

**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

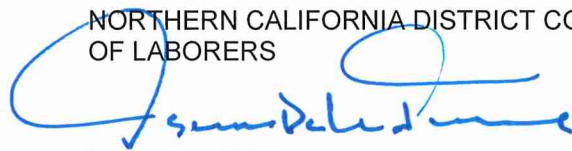
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Frank Nunes

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Frank E. Nunes
Executive Director

NORTHERN CALIFORNIA DISTRICT COUNCIL
OF LABORERS



Oscar De La Torre
Business Manager