

**NORTHERN CALIFORNIA  
INTERIOR-EXTERIOR  
DRYWALL/LATHING  
MASTER AGREEMENT**

**between**

**WALL AND  
CEILING ALLIANCE**

**and**

**CARPENTERS 46 NORTHERN  
CALIFORNIA COUNTIES  
CONFERENCE BOARD**

**of the**

**UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS  
OF AMERICA**

**July 1, 2022 to June 30, 2027**

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**2022-2027**

**NORTHERN CALIFORNIA INTERIOR-EXTERIOR  
DRYWALL/LATHING MASTER AGREEMENT**

This Agreement, made and entered into this 1st day of July, 2022, by and between the WALL AND CEILING ALLIANCE (WACA) and its respective members, herein referred to collectively as WACA, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD on behalf of the Northern California Carpenters Regional Council (NCCRC) and its affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement amends, modifies, supplements, changes, extends and renews the Agreements dated August 1, 1974, August 1, 1977, August 1, 1980, August 1, 1983, August 1, 1986, August 1, 1988, August 1, 1992, August 1, 1996, August 1, 1999, December 1, 2003, August 1, 2007, July 1, 2011, July 1, 2014, July 1, 2018, and is effective July 1, 2022.

This Agreement represents a new beginning of cooperation between signatory employers and the Union in a mutual effort to retain and regain the major portions of the work within the geographic area for unionized construction. The Employer and Union will work together to recruit, train and retain the highest quality trades people in order to provide superior value to the market. The successes of the Agreement will be judged on the ability of the signatory individual employers to be successful in obtaining contracts where union employees will be employed.

**WITNESSETH**

WHEREAS, the individual employers are engaged in Interior-Exterior Drywall and Lathing construction work in the State of California; and

WHEREAS, the Wood, Wire and Metal Lathers International Union has affiliated with the United Brotherhood of Carpenters and Joiners of America, thus providing to the Interior/Exterior Drywall/Lathing industry mechanics skilled in the Lathing trade as well as that of Drywall; and

WHEREAS, industry-wide Multi-Employer collective bargaining is the established and the desirable practice and procedure in construction work; and

WHEREAS, WACA is the established and recognized representative of a majority of Interior/Exterior Drywall and Lathing individual employers in Northern California and has historically and in fact represented and does represent the industry in this capacity; and

WHEREAS, the Union has been and remains the established and recognized collective bargaining representative of the employees employed by the members of WACA in said industry; and

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for persons employed to perform work covered by this Agreement employed by the individual employers; and

WHEREAS, it is the desire of the parties to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto to the end that the individual employers are assured continuity of operation and the employees and persons employed to perform work covered by this Agreement are assured continuity of employment; and industrial peace is maintained and the business of the industry efficiently increased;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be independent, it is hereby agreed:

## **ARTICLE 1 WORK AND AREA COVERED**

### **(1) Work Covered**

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

- A. The installation, carrying, transportation, handling, stocking and scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines,

all wall and ceiling angles or moldings, all backing board and all finish ceiling materials, regardless of method or manner of installation.

- B. All work in connection with the installation, erection, and/or application, carrying, transportation, handling, stocking and scrapping, of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracings, fire blocking resilient channels, furring channels, doors and windows, including frames, casing molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finish systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.
- C. No limitation shall be placed on the work covered by this Agreement by reason of the surface or texture or purpose for which the materials described herein are used, designed or intended.
- D. It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this Article, including but not limited to gypsum wallboard, walls, partitions, gypsum wallboard ceiling heat panels, backing boards, tack board, plastic or acoustical materials or any material attached to the above-described light iron construction is specifically included in the work covered by this Agreement.
- E. (1) The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, including polystyrene or substitute materials, whether attached by adhesive or any other method, in connection with "EIFS" or similar interior or exterior wall or ceiling systems, to also include the completing of all light iron construction, furring, making and erecting of



brackets, clips and hangers, lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases. This Agreement shall also cover all interior and/or exterior wall finish work, including EIFS and other wet wall finish work, which work shall be performed under the terms of this Agreement by journeymen or apprentice Drywallers or Lathers.

- (2) All carrying bars, purlins, and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of all types of lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.
  - (3) The nailing, tying, cutting, welding and fastening, regardless of method, of the above and all wire, metallic and non-metallic lath of all descriptions connected therewith.
  - (4) The placing, handling, moving and erection of all materials which fall within the description of work set forth in this Article from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds other than patented scaffolding.
  - (5) The erection and dismantling of scaffold and/or other related containment work, performed in association with the removal of asbestos or other hazardous materials.
  - (6) All installation and construction to include the Water Resistive Barrier (WRB) including building paper, liquid applied membranes, flexible flashing membranes, sealants, and any successor technology to achieve a water resistive membrane under plaster, One-Coat, Continuous Insulation, EIFS, etc. All work in connection with the installation, erection, and/or application of exterior wall panels regardless of their material composition or method or manner of their installation, attachment or connection.
- F. (1) All work operations after the initial unloading of the drywall finisher's material on the job site, including distribution to the point of application.

- (2) Work or services pertaining to the preparation, spotting, pointing, detailing, taping, flushing, sanding and finishing of interior and/or exterior gypsum drywall, thin-wall, concrete, steel, wood and plaster surfaces.
- (3) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied including, but not limited to, texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (4) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (5) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand mechanical and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.

