixers, plaster pumps, wheelbarrows, forklifts, skid steer, boom winches, tusk hoists, etc. in accordance with such jurisdictional awards as may be granted by Plaster Tenders, the District Council, and Laborers' International Union of North America. (LIUNA). The Hod Carrier will maintain all plaster guns. The Hod Carrier shall tend and move all hoses. The Hod Carrier shall drive tool trucks. Any moving or setting up of plaster guns or mixers will be done by the Hod Carrier.

PREAMBLE

WHEREAS, it is the desire of the parties hereto to form an agreement which will establish a relationship, prevent strikes or lockouts, ensure peaceful adjustment and settlement of all grievances, stoppage of work, and tend to stabilize and strengthen the building industry, it is agreed between said parties as follows:

ARTICLE I

Section 1: RECOGNITION OF UNION: The Union has requested recognition as the Section 9(a) representative of the employees performing Laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Employer and each Individual Employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its local affiliates represents a majority of the employees employed to perform Laborers' work and agrees that the Union and/or each of its constituent Locals is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each Individual Employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the Northern California District Council of Laborers and all of its affiliated Local Unions.

Any dispute concerning this section shall be resolved by a mutually agreed upon neutral Arbitrator pursuant to the procedures set forth in Section 9 (Grievance Procedure) of this Agreement, either during

the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each Individual Employer, specifically agrees that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

Section 2: UNION SECURITY & HIRING: Whenever an Employer requires Plaster Tenders, he shall notify the office of the Union, either in writing, by telephone, or by email stating the number of Plaster Tenders 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 Employee shall discharge the Hod Carrier within 48 hours 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 Plaster Tenders 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/her 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 Plaster Tenders 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 Plaster Tenders of the classifications needed by the Individual Employer in accordance with the provisions of this subsection 28, if such Plaster Tenders are available.

- (5) When requesting Plaster Tenders, 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 Plaster Tenders 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 reasons; 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 Plaster Tenders' 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 Plaster Tenders shall be obtained in accordance with the hiring hall procedures from the Local Union in the area where work is performed. All

Plaster Tenders 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 2B 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.
- (e) Hospitalization or medical treatment of the member or an immediate family member, requiring the attendance or involving the family responsibilities of the member (for up to one [1] week) upon appropriate proof.
- (f) Confinement of a spouse because of pregnancy and the anticipated imminent delivery of a child (for up to one week) upon appropriate proof.
- (g) Training sponsored by the District Council upon appropriate proof.

- (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 2B or as specified in the notice or notices submitted pursuant to subdivision (1) of this subsection 2B. 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 2B(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 2B 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 2B 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 2B(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 four (4) 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 2B, upon the same notice as required in 2B(6)(E) being given to the appropriate Local Union of the Union, an Individual Employer shall have complete freedom to employ the first key Plaster Tender.
- (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 II

Section 1: WAGES:

July 1, 2019	\$2.75* **
July 1, 2020	\$2.75* **
July 1, 2021	\$2.75* ** ***
July 1, 2022	\$3.00 * ** ***

* The parties agree that sufficient contributions will be made available from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the bargaining parties. Additional money required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits.

**To be allocated among wages and/or fringe benefits at the Union's discretion.

***If any early extended Agreement is negotiated prior to June 30, 2022, Individual Employers who do

not extend said Agreement shall be subject to an additional twenty-five cents (0.25) per hour increase, effective June 30, 2022 for a total increase of three dollars and twenty-five cents (\$3.25).

In the event the Laborers Health and Welfare Trust Fund falls below a six (6) month reserve, any package increase negotiated by the collective bargaining parties shall be reviewed at least ninety (90) days prior to the effective date of such increase, and by mutual agreement, such monies as are deemed necessary to provide sufficient reserve not less than six (6) months, shall be allocated to the Health and Welfare Trust Fund. Such monies as are determined appropriate for this allocation shall have as their intent to build a six (6) month reserve.

When the Pension Plan is fully funded (100%), the parties agree to enter into discussions for the disposition of the monies that have been allocated for the rehabilitation/funding improvement plan.

Foremen on Commercial Work:

(a) On all commercial jobs or projects, there shall be a Foreman appointed by the Individual Employer prior to the start of the job. Any person acting as Foreman shall receive ten percent (10%) per hour over and above the Journeyperson wage rate.

(b) When eight (8) or more workers are on the job, the Foreman shall receive fifteen percent (15%) per hour over and above the Journeyperson wage rate.

Foremen on Residential Work:

(a) On all residential jobs or projects, there shall be a Foreman appointed by the Individual Employer prior to the start of the job.

(b) Any person acting as Foreman shall receive two dollars (\$2.00) per day over the Journeyperson rate of wages. Any person acting as Foreman who has in his or her charge four (4) or more employees shall receive not less than three dollars (\$3.00) per day over the Journeyperson rate of wages.

Section 2: APPRENTICESHIP PROGRAM:

New applicants for membership, who cannot demonstrate a minimum of 4,000 hours of experience as a Plaster Tender shall enter the Apprenticeship Program. If an applicant is designated a journey-level Plaster Tender by a referring employer who states in writing that the applicant's knowledge and experience warrants journey-level status, such employees shall be considered provisional journeyworkers and may retain that status so long as they are employed by the designating employer. Any provisional journey-level Plaster Tender who is laid-off or otherwise discharged prior to working 4,000 hours may not be placed on a journey-level out of work list until assessed by the Apprenticeship Program.

The Individual Employer shall participate in the Plaster Tender Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The Employer shall employ one (1) apprentice after three (3) journey-level Plaster Tenders on a project. 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.

The Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California are hereby incorporated by reference as part of this Agreement.

All apprentices shall be properly dispatched through the appropriate Local Union's hiring hall. The employer must secure a dispatch from the appropriate Local Union for any apprentices employed by the Employer.

Entry into the Apprenticeship Program shall be controlled by the Joint Apprenticeship Training Committee (JATC), which shall employ appropriate screening procedures. An apprentice in good standing advances from one level to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JATC may also grant credited hours to an apprentice who received work experience and/or training prior to entry into the Apprenticeship Program. The JATC will not unreasonably withhold entry and advancement in the Apprenticeship Program for provisional journeyworkers after their employment with a referring employer is terminated.

An apprentice should, whenever possible, be rotated by the Individual Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Individual Employer is unable to provide an apprentice with experience in the full range of craft skills causing the apprentice to exceed the number of hours allotted to a given work process, the JATC may coordinate with the Local Union to reassign the apprentice to other employment in order to provide that experience. For so long as the Individual Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments. An apprentice shall not work on the jobsite unless supervised by a journey-level Plaster Tender.

The Employer shall release the apprentice to enroll in Related and Supplemental Instruction (RSI) when the apprentice is notified of mandatory training. An apprentice shall not be penalized for taking time off from work to receive RSI as required by the Apprenticeship Program. The Apprenticeship Program shall endeavor to notify the Individual Employer of any upcoming RSI requirements the apprentice must satisfy. The Program will assist the Employer in meeting its apprentice ratio requirements.

An apprentice who fails to maintain his/her apprenticeship status shall not be eligible for employment as a journey-level Plaster Tender unless he/she successfully completes the Program after reinstatement by the JATC. Reinstatement is at the sole discretion of the JATC. If reinstatement is denied, an apprentice may reapply for entry into the Program after waiting one (1) year from the date he/she was terminated from the Program. The failure of any apprentice to maintain his/her apprenticeship status shall obligate the Individual Employer to discharge such person upon written notice from the Apprenticeship Program.

Apprentice wage and fringe benefit rates shall be:

<u>Hours of Credit</u>	<u>Wage Rate</u>	<u>Fringe Benefits</u>
1 – 600	60% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement, Contract Administration and Industry Stabilization
601 – 1200	65% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement, Contract Administration and Industry Stabilization
1201 – 1900	70% of Journey Worker	Full benefits
1901 – 2600	75% of Journey Worker	Full benefits
2601 – 3300	80% of Journey Worker	Full benefits
3301 – 4000	90% of Journey Worker	Full benefits

The Employer may pay a higher rate at its option. However, the apprentice must meet his or her commitments to the JATC regardless of compensation.

ARTICLE III

HEALTH & WELFARE PLAN PENSION VACATION, HOLIDAY, DUES SUPPLEMENT TRAINING & RETRAINING ANNUITY INDUSTRY STABILIZATION FUND

The undersigned further agrees to pay to the Laborers Health & Welfare Trust Fund for Northern California, Inc., commencing July 1, 2019, the sum of \$8.50/hr.; the Laborers Pension Trust Fund for Northern California, commencing July 1, 2019, the sum of \$8.96/hr.; the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, commencing July 1, 2019, the sum of \$3.25/hour for the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba; the sum of \$4.51/hr. for the Counties of Alameda, Contra Costa, San Francisco, and San Mateo; and the sum of \$4.41/hr. for the Counties of Monterey, San Benito, Santa Clara, and Santa Cruz; the Laborers' Training & Retraining Fund for Northern California, commencing July 1, 2019, the sum of \$0.45; the Laborers Annuity Fund, commencing July 1, 2019, the sum of \$3.84/hr. for the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba; the sum of \$5.06/hr. for the Counties of Alameda, Contra Costa, San Francisco, and San Mateo; and the sum of \$4.02/hr. for the Counties of Monterey, San Benito, Santa Clara, and Santa Cruz; and the Industry Stabilization Fund, commencing July 1, 2019, the sum of \$0.11/hr. for the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba; the sum of \$0.45/hr. for the Counties of Alameda, Contra Costa, San Francisco, and San Mateo; and the sum of \$0.45/hr. for the Counties of Monterey, San Benito, Santa Clara, and Santa Cruz, at their respective offices in Fairfield, California, for each hour paid for or worked by Plaster Tenders employed by the undersigned to provide health & welfare, pension and vacation-holiday-dues supplement and training & retraining benefit programs and plans as now specified and as may be hereafter specified by the Laborers 46 Northern Counties Master Agreement and the Laborers 46 Northern Counties Tunnel Master Agreement, as renewed and supplemented, and to accept, assume and be bound by all the obligations imposed upon the individual Employer by those certain agreements referred to for convenience as the Laborers Health & Welfare Trust Agreement, the Laborers Pension Trust Agreement and the Laborers Vacation-Holiday-Dues Supplement Trust Agreement and Laborers Training & Retraining Trust Agreement (receipt of a copy of each which is hereby expressly acknowledged) and any agreements, modifications or changes with respect to any of said Trust Agreements made by the parties hereto.