The Union understands and recognizes that WACA and its members are signatory to a collective bargaining agreement with the Painters and/or Plasterers covering drywall finishing and wet wall finish work. The parties agree that Article 1 (F) shall apply only to those signatory employers who are not signatory to a collective bargaining agreement with the Painters and/or Plasterers covering the drywall finishing or wet wall finish work as described in Article 1 (F) of the Agreement, and who choose to assign that work to the Painters and/or Plasterers. The Union agrees not to invoke or enforce Article 1 (F), or to create any jurisdictional dispute concerning the work described in that Article against any signatory employer that is also signatory to an agreement with the Painters and/or Plasterers covering the drywall finishing or wet wall finish work and who chooses to assign that work to the Painters and/or Plasterers, as long as such contract remains in effect.

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

- H. The provisions of this Article shall not be used or applied in any manner so as to be inconsistent with any applicable provisions of the following Agreements:
- (1) 46 Northern California Counties Carpenters Master Agreement;
  - (2) Southern California Carpenters Master Labor Agreement
- I. Should any individual employer, party to this Agreement, perform work as a general contractor, developer, or do any related carpentry work as specified in the local area carpenter master agreements, he/she or it shall do so under the terms and conditions of the then current appropriate carpenters master agreements in said areas.

## (2) Area Covered

- A. The area covered by this Agreement shall be Northern California, consisting of the forty-six (46) counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County and the westerly boundaries of Inyo and Mono Counties, to wit: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.
- B. All work performed by a signatory to this Agreement which is performed in the area of the Southwest Regional Council of Carpenters must be performed under all the wages, fringes, and all other terms and conditions of the Southwest Drywall/Lathing Master Agreement for work performed in each such area.

## **ARTICLE 2 SUBCONTRACTING**

1. The purpose of this Article is to preserve and protect the work opportunities that will be available to employees covered by this Agreement at the jobsite or job yard.

2. The terms and conditions of this Agreement, insofar as it affects the Employer and the individual employer, shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement to be performed at the jobsite or job yard, and said subcontractor with respect to such work shall be considered as an individual employer covered by this Agreement.
3. If an individual employer shall subcontract work herein defined, the work will be subcontracted to a subcontractor signatory to the appropriate Agreement with the Union. Such subcontract shall state that such subcontractor is or agrees to become signatory to an appropriate Agreement with the Union and will comply with all the terms and provisions of said Agreement, including the payment of wages, Trust Fund contributions and fringe benefit payments. A copy of the subcontract and signature shall be furnished to the Union upon request.
4. The term “subcontractor” means any person, corporation or other entity, other than an employee covered by this Agreement, who agrees, orally or in writing, to perform for, or on behalf of the individual employer, any part or portion of the work covered by this Agreement. The subcontractor shall be properly licensed as required by the California State Contractors License Law.
5. The individual employer will give written notice to the NCCRC as the case may be, of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract and/or prior to commencement of work by the subcontractor, unless such notice is prevented by emergency conditions, and shall specify the name and address of the subcontractor.
  - 5a. If thereafter the subcontractor becomes delinquent in the payment of any wages, Trust Fund contributions, or fringe benefit payments, then the NCCRC, Local Union or the Trust Fund office shall give prompt notice of the delinquency, confirmed in writing, to the individual employer and to the subcontractor. The notice shall specify the name and amounts, if known, of the delinquency.

- 5b. Said notification by the NCCRC, Local Union or the Trust Fund office shall be provided within twenty (20) days of publication of the Delinquency list provided by the Trust Funds or, if in the case of failure to pay wages, five (5) days from the applicable pay day. If such notice is given, the individual employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within ninety (90) days prior to the receipt of said notice from the Union and said individual employer may withhold the amount claimed to be delinquent out of the sums due and owing by the individual employer to such subcontractor.
- 5c. Notwithstanding the provision set forth above, if the subcontractor is found in violation of the hiring provisions of this Agreement, pursuant to the provision of Article 9 (Grievance Procedure), and the Union is unable to collect from the subcontractor the damages determined to be owing for such violation, the individual employer shall then be liable for the payment of such damages. The total of this liability, as it would apply to the individual employer, shall be no more than five (5) days' violation or the total of the subcontractor's retention being held by the individual employer, whichever amount is greater.
6. If the individual employer fails to give written notice as required in this Article, he/she shall, until notice is received, assume liability for any violation of the terms and conditions of this Agreement at that particular jobsite or job yard, as may be determined by Article 9 (Grievance Procedure). If the subcontractor is signatory or otherwise bound to an Agreement with the Union, the individual employer shall be liable only for delinquencies as set forth in subsection 5a of this Article for work on that jobsite or job yard. If the subcontractor is not in compliance with this Agreement, then the individual employer shall be liable for any violation of this Agreement on that jobsite or job yard.
7. If the Union or the NCCRC should make demand in writing for exercise of this Article, the individual employer will require that any subcontractor of the individual employer specified in the demand will, if

he/she has not already done so, post a surety bond in an amount not to exceed seventy-five thousand dollars (\$75,000.00) to cover payment of wages, Trust Fund contributions and fringe benefit payments specified in this Agreement. Failure of the individual employer to comply with this Article within two (2) days of demand will make the individual employer liable for the delinquencies of the subcontractor occurring on the individual employer's specific job. (The amount of the bonds specified in this subsection in no way affects the amounts specified for bonding purposes elsewhere in this Agreement).