The undersigned further agrees that it does irrevocably designate and appoint the employers mentioned in said Trust Agreements as its attorneys in fact for the selection, removal and substitutions of Trustees as provided by or pursuant to said Master Contracts or Trust Agreements.

Whenever any Employer covered by this Agreement is delinquent with respect to payments of any contributions or other sum of money due to any fund specified in the Agreement, the Local Union in whose jurisdiction the job is located may withdraw workmen and place appropriate pickets at the premises of the Employer or places where the said Employer is performing work.

ARTICLE IV

Section 1: WEEKLY PAYDAY:

A. Each employee shall be paid wages in full each week before or at quitting time on the Individual Employer's regular pay day unless specific arrangements to the contrary are made in writing between the Individual Employer and appropriate Local Union of the Union. Employees who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.

Any dispute regarding waiting time penalties shall be subject to the Grievance Procedures in this Agreement with not more than eight (8) hours pay at the straight time rate charged for any calendar day with a maximum of ten (10) days provided, however, that where the non-payment or delayed payment is willful, repeated, or intentional, the Board of Adjustment may award up to thirty (30) days' waiting penalties.

B. Each employee shall be given a statement with the Individual Employer's name and address, itemizing the employee's gross amount earned, hours worked, Social Security tax, withholding tax and all other deductions, also a statement of hours applicable to Health and Welfare, Pension/Annuity, Vacation Holiday Dues Supplement and Training-Retraining/Apprenticeship Plans.

When a Plaster Tender is not paid as above-described, or receives a check that is not honored by the bank, all Plaster Tenders in his employ, regardless of job site, will be removed by the Union without liability for the work stoppage. All Plaster Tenders will receive pay as described in Section 3 "Layoff Pay" until the check is honored and wages paid.

Section 2: It is agreed that if a Plaster Tender is hired and not put to work and no available excuse exists to the contrary, except bad weather, he shall receive two (2) hours pay.

ARTICLE V

Lunch Time, Rest Periods, & Heat Illness Preventative Recovery Period

A. There shall be a regularly established meal period. The meal period shall be one-half ($\frac{1}{2}$) hour and shall be scheduled to begin not more than one-half ($\frac{1}{2}$) hour before and completed not later than one (1) hour after the midpoint of the regularly scheduled hours of work of each Employee's shift.

If the Individual Employer requires the Employee to perform any work through his/her scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

Any employee required to work more than two (2) hours overtime at the end of a shift shall be permitted a one-half ($\frac{1}{2}$) hour meal period for which he/she shall receive regular overtime pay. No work shall be performed by him/her during such meal period. (Meal periods may be staggered from the 10th to the 11th hour.) However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2nd) meal period so long as the first meal period was taken and the Employee works not more than a total of twelve (12) hours.

B. Employees shall be authorized and shall be permitted to take a total of ten (10) minutes during

each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Individual Employers shall be able to coordinate the timing of each ten (10) minute rest break with their Employees to assure the continuity of work. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer. The second rest period may be added to the end of the meal period or workday when working conditions so dictate as determined by the Individual Employer. Employees who work more than ten (10) hours shall be authorized and permitted three ten (10) minute rest periods.

It is understood that the Employee will take his/her appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their rest periods.

If an Individual Employer fails to authorize and permit an Employee with a rest period as provided herein, the Employee shall be paid a penalty payment equal to one (1) hour at his/her applicable hourly wage rate excluding fringe benefits for all missed rest periods that day.

C. A heat illness preventative recovery period of no less than five (5) minutes shall be made available in order to prevent heat illness.

Employees believing a preventative recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling or provided for a period of no less than five minutes. Such access to shade shall be permitted at all times. Cooling measures other than shade (e.g., use of misting machines) may be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

Employees should not discount any discomfort or symptoms they are experiencing. They should immediately report any problems they are experiencing to a supervisor and coworker. Employees must notify their supervisors immediately if they believe they require access to shade, or alternative cooling measures and/or a preventative recovery period.

If an Individual Employer fails to provide an Employee a preventative recovery period in accordance with this Section, the Individual Employer shall pay the Employee one additional hour of pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No employee shall be discriminated against for exercising his/her rights pursuant to this Section.

D. All disputes concerning meals, rest periods and/or heat illness preventative recovery periods are subject to the Grievance Procedures in Section 9 of the Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within ten (10) working days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

ARTICLE VI

ELEVATOR SERVICE

Elevator service is to be made available when there is one in service. If no elevator service is available on buildings and/or projects of three (3) stories and higher, employees shall begin climbing stairs or ladders at the regular starting time, prepared to commence work upon arrival at the work area. This section applies to the exterior and interior alike.

ARTICLE VII

OVERTIME SCHEDULE

Section 1: Overtime permission shall be procured by the Employer or his representative before any overtime work is started. It is agreed overtime work performed between the hours of 8:00a.m. Monday to 4:30 p.m. Friday, oral permission can be obtained through the offices of the following: Northern California District Council of Laborers.

Section 2: Time and one-half (1½) compensation shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week performed on Saturday and on weekdays before 8:00a.m. and after 4:30 p.m.

Section 3: All work performed on Sundays, holidays and after twelve (12) hours per day shall be considered double time.

ARTICLE VIII

HOLIDAYS AND SICK LEAVE

Holidays shall be those recognized by the local Building and Construction Trades Council with jurisdiction at the job site. The holidays observed and recognized by this Agreement shall be:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas

If any of the holidays fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day, except in cases of an extreme emergency.

The Union agrees to waive the sick leave benefits set forth in Labor Code sections 245-249 as well as the San Francisco, Oakland and Emeryville paid sick leave ordinances and any paid sick leave ordinances enacted in the future that may be waived through collective bargaining.

ARTICLE IX

TRAVEL PAY – ALL AREAS

1. On all work covered by this Agreement, as described in this Article, the following shall apply:

(a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any local hiring hall or sub hall. Refer to Schedule A. Any job located fifty (50) miles or less from the local hiring hall or sub hall shall not be subject to travel expense.

(b) Each employee covered by this Agreement who travels over fifty (50) miles to the place of reporting for work from his residence or the local union hiring hall or sub hall, whichever is closer, shall be paid at the current IRS reimbursement rate for all miles traveled outside the fifty (50) road miles and return to the fifty (50) mile mark.

(c) It is understood that travel expense shall be paid for each day a worker travels and is employed in covered work by this Agreement, but no later than one (1) week or upon termination, whichever is sooner.

(d) The Employer, when requiring the employee to live away from home for jobs of short duration, shall pay room and board expenses or may, at the Employer's option, pay the employee per diem of eighty dollars (\$80.00) per day for each day he is required to spend the night and is available for work.

(e) Bridge Tolls: Tolls shall be paid on the following bridges: Antioch Bridge, Benicia-Martinez Bridge, Dumbarton Bridge, Golden Gate Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge.

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 Employers permanent yard;
(b) At the Individual Employer's permanent shop;
(c) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stores 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.

ARTICLE X

PARKING

In the event free parking facilities are not available within five blocks of a job site, the individual Employer shall provide such parking facilities and the individual Employer shall have the right to designate parking area to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the individual Employer shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

ARTICLE XI

SAFETY

Section 1: The Union shall cooperate with the individual Employer and with each employee in carrying out all rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty and of any job as a whole.

Section 2: All state and/or local safety laws, standards, rules, and regulations shall be applicable to all work covered by this Agreement. The individual Employer is solely responsible for implementing and maintaining such laws, standards, rules and regulations. Neither the Union nor any Local Union is responsible for implementing or maintaining such laws, standards, rules or regulations.

Section 3: Adequate first aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by each individual Employer. Each individual Employer shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctors' care or hospitalization, or both. Each individual Employer must post the name and address of its doctor and of the Workmen's Compensation insurance carrier on the job site.

Section 4: No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule or regulation of the United States or State of California, or any political subdivision. Such determination shall be made by a responsible agent of the State of California or OSHA or any of its political subdivisions or by a safety inspector from the applicable insurance carrier.

Section 5: Should the Employer or individual Employer desire a change in a variance in the California or OSHA Construction applicable Safety Orders, he will notify the Union, in writing, not less than thirty (30) days prior to making a request for such change.

Section 6: Employees who, as a direct result of an on-the-job industrial injury, are unable to complete a full day's work, shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury required the attention of a licensed physician.

Section 7: Protective Clothing: The individual Employer shall furnish protective devices such as respirators, ear protectors, or wearing apparel as required for the protection of employees as provided for under CAL-OSHA.

Section 8: The Employer, the Union, and the Plaster Tenders are mutually responsible for ensuring that Plaster Tenders demonstrate proficiency and become certified in the use of the forklift, bobcat/skidsteer, scaffolding, and OSHA 10 or OSHA 30, if applicable.

ARTICLE XII

WORKING CONDITIONS

Section 1: On all tracts or apartments where the scratch coat is applied, the ratio will be two (2) Plaster Tenders to three (3) Plasterers, when hand tools are used.

Section 2: While the brown coat is being applied, the ratio will be one (1) Hod Carrier to two (2) Plasterers.

Section 3: When a gun is used and the diameter of the hose is one and one-half (1 ½) inches or larger, it will be tended by a Journey Plaster Tender or Plaster Tender Apprentice.

ARTICLE XIII

Section 1: The Employer agrees to grant permission to the Business Representatives of the Union to visit all shops and jobs at all times.

Section 2: The Union may appoint a steward in each shop or on each job who shall inspect the working cards or the men on the job, and who shall report any violation of this Agreement to the Union. The steward shall perform his duties with the least inconvenience to the Employer.

ARTICLE XIV

Section 1: There shall be no strike, lockout, or other work stoppage, while this Agreement is in effect.

Section 2: There shall be no discrimination against any employee for reasonable Union activities.

Section 3: The Employer shall make reasonable provisions for the safety laws of the State of California.

ARTICLE XV

Section 1: It is hereby agreed between the parties to this Agreement that since this Agreement provides for the orderly and amicable adjustment and settlement of all disputes, differences and grievances, there shall be no resort to strikes, which includes stoppages or slowdown of work by the employee, or any lockout by the Employer. In order to carry into effect the terms of this Agreement, the parties hereto appoint the Joint Conference Committee for the purpose of arbitrating and settling disputes, differences and grievances.

Section 2: The Committee shall be composed of three (3) members of the Wall and Ceiling Alliance and three (3) members selected by the Northern California District Council of Laborers. From this group, a chairman and a secretary shall be elected; one from the Contractor members and the other

from the Union group.

Section 3: Any member of the Committee who is an Employer representative may be removed at any time at the discretion of the Contractor Association by written notification to the Joint Committee.

Section 4: Any member of the Committee who is a Union representative may be removed at any time at the discretion of the Northern California District Council of Laborers by written notification to the Joint Committee.

Section 5: The Joint Conference Committee shall meet on the fourth (4th) Tuesday of each month at 8:00 p.m.-at Laborers' Local Union, No. 185, 1320 West National Drive, Sacramento, California, 95834.

Section 6: The Joint Conference Committee shall have the following general powers in addition to specific powers conferred on it by this Agreement:

- (a) To hear and determine all disputes, differences and grievances between the parties and by alleged violations of the contract.
- (b) To terminate or suspend the Agreement with any contractor found guilty of violating this Agreement.
- (c) To impose fines and other penalties for violations of the Contract.
- (d) To use fines and penalties collected for Joint Conference Committee administration and operational expenses.

Section 7: The Union, any Employer, any employee and the Contractors' Association, may submit a matter or dispute with the secretary, in writing, setting forth with as much detail as possible the nature of the matter, the person or persons involved, the amount involved, if any, and the remedy sought, if any. Any journeyman who causes a contractor to be cited before the Joint Conference Committee for infraction of the Agreement through his Business Agent or otherwise, shall be required to personally appear as a witness and state his case, if requested by the Committee.

- (a) Notice of time, date and place of hearing shall be given to any person directly interested in the hearing by written communication at his last known address.
- (b) At the request of any party, all persons not having a direct interest in the matter being heard shall be excluded from the hearing.
- (c) Any party to the matter under consideration may offer such evidence as they may desire.
- (d) If in any event any member of the Committee has a direct interest in the matter of dispute, such member shall not take part in the hearing or decision.
- (e) The Joint Conference Committee shall render a decision within five (5) days after the matter has been fully heard by it and such decision shall be final and binding upon all parties to the dispute.
- (f) If the Joint Conference Committee fails to reach a decision within five (5) days after the matter has been fully heard by it, the dispute shall be referred to arbitration unless the parties to said dispute agree, by mutual consent, to extend the time. If no agreement is reached upon an arbiter or upon the extension of time, the Committee, through the

Chairman, shall, within twenty-four (24) hours, request the Federal Mediation and Conciliation Service to submit five (5) names as arbiters who are members of the National Academy of Arbitrators, and each party shall have the right to cancel two (2) names; the fifth (5th) or remaining person shall make the decision, which decision shall be final and binding on both parties.

- (g) The Joint Conference Committee or the arbiter shall have no authority to alter, amend or revise the wages, hours and other conditions set forth herein.
- (h) There shall be no strikes, slow downs, stoppages of work or lockouts unless the charged party fails to abide by the decision of the Joint Committee or impartial arbiter.
- (i) There shall be no cessation or interference in any way with any of the work of the Employers by reason of jurisdictional disputes between the various Unions affiliated with the AFL-CIO. Such disputes shall be settled in a manner and under conditions suitable and agreeable to the Unions themselves.
- (j) Any expenses of the Joint Conference Committee or an arbiter who has been appointed shall be prorated equally among the parties upon the order of the Joint Conference Committee or the arbiter, as the case may be.
- (k) In no event shall the Joint Conference or the impartial arbiter have authority to change or modify the terms of this Agreement.
- (l) No proceedings based on any dispute, complaint or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) days after the alleged violation was committed.

ARTICLE XVI

INDEMNITY BOND

Effective November 1, 1992 an Indemnity Bond will not be mandatory as a condition to employ Plaster Tenders. In lieu thereof, the following condition shall apply- "Should a contractor become delinquent in his monthly fringe report, which is due the 10th of the month and delinquent if not received by the 20th, he will be required to post a bond for one (1) year. The amount of said bond will be double the average of his monthly contributions during the previous twelve (12) months of said delinquency. The contractor will be allowed to cancel the bond after one (1) year providing he has no further delinquencies.

ARTICLE XVII

The parties agree that they have established and will maintain an industry promotional program which is established in accordance with all applicable State and Federal corporate laws and administered by the Wall and Ceiling Alliance, and all signatory employers agree to contribute an amount varying by county for each hour worked by all employees employed on work covered by this Agreement into said promotional program.

ARTICLE XVIII

Section 1: Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court in competent jurisdiction, such invalidation or such part or portion of this Agreement shall not invalidate the remaining hereof, and they shall remain in full force and effect.

Section 2: Should the Union at any time hereafter enter into an Agreement with any Employer or any Employer association operating within the jurisdiction of the Northern California District Council of Laborers with terms and conditions more advantageous to such plastering industry Employer, or should the Union in the case of any Employer which has agreed in writing or verbally, countenance a course of conduct by such Employer enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, the Employer, party to this Agreement, shall be privileged to adopt such advantageous terms and conditions provided the Employer has sent a written notice to the Union calling the matter to its attention.

Section 3: This Agreement is binding upon each Individual Employer regardless of whether he/she changes the name or style or address of his/her or their business. Each Individual Employer shall give notice in writing to the Union of any intent to change the name, style or address of his/her or its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names, style or addresses, as specified herein. Each Individual of an Incorporated Employer shall be bound to the terms and conditions of this Agreement or of any Agreement amending or modifying the Agreement.

Section 4: All Plastering work performed by an Individual Employer signatory to this Agreement (the Plaster Tender Agreement), or subcontracted by such Individual Employer, at the site of the construction, alteration, painting, or repair of a building or structure shall be performed under the terms and conditions of the current collective bargaining agreement with the Local Union affiliated with the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, AFL-CIO with jurisdiction over the jobsite.

This section will not be enforced or effective until such time as the Plasterers Union incorporates language in its agreement which gives equal protection to the Plasterer Tender.

ARTICLE XIX

Section 1: The duration of this Agreement shall be for the period from July 1, 2019, through June 30, 2023, and shall continue in force and effect thereafter from year-to-year unless either party shall desire a change; in which event, the party desiring the change shall give the other party notice, in writing, of its intent to terminate and/or modify this Agreement no less than sixty (60) days nor more than ninety (90) days prior to the expiration of such change.

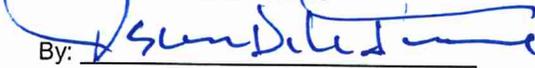
The undersigned individual Employer agrees to accept and be bound by the provisions of this Agreement hereinabove set forth.

WALL AND CEILING ALLIANCE

By: 
Frank Nunes, Executive Director

Date: July 31, 2020

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By: 
Oscar De La Torre, Business Manager

Date: 7/31/2020

**WAGE AND FRINGE BENEFIT PACKAGE
2019-2023 WALL & CEILING ALLIANCE HOD CARRIER AGREEMENT**

JOURNEYMAN HOD CARRIER (PLASTER TENDER)

Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba:

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
Wages	\$32.77	\$2.75*	\$2.75*	\$3.00*
Vac/Hol/Dues Supplement	3.25	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Pension	8.96	*	*	*
Annuity	3.84	*	*	*
Training/Retraining	0.45	*	*	*
VMTF	1.00	1.00	1.00	1.00
Industry Stabilization Fund	0.11	*	*	*
	\$58.88	\$61.63	\$64.38	\$67.38

APPRENTICE WAGES

	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>	<u>7/1/18</u>
1-600 hours (65%)	\$119.66	*	*	*
601-1200 hours (70%)	\$21.30	*	*	*
1201-1900 hours (75%)	\$22.94	*	*	*
1901-2600 hours (80%)	\$24.58	*	*	*
2601-3300 hours (85%)	\$26.22	*	*	*
3301-4000 hours (90%)	\$29.49	*	*	*

APPRENTICE BENEFITS

1 – 1200 hours: Full benefits, except pension, annuity and vacation-holiday (except dues supplement)

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
Vacation-Holiday-Dues Supplement	\$0.91	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Training/Retraining	0.45	*	*	*
VMTF	1.00	*	*	*
Industry Stabilization Fund	0.03	*	*	*
	\$10.89	*	*	*

1201-4000 hours: Full benefits

Vac/Hol/Dues Supplement	\$3.25	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Pension	8.96	*	*	*
Annuity	3.84	*	*	*
Training/Retraining	0.45	*	*	*
VMTF	1.00	*	*	*
Industry Stabilization Fund	0.11	*	*	*
	\$26.11	*	*	*

* To be allocated among wages and/or fringe benefits at the Union's discretion.

Counties of Alameda, Contra Costa, San Francisco, San Mateo:

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
Wages	\$34.73	\$2.75*	\$2.75*	\$3.00*
Vac/Hol/Dues Supplement	4.51	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Pension	8.96	*	*	*
Annuity	5.06	*	*	*
Training/Retraining	0.45	*	*	*
Industry Stabilization Fund	0.45	*	*	*
	\$62.66	\$65.41	\$68.16	\$71.16

APPRENTICE WAGES

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
1-600 hours (65%)	\$22.57	*	*	*
601-1200 hours (70%)	\$24.31	*	*	*
1201-1900 hours (75%)	\$26.05	*	*	*
1901-2600 hours (80%)	\$27.78	*	*	*
2601-3300 hours (85%)	\$29.52	*	*	*
3301-4000 hours (90%)	\$31.26	*	*	*

APPRENTICE BENEFITS

1 – 1200 hours: Full benefits, except pension, annuity and vacation-holiday (except dues supplement)

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
Vacation-Holiday-Dues Supplement	\$0.91	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Training/Retraining	0.45	*	*	*
Industry Stabilization Fund	0.45	*	*	*
	\$10.31	*	*	*

1201-4000 hours: Full benefits

Vac/Hol/Dues Supplement	\$4.51	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Pension	8.96	*	*	*
Annuity	5.06	*	*	*
Training/Retraining	0.45	*	*	*
Industry Stabilization Fund	0.45	*	*	*
	\$27.93	*	*	*

* To be allocated among wages and/or fringe benefits at the Union's discretion.

Counties of Monterey, San Benito, Santa Clara, Santa Cruz:

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
Wages	\$33.98	\$2.75*	\$2.75*	\$3.00*
Vac/Hol/Dues Supplement	4.41	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Pension	8.96	*	*	*
Annuity	4.02	*	*	*
Training/Retraining	0.45	*	*	*
Industry Stabilization Fund	0.45	*	*	*
	\$60.77	\$63.52	\$66.27	\$69.27

APPRENTICE WAGES

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
1-600 hours (65%)	\$22.09	*	*	*
601-1200 hours (70%)	\$23.79	*	*	*
1201-1900 hours (75%)	\$25.49	*	*	*
1901-2600 hours (80%)	\$27.18	*	*	*
2601-3300 hours (85%)	\$28.88	*	*	*
3301-4000 hours (90%)	\$30.58	*	*	*

APPRENTICE BENEFITS

1 – 1200 hours: Full benefits, except pension, annuity and vacation-holiday (except dues supplement)

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
Vacation-Holiday-Dues Supplement	\$0.91	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Training/Retraining	0.45	*	*	*
Industry Stabilization Fund	0.45	*	*	*
	\$10.31	*	*	*

1201-4000 hours: Full benefits

Vac/Hol/Dues Supplement	\$4.41	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Pension	8.96	*	*	*
Annuity	4.02	*	*	*
Training/Retraining	0.45	*	*	*
Industry Stabilization Fund	0.45	*	*	*
	\$26.79	*	*	*

* To be allocated among wages and/or fringe benefits at the Union's discretion.

RESIDENTIAL JOURNEY LEVEL RATES – Counties of Alameda and Contra Costa

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
Wages	\$32.36	\$2.75*	\$2.75*	\$3.00*
Vac/Hol/Dues Supplement	4.51	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Pension	8.96	*	*	*
Annuity	4.70	*	*	*
Training/Retraining	0.45	*	*	*
Industry Stabilization Fund	0.43	*	*	*
	\$59.91	\$62.66	\$65.41	\$68.41

RESIDENTIAL JOURNEY LEVEL RATES – Counties of San Francisco and San Mateo:

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
Wages	\$32.36	\$2.75*	\$2.75*	\$3.00*
Vac/Hol/Dues Supplement	4.51	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Pension	8.96	*	*	*
Annuity	4.76	*	*	*
Training/Retraining	0.45	*	*	*
Industry Stabilization Fund	0.43	*	*	*
	\$59.97	\$62.72	\$65.47	\$67.47

RESIDENTIAL JOURNEY LEVEL RATES – Counties of Monterey, San Benito, Santa Clara, Santa Cruz:

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
Wages	\$31.61	\$2.75*	\$2.75*	\$3.00*
Vac/Hol/Dues Supplement	4.41	*	*	*
Health & Welfare	8.20	*	*	*
Retiree Health & Welfare	0.30	*	*	*
Pension	8.96	*	*	*
Annuity	3.73	*	*	*
Training/Retraining	0.45	*	*	*
Industry Stabilization Fund	0.43	*	*	*
	\$58.08	\$60.83	\$63.58	\$66.58

ADDENDUM
TO THE AGREEMENT BETWEEN
WALL AND CEILING ALLIANCE AND
NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

This agreement entered into this 1st day of July, 2019 by and between the Wall and Ceiling Alliance, hereinafter referred to as "Employer" and the Northern California District Council of Laborers, hereinafter referred to as "Union" is an Addendum to the 2019-2023 Agreement that is currently in full force and effect.

This Addendum is to address the needs of the Employer in the Residential arena of its industry. Residential shall be defined as:

Any single family homes, subdivision of single family homes or any apartment complex that is not designated as a hotel, motel, inn or bed and breakfast structure.

COVERAGE

This Addendum shall cover that area of jurisdiction encompassed by the 2019-2023 Agreement.

Work Rules and Ratios

- A.) The first hire on the project shall be a Journeymen Plaster Tender.
- B.) For every Journeymen that the Employer has on a project, the Employer shall have the right to hire and employ no more than three (3) of the new classification for residential work known as Journeymen B Plaster Tender.
- C.) There shall be a new Trainee category for the residential work, of which the Employer shall have no more than two (2) on any given project.
- D.) The Employer shall have full freedom in the hiring and employment of Journeymen B and Trainee categories from whatever source they deem necessary.
- E.) The Employer shall notify the Union within forty-eight (48) hours of initial hire of all individuals hired into the new categories.
- F.) The Employer shall be responsible for notifying the individual hired of the requirement of obtaining, and maintaining, Union membership as a condition of employment.

EFFECTIVE AND TERMINATION DATE

This Addendum will be effective as of July 1, 2019 and will continue in full force and effect until June 30, 2023, and will continue from year to year thereafter, unless either party will give written notice to the other of a desire to change the wages, hours or working conditions of this Addendum not more than ninety (90) nor less than sixty (60) days prior to June 30 of each succeeding year.

The undersigned parties, by affixing their signature below, agree to be bound by all the terms and conditions of this Addendum and the 2019-2023 Agreement it is attached to:

WALL AND CEILING ALLIANCE

**NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS**

By: _____
Frank Nunes, Executive Director

By: _____
Oscar De La Torre, Business Manager

Date: _____

Date: _____

SCHEDULE "A"

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS HIRING HALL LOCATIONS

Local	City	Street Address	Phone Number	Dispatch Hours
67*	Oakland	8301 Edgewater Drive #201	510-569-4761	7:00-9:00 a.m.
67*	Sacramento	2717 Cottage Way, #12	916-482-2607	7:00-9:00 a.m.
67*	El Sobrante	3980 San Pablo Dam Rd. #101	510-569-4761	7:00-9:00 a.m.
73	Stockton	3784 Cherokee Road	209-466-3356	6:30-9:00 a.m.
185	Sacramento	1320 W. National Drive	916-928-8300	6:30-9:00 a.m.
185	Redding	2865 Churn Creek Rd., #D	530-221-0961	6:30-9:00 a.m.
261	San Francisco	3271 18th Street	415-826-4550	6:30-9:00 a.m.
261	San Mateo	300-7th Ave.	650-344-7168	6:30-9:00 a.m.
261	San Rafael	4174 Redwood Highway	415-492-0936	6:30-9:00 a.m.
270	San Jose	2195 Fortune Drive	408-297-2620	6:00-9:00 a.m.
270	Santa Cruz	640 Eaton St.	831-475-7058	6:00-9:00 a.m.
297	Salinas	117 Pajaro St	831-422-7077	7:00-9:00 a.m.
294	Fresno	5431 East Hedges Ave	559-255-3019	6:30-9:00 a.m.
294	Visalia	319 N. Church St	559-734-9426	6:30-9:00 a.m.
304	Hayward	29475 Mission Blvd	510-581-4681	6:00-9:00 a.m.
304	Livermore	2063 Research Drive	925-455-8292	
304	Oakland	425 Roland Way	510-562-2662	No Dispatching
324	Martinez	611 Berrellesa St.	925-228-0930	6:30-9:00 a.m.
324	Antioch	1005 Fitzuren Road	925-522-0006	6:30-9:00 a.m.
324	Fairfield	4727 Mangels Blvd.	707-643-7214	6:30-9:00 a.m.
324	Napa	(Phone Dispatch Only)	707-226-7971	6:30-9:00 a.m.
324	Richmond	101 S. 12th St.	510-234-1069	6:30-9:00 a.m.
324	Santa Rosa	81 Barham Avenue	707-542-1107	6:30-9:00 a.m.
1130	Modesto	2549 Yosemite Blvd., Ste K	209-521-9883	7:00-9:00 a.m.

*Asbestos

Northern California District Council of Laborers
Union Plaza
4780 Chabot Drive, Suite 200
Pleasanton, CA 94588
Telephone 925-469-6800
Facsimile 925-469-6900
Office Hours: 7:00 a.m. to 5:00 p.m. Monday through Friday