8. The individual employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the individual employer elect to subcontract, the individual employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the individual employer to bargain collectively pursuant to Section 8(A)(5) of the National Labor Relations Act, as amended, with the Union upon expiration of this Agreement but for no other statute, rule, regulation or law.
9. The provisions of this Article may be enforced only through the grievance and arbitration provisions of this Agreement.
10. It is the intent of the parties to enforce the provisions of this Article only to the extent permitted by law.
11. Notwithstanding any provisions of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Article shall not be enforced by strike action or any other form of job shutdown or work interference; provided, however, that the rights provided in Article 9 (Grievance Procedure) of this Agreement are retained to enforce primary obligations of any individual employer.
12. Payment by cash or second or multiple checks or a combination thereof and the payment of excessive premium rates, excessive travel time, or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Article. The foregoing shall not apply to an annual bonus paid to supervisors.

13. No subcontract shall be in compliance with this Article if the effect of such subcontract is to diminish, eliminate or circumvent the payment of wages and fringe benefits to employees covered by this Agreement.
14. The provisions of this Agreement specifically prohibit the use of labor brokers or labor contractors who either, as a subcontractor, furnish workers to perform work covered by this Agreement, or labor brokers who arrange for workers to be placed upon the payroll of any contractor. A labor broker is any person, firm or corporation who hires or arranges for the hire of employees, but who neither supplies nor is primarily responsible for the payment of materials used on the job.
15. Notwithstanding any provisions of this Article, the individual employer may subcontract stocking and scrapping to any individual employer who is a signatory to this Agreement. Where the stocking is performed by the seller of the material, whether a manufacturer/distributor or dealer, and whether the price listed on the invoice includes an amount for stocking or is listed separately, the individual employer signatory to this Agreement shall not be held responsible for the labor affiliation of the stocking entity.

### **ARTICLE 3 RECOGNITION**

- (1) The individual employers hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman and any supervisory person who regularly gives orders directly to the workers covered by this Agreement. The Union has requested recognition as the Section 9(a) representative of the employees covered by this Agreement and has demonstrated or offered to demonstrate that the majority of the employees have authorized the Union and/or each of its constituent bodies to represent them in collective bargaining. WACA and each individual employer

expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its constituent bodies represents a majority of its craft employees performing work covered by this Agreement and agrees that the Union and/or each of its constituent bodies is the collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act, as amended of such employees. WACA, 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, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the NCCRC, and all of its affiliated Local Unions.

Any dispute concerning the interpretation or application of this Article shall be resolved by the permanent neutral Arbitrator pursuant to the procedures set forth in Article 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 permanent 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 this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated or any other appropriate remedy.

- (2) No individual employer, whether he/she be a sole proprietor, a partner, a shareholder, a member of the board of directors of a corporation, or in any other way interested in the profits of the individual employer, shall be permitted to perform work covered by this Agreement, and work with the tools of the trade unless the individual employer employs at least one (1) journeyman. In no event shall more than one (1) such individual employer be permitted to perform work covered by this Agreement by using the tools of the trade. Whenever such single individual employer is permitted to use the tools of the trade, he/she shall be deemed an employee covered by all provisions of this Agreement, including but not limited to the



provisions of Article 4 (Union Security). When a sole proprietor, a partner, a shareholder, a member of the board of directors of a corporation, or other individual who is in any other way interested in the profits of the individual employer performs work covered by this Agreement and works with the tools of the trade, all hours worked must be reported to the various fringe benefit funds designated in the Agreement. However, notwithstanding the reporting requirement, no Health and Welfare eligibility shall be accrued or granted for such individual unless hours for which contributions are received on behalf of the individual exceed an average of one hundred forty-five (145) hours during the three (3) most current work months and provided that all contributions due on behalf of all hours for all employees reported by the individual employer are current. Furthermore, no hours reported under this Article shall be used to qualify for any disability benefit, credit, or extension provided by any of the Carpenter Benefit Funds. Additionally, in the event that delinquent contributions are due, no hours reported on behalf of a sole proprietor, a partner, a shareholder, a member of the board of directors of a corporation, or any other individual in any other way interested in the profits of the individual employer shall be credited towards benefits until the delinquency is resolved.

(3)(a) The Union and the Employer agree that when employees are working in a supervisory and/or Safety Director position above the rank of foreman or general foreman, the individual employer may make payments with respect to his/her work in both the Carpenters Health and Welfare Trust Fund for California and the Carpenters Pension Trust Fund for Northern California; if elected both funds must be included. Health and Welfare hours reported under this Article shall be on the basis of one hundred forty-five (145) hours per month regardless of the number of hours paid or worked, and Pension hours shall be reported on the basis of either a minimum of one hundred forty-five (145) hours per month regardless of hours worked by such an employee, or on actual hours worked if greater than one hundred forty-five (145) hours per month in accordance with the schedules set forth in the Master Agreement;

provided, however, the individual employer having made one (1) payment on such an employee shall continue to make such payments so long as the employee is in his/her employ in that position. In the event that such employee remains affiliated with the individual employer in any capacity and the individual employer ceases to report or pay in full for Health and Welfare and Pension for that individual, the individual's Health and Welfare eligibility and any accrued hour bank shall immediately be forfeited. Furthermore, the parties agree that if in a given work month any delinquent contributions are due on behalf of any individual reported by the individual employer, or for whom contributions are required to be made, no hours for employees working in a supervisory position above the rank of foreman or general foreman shall be credited towards Health and Welfare and/or Pension benefits provided in this Agreement until the delinquency for that work month is resolved. Additionally, no eligibility for such supervisory employees shall be granted from an hour bank while an unresolved delinquency exists.

- (b) The Union and the Employer agree that when an employee is working in a supervisory and/or Safety Director position above the rank of foreman or general foreman, the individual employer may make payments with respect to his/her work into either or both the Annuity and Vacation Plans established by this Agreement on the basis of either actual hours worked or on the basis of one hundred forty-five (145) hours per month regardless of the number of hours actually worked by such employee; provided, however, the individual employer having made one (1) payment on any such employee shall continue to make such payments so long as the employee is in his/her employ in that position. Vacation/Holiday/Sick Leave contributions shall be made on the basis of post-tax deductions from wages. The parties further agree that if any delinquent contributions are due on behalf of any individual reported by the individual employer, or for whom contributions are required to be made, no hours for individuals reported under this Article shall

be credited towards either Annuity or Vacation/Holiday/Sick Leave benefits provided in this Agreement until the delinquency for that work month is resolved.

- (c) Should a supervisor and/or Safety Director cease to function in either or both positions and return to working with his/her tools for the same individual employer, contributions are made on that individual only for actual hours worked.
- (d) The Union and the Employer agree that the individual employers covered by this Master Agreement may cover owners or partners in the Carpenters Trust Funds by paying contributions in the same manner as set forth in (a) and (b) above, provided that such individual is performing work within the forty-six (46) Northern California Counties area and that, if not an owner or partner, would be working as a journeyman drywall/lather under the terms of this Master Agreement and provided further that the individual employer, having made one (1) payment with respect to the work of such an individual shall continue to make such payments monthly so long as the individual continues to perform work for the individual employer, or remains affiliated in any active capacity with the individual employer within the forty-six (46) Counties area. In the event that an owner or prior owner, partner or prior partner remains affiliated with the individual employer in any capacity and the individual employer ceases to report Health and Welfare and Pension for that individual, the individual's Health and Welfare eligibility and accrued hour bank shall immediately be forfeited. Furthermore, the parties agree that if any delinquent contributions for any work month are due on behalf of any individual reported by the employer, or any individual for whom contributions are required to be made, no hours for owners or partners shall be credited towards any of the benefits provided in this Agreement until the delinquency is resolved. Additionally, no eligibility for such owner or partner shall be granted from an hour bank while an unresolved delinquency exists. Such individual shall be deemed an employee covered by this Agreement solely for the purpose

of participating in said Trust Funds and shall have no other rights or privileges under this Agreement as an employee.

- (e) The Union and the Employer agree that no hours reported under this Article shall be used to qualify for any disability benefit, credit, or extension provided by any of the Carpenter Benefit Funds established by this Agreement.
- (f) The Union and the Employer agree that if an individual employer previously reported an individual under this Article and then ceases reporting on behalf of any such individual, that individual's hour bank will be cancelled and the individual employer shall not be allowed to report said individual again. However, the individual employer may reinstate an individual by either retroactively contributing required contributions for twelve (12) months from the current month, or if the failure to report lasted for a period less than twelve (12) months, retroactively paying required contributions to fill in any gap between the current month and the last month for which hours were reported on behalf of the individual. If after one such gap is repaired, the individual employer again fails to report and remit required payments in accordance with this Article, no additional repairs shall be allowed unless specifically approved by the Board of Trustees of the Health and Welfare and Pension Funds.
- (g) The Union and Employer agree that in the event that an individual employer either reports, or attempts to report, and/or contribute on behalf of any individual not specifically covered by this Agreement, all contributions so remitted shall be forfeited and any benefit eligibility accrued to such an individual shall immediately be terminated. Furthermore, if any benefits created by this Agreement are paid to, or on behalf of such individual, by any of the Benefit Funds created by this Agreement, the individual employer shall be required to reimburse the Benefit Funds for such payments. Additionally, if such ineligible individual is so reported, the individual employer shall forfeit access to the provisions of this Article for all owners, partners, and supervisory employees.

- (4) The Union hereby recognizes WACA as the sole and exclusive bargaining representative for its respective members, present and future, who are or hereafter become members, and agrees that during the term of this Agreement it will not negotiate or enter into any Agreement with such individual members of WACA relative to part or all of the subject matter covered by this Agreement.
- (5) This Agreement shall be binding upon each and every member of WACA with the same force and effect as if this Agreement were entered into by each member individually. All members of WACA shall be and continue to remain liable under this Agreement for and during the term hereof, irrespective of whether said members shall resign from WACA prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of said membership and remain in force for and during the term of this Agreement. Such former members shall be bound by any renewals, modifications, or extensions of this Agreement unless they give WACA and the Union at least sixty (60) days' written notice prior to the expiration date, or any subsequent yearly anniversary date thereafter, of their intent not to be bound by the new or renewed Agreement. WACA shall advise the Union of new and resigned membership quarterly.
- (6) Except as provided in Article 37 (Term of Agreement), each individual employer signatory hereto specifically waives any right that he/she or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation.

#### **ARTICLE 4**

#### **UNION SECURITY**

- (1) Every person performing work covered by this Agreement who is a member of any Local Union affiliated with the Union and in employment of an individual employer on work covered by this Agreement, on the effective date of this Article shall, as a condition of employment or continued employment,

remain a member in good standing of the Union in the appropriate Local Union. Every person covered by this Agreement shall be required, as a condition of continued employment, to apply for and become a member of and to maintain membership in good standing in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person completes his/her eighth (8th) day of employment. Such application shall be made within eight (8) days after the effective date of this subsection or eight (8) days after the beginning of such employment for any individual employer in the State of California and employment for any or all individual employers shall be accumulated for purposes of determining the running of the eight (8) day period. Membership in the appropriate Local Union shall be available upon terms and qualifications not more burdensome than those applicable at such time to other applicants for membership in the Local Union.

- (2) Persons employed by any individual employer for a period of eight (8) days continuously or accumulatively as specified herein shall be or become members of the Union after the eight (8) day period, and shall remain members of the Union as a condition of continued employment. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable to other applicants for membership in the Union.
- (3) Any individual employer who intends to use the eight (8) day provision must first notify the Local Union having jurisdiction in writing giving the worker's name, the last four digits of the Social Security number and job site. This must be done before the worker begins work.

## **ARTICLE 5**

### **HIRING**

- (1) The NCCRC shall establish and maintain open and non-discriminatory employment lists for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such lists.
- (2) The individual employer shall first call upon the appropriate Local Union of the NCCRC having work

and area jurisdiction for such workers as he/she or it may from time to time need, and such Local Union shall furnish to the individual employer the required number of qualified and competent workers and skilled mechanics of the classifications needed by the individual employer in accordance with the provisions of this Article.

- (3) It shall be the responsibility of the individual employer when ordering workers to give the appropriate Local Union all pertinent information regarding the workers' employment.
- (4) The Local Union will furnish in accordance with the request of the individual employer such workers of the classifications needed from among those entered on said lists to the individual employer by use of written referral in the following order of preference and the selection of workers for referral to jobs shall be on a non-discriminatory basis:
  - (a) Journeymen workers specifically requested by name who have been laid off or terminated in the geographic area of the NCCRC within three (3) years before such request by a requesting individual employer or a joint venture of which one (1) or more members is a former employer now desiring to re-employ the same workers, provided they have maintained continuous union membership during the period since previous employment with the requesting employer and are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.

Notwithstanding the above, there shall be no restriction on the mobility of workers of the individual employers in the forty-six (46) Northern California Counties.

- (b) Effective January 1, 2008, for those classifications for which the Carpenters Training Committee offers journeymen certifications, such workers whose names are entered on said lists, who are certified and who are available for employment.
- (c) When an Employer is required to satisfy the "skilled and trained workforce" minimum apprenticeship program graduation requirements set forth in

Public Contract Code Section 2600 et seq. or similar statutes, such workers whose names are entered on such lists who meet the apprenticeship program graduation requirements of said statutes and who are available for employment.

- (d) Workers who within the five (5) years immediately preceding the individual employer's order for workers, have performed work of the type covered by this Agreement within the geographic area of the Agreement, provided such workers are available for employment.
  - (e) Workers whose names are entered on said lists and who are available for employment.
- (5) When ordering workers of the skills required, the individual employer will give notice to the appropriate 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 (17) hours, if possible, before the required reporting time and in the event that, forty-eight (48) hours after such notice (Saturdays, 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 Local Union having work and area jurisdiction, each such worker by name. In emergency cases workers may be dispatched other than at such dispatching times.
- (6) Subject to the foregoing, 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 any reason. The individual employer may discharge any employee for just cause as defined in Article 26 (Show Up Time, Termination Pay and Discharge); provided, there shall be no discrimination on the part of the individual employer against any employee for activities on behalf of or representation of the Union not interfering with the proper performance of his/her duties.
- (7) It is agreed that, notwithstanding the provisions of this subsection, the first Foreman and up to twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be employees designated by the individual employer.



Further, an additional twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be selected by the individual employer from workers who are registered on the Ready to Work lists and who are members of the Local Union having jurisdiction over the job or project at any location in the forty-six (46) Northern California Counties and/or are workers who are qualified or meet the requirements of any mandated local hiring ordinance. It is further agreed that, notwithstanding the provisions of this subsection, up to fifty percent (50%) of the employees employed to perform work covered by this Agreement on any residential project may be employees designated by the individual employer.

In all cases such employees shall be subject to the provisions of Article 4 (Union Security), and must be properly registered on the appropriate Local Union Ready to Work list before being dispatched.

The ratio of twenty-five percent (25%) and fifty percent (50%) to other employees shall not be increased during any time with respect to the job. Whenever employees are laid off, the ratio cannot be increased.

- (8) Available for employment shall mean:
  - (a) All individuals seeking employment under subsection 1 of this Article above shall comply with NCCRC policy regarding established roll call time.
  - (b) All individuals eligible for referral shall abide by the NCCRC Hiring Hall Policies and Procedures.
- (9) Dispatching hours shall be as determined by the NCCRC Hiring Hall Policies and Procedures.
- (10) Each individual, upon being referred, shall receive a referral slip to be transmitted to the individual employer representative at the jobsite, indicating his/her name, address, last four digits of the Social Security number, type of job, date of proposed employment and date of referral. If requested by the individual employer, the referral slip shall be transmitted via facsimile or electronically to the individual employer representative at the jobsite and/or office.

- (11) To ensure the maintenance of the current Ready to Work list, all individuals shall abide by the NCCRC Hiring Hall Policies and Procedures.
- (12) Individuals shall be eliminated from the Ready to Work list for the following reasons:
  - (a) Dispatched to the job - except that any individual who is rejected by the individual employer or who has received no more than the equivalent of forty (40) hours straight time pay shall retain his/her position on said list.
  - (b) Failing to accept suitable employment two (2) times 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 such individual.
  - (c) Unavailable for employment during the current week.
  - (d) Any individual dispatched to a job who fails to report for work or is voluntarily terminated prior to receiving the equivalent of forty (40) hours pay shall be placed at the bottom of the list, provided he/she re-registers.
- (13) The Local Union shall suspend from the journeyman Ready to Work list any person who demonstrates a lack of journeyman skills, qualifications, or work ethic. A person's lack of skills, qualifications, or work ethic shall be based on the following: at least three (3) different individual employers have documented in writing within a nine (9) month period the person's lack of skills, qualifications or work ethic.

A person suspended from the Ready to Work list shall be referred to the Carpenters Training Committee for testing and evaluation. If the Training Committee determines that the person has the skills and qualifications of a journeyman drywall/lather, such person shall be reinstated to his/her place on the Ready to Work list as if he/she had not been suspended. If the Training Committee determines that the person does not have the required skills and qualifications of a journeyman, the Training Committee shall prescribe a course of training which may include being indentured into the apprenticeship program and the person shall be placed at the end of the Ready to Work list.

- (14) The Local Unions shall post in places where notices to applicants for employment with the individual employer are customarily posted, all provisions relating to the functions of the hiring arrangement, including the provisions set forth in this Article, and each individual employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of hiring arrangements, including the provisions set forth in this Article.
- (15) 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 Article 4 (Union Security) of this Agreement.

Any person, including an individual employer aggrieved by the operation of the hiring hall provisions of this Article, has the right to submit his/her grievance to the permanent hiring hall neutral arbitrator who shall be Robert M. Hirsch, or his successor, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) work days after the occurrence of the grievance. The neutral hiring hall arbitrator shall have full power to adjust the grievance and his/her 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 each Local Union or the NCCRC. Notices required by this subsection shall be mailed or delivered to Robert M. Hirsch, P.O. Box 170428, San Francisco, CA 94117. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Union regardless of which Local Union, NCCRC or individual employer is involved.

- (16) Any person dispatched in accordance with this Article by accepting such dispatch shall be deemed to have assigned to the Union his/her rights to collect unpaid wages or Trust Fund contributions.

- (17) The procedural rules for the operation of the NCCRC Hiring Hall shall be those Uniform Hiring Hall rules as established, amended or modified from time to time by the NCCRC pursuant to its Bylaws.
- (18) It is the intent of the parties through a labor-management committee to provide a journeyman certification process, including but not limited to the following skills: welding, scaffolding, lifts, doors and hardware, metal framing, drywall, flashing, AAMA (Flashing), and sealants.

## **ARTICLE 6**

### **STRIKES, LOCKOUTS**

- (1) During the term of this Agreement, the Union may withdraw employees or refuse to furnish or refer persons for any and all violations of this Agreement except for grievances arising over an alleged violation of Article 2 (Subcontracting). The Union shall have the right to withdraw or refuse to refer persons with respect to any individual employer who has failed to pay any wages, any contributions to any Trust Fund specified in this Agreement, or who has violated the prohibition against subcontracting or payment of piece rates or bonuses specified in this Agreement, or who has failed to comply with a decision of the Joint Adjustment Board or Arbitrator. The withdrawal or refusal to refer persons under the conditions specified in this Article shall not be deemed a violation of this Agreement. Any individual employer who believes that the Union has violated the provisions of this Agreement by withdrawing or refusing to furnish persons as specified herein may present his/her claim under the grievance and arbitration remedies provided in this Agreement. The right of the Union to engage in economic action over alleged breaches of Article 2 (Subcontracting) and Article 7 (Jurisdictional Disputes) shall only be to the extent permitted by law.
- (2) During the term of this Agreement, an individual employer party to this Agreement shall not cause or permit any lockout of persons employed to perform work covered by this Agreement. Nothing in this Agreement shall require the Union or members thereof or any other persons to cross a lawful picket line established at the job site, which has been duly sanctioned by the Northern California Carpenters

Regional Council, the Central Labor Council, or the Building Trades Council in the appropriate area.

- (3) Any person withdrawn from an individual employer for failing to pay appropriate wages, Trust Fund contributions or other money items, and/or failure to comply with the provisions of Article 8 (General Conditions) shall be entitled to full straight time hourly rate of pay from the individual employer for not more than eight (8) hours per day for all time which elapses between the time that the person is withdrawn until the individual employer complies with the Agreement or the Union agrees to cease withdrawing persons, whichever occurs first; provided that such pay shall be limited to five (5) working days and provided further that no such pay shall be claimed for any Saturday, Sunday or holiday for which no permission to work was given; provided further that the person withdrawn remains available for work.

## **ARTICLE 7**

### **JURISDICTIONAL DISPUTES**

- (1) The Union guarantees, during the term thereof, that there shall be no strikes, slow-downs or stoppages of work occasioned by jurisdictional disputes and that all workers covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations without regard to past, present or future disputes based on jurisdictional claims.
- (2) Nothing contained in this Agreement, or any part thereof or in this Article or any part thereof, shall affect or apply to the Unions signatory hereto or on whose behalf this Agreement is executed or any of them in any action they may take against any individual employer who has failed, neglected, or refused to comply with or execute any settlement or decision reached through grievance or arbitration under the terms of this Agreement. Any subcontractor of an individual employer shall be subject to the provisions of this Article.
- (3) Upon request of the Union, the individual employer shall furnish written evidence of job assignment on any work, job, or at any location.

**ARTICLE 8**  
**GENERAL CONDITIONS**

- (1) No person shall be employed in work covered by this Agreement at piece rate or under any system of bonus pay. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence," where not required or permitted by this Agreement, shall be evidence of a violation of this Agreement.

It is agreed that all workers shall perform a fair day's work, but neither party shall establish work quotas as terms of footage or other units of production. Workers shall not solicit employment or work on a piecework basis or any other basis except a regular hourly rate as set forth in the "Wage and Contributions Schedule" referred to in Article 33 (Wage and Fringe Benefit Rates).

- (2) Nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform nor shall there be any restriction against the use of any kind of machinery, tools or labor-saving devices provided that all such machinery, power tools, or labor-saving devices are furnished on the job site by the individual employer and, provided further, that no employee shall be required to work under any conditions that are injurious to his/her health or safety in conflict with the State Health & Safety Code and with a present well-established custom regulating such use where the work is being performed. Two (2) or more employees shall be required in the handling and installation of any panel or assembled panel weighing over one hundred ten (110) pounds.
- (3) It is mutually agreed that the individual employer and the Union shall fully comply with all federal and state laws, including but not limited to all of the provisions of Title 7 of the Civil Rights Act of 1964, as amended; the California Fair Employment and Housing Act, as amended; and the Americans with Disabilities Act of 1991, as amended, to the end that no person shall, on the grounds of age, sex, race, color, national origin, sexual orientation, gender, ancestry, disability as defined by the Americans with Disabilities Act of 1991 and the California Fair Employment and Housing Act, or Vietnam Veteran status, 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 this Agreement. The Employer and the Union shall work collaboratively to improve recruitment, retention and viable work opportunities for minorities, women and any other protected class. Upon the request of either party, a committee shall be formed to ensure practical steps are being taken towards diversity and inclusion in the workforce.

It is further agreed that no person or applicant for employment shall be discriminated against or shall have his/her employment relationship affected by reason of his/her age except as provided in the Trust Agreement, rules and regulations, and statements of procedure governing the Joint Drywall/Lathing Apprentice Programs.

Nothing in this Article and no grievance filed pursuant to this Article shall be deemed a waiver of any individual worker's statutory rights provided by federal and/or state laws. Throughout this Agreement, whenever the masculine gender appears, the feminine form applies equally and may be substituted therefore.

- (4) The Union shall cooperate with the Employer and individual employees by participation in any joint program established by and referred to in the Carpenters Master Agreement for Northern California covering the handling of drug and/or alcohol abuse problems.
- (5) Each individual employer shall furnish the Union with an accurate street and number address as well as mailing address on a current basis. Any change in address shall be furnished to the Union within ten (10) days after the effective date of the change. A copy of each notification of current address and change of address shall be simultaneously forwarded to the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.
- (6) On all work covered by this Agreement, the individual employer shall perform the work with drywall installers and/or lathers under the terms of this Agreement. The names of all employees shall be carried on the payroll records of the individual employer. The Union shall have the right upon

written notice to request the individual employer to submit all payroll records and other documents necessary to audit to determine whether or not the provisions of this Article or any other provision of this Agreement have been complied with. The audit shall be performed by an auditing firm which has no financial interest in or relationship to the individual employer or the Union. If the individual employer is found to have materially breached the Agreement, which shall be defined as having a liability to its employees or to the Carpenter and/or Drywall Trust Funds in an amount in excess of ten thousand dollars (\$10,000.00), which liability is not the result of clerical errors, then the cost of the audit shall be borne by the individual employer. The auditor may require the production of United States Internal Revenue forms 1096 and/or 1099 or their equivalents or any other pertinent documents, and the individual employer shall comply with the request and shall instruct his/her employees, representatives, agents, accountants, or any other person having custody or control of the records and documents to comply with the request.

The remedies and conditions for failure or refusal to submit to audit entry shall be as provided in Article 17 (Audit and Contract Enforcement) Sections 3 and 4 of this Agreement.

- (7)(a) Each general contractor and subcontractor shall secure the payment of all Trust Fund contributions and wage and money payments (excluding waiting time and liquidated damages) required by this Agreement by posting a surety or cash bond in the amount of not less than twenty thousand dollars (\$20,000.00). Such bond shall be in the Uniform Drywall Bond Form provided by the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., and shall be maintained in effect at all times during the term of this or its successor agreement.

A copy of said bond shall be posted with the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., and a copy shall be furnished to the Union upon request.

- (b) The parties hereto have agreed to the establishment and operation of the Grievance Obligation Trust



Fund by the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc. to satisfy the requirements of this Article to secure the payment of all Trust Fund contributions, wages and money payments (excluding waiting time and liquidated damages) required by this Agreement. All individual employers bound to the Agreement shall be required to secure such payment by paying each year commencing May 1, 1986 a fee of five hundred dollars (\$500.00) (or such other sum as may be determined by the Directors of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.) to the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc. as such employer's contribution to the Grievance Obligation Trust Fund.

It is agreed and understood that existing Lather Health and Welfare and Pension Trusts may participate in the Grievance Obligation Trust Fund commencing upon contributions being made to the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc. provided further that all firms signatory to the applicable Agreement shall be required to participate.

- (c) In the event an individual employer fails to comply with any final decision rendered through the grievance procedures of this Agreement and fails to make payment of any judgment or award that the Trust becomes obligated to pay, that individual employer shall immediately be required to pay to the Fund in cash not less than twenty thousand dollars (\$20,000.00) or such other sum as may be required under the terms of any final decision made under the grievance procedure of this Drywall/Lathing Master Agreement, whichever is less.
- (d) If for any reason the Grievance Obligation Trust Fund ceases to function during the term of this or its successor Agreement, then each individual employer shall acquire a bond as provided in this Article, Section 7(a).
- (e) The Union will refuse to refer workers to and will withdraw workers from any individual employer who has not complied with the provisions of this subsection, and such refusal and/or withdrawal will not constitute a violation of this Agreement.

- (f) Payment from the Grievance Obligation Trust Fund will be secondary to any amounts owed by any other person or entity. The only party entitled to make a claim against the Grievance Obligation Trust Fund is the Directors of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., acting through their Executive Director. Offsets or setoffs of amounts owed by any other person or entitled are not allowed against the amount owed or paid by the Grievance Obligation Trust Fund.
- (8) The individual employer shall not be required to discharge any employee for non-compliance with Article 4 (Union Security) of this Agreement until a written notice from the Union stating non-compliance shall have been delivered to the individual employer at his/her place of business or the job site involved.
- (9) WACA shall each month furnish the Union with a current roster of employer members. Each individual employer shall notify the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc. in writing at least thirty (30) days prior to the cancellation or termination of any bond or other security established pursuant to this Article.
- (10) Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been, or will be performed. Where there are visitation restrictions imposed at the job site by other than the individual employer, the individual employer will use his/her best efforts to provide access to the site by the Union representatives.
- (11) In order to avoid unfair competition and to prevent the loss of accumulated worker fringe benefits, the Union agrees that each worker must be dispatched for wages, fringe benefits, and Trust Fund contributions under the terms and conditions of this Agreement to which his/her local union is signatory. The individual employer shall pay the appropriate wages, fringe benefits, and Trust Fund contributions as required by such agreements, and each employer shall execute appropriate agreements with such trusts if necessary.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

- (1) Subject to the exceptions provided for in Article 6 (Strikes, Lockouts) of this Agreement, any dispute, grievance or question concerning the application or interpretation of this Agreement shall be determined in accordance with the provisions of this Article. Disputes concerning the proper payment of Trust Fund contributions, the amount of Trust Fund contributions due and owing, the proper payment of wages or any other alleged violation of the Agreement may, at the option of any party hereto, be submitted to the provisions of this Article, provided however, that the Trustees of the respective Trust Funds referred to in this Agreement shall not be required as a condition of collecting all amounts due such Trust Funds to submit their claims through the provisions of this Article.
- (2) There is hereby established a Joint Adjustment Board for the forty-six (46) Northern California Counties.
- (a) This Board shall process all grievances or claims in the forty-six (46) Northern California Counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County, and the westerly boundaries of Inyo and Mono Counties. The Board shall be known as the "Northern California Joint Adjustment Board for the Drywall Industry".
- (b) The Board shall be composed of two (2) representatives and their alternates selected by WACA and two (2) representatives and their alternates selected by the Union. In addition to the employer and employee members, the Board shall have as a member an individual who shall be a permanent neutral arbitrator who shall sit as the chairman of the panel and shall attend meetings of the panel as scheduled. The permanent neutral arbitrator, who shall have no business connection with either party to this Agreement, shall be authorized to participate in the proceedings and if the Joint Adjustment Board is unable to reach a majority vote, the Arbitrator shall render the deciding vote. The decision of the Joint Adjustment Board and/or the decision of the Arbitrator, as the case may be, shall be final

and binding upon all parties to this Agreement and shall have the effect of a legal judgment.

- (c) A quorum of the Board shall consist of one (1) employer member and one (1) Union member along with the Arbitrator.

All decisions of the Joint Adjustment Board shall be by majority vote, with each party having equal voice and vote.

- (d) Any individual employer against whom a grievance or claim has been filed may, upon demand, require that the Arbitrator make the decision in the case rather than the Joint Adjustment Board. In the event that any individual employer fails to appear or refuses to participate in the grievance proceedings, the grievance or claim against said individual employer shall be processed and upon submission by the charging party or parties, the Joint Adjustment Board or the Arbitrator, as the case may be, shall make a decision concerning said grievance or claim. No decision concerning an individual employer who fails or refuses to appear shall be made unless the neutral arbitrator issues said decision.

- (3) The Joint Adjustment Board and the Arbitrator, as the case may be, shall have the power to adjust grievances and disputes, make awards of back pay, levy fines for violations of the Agreement, and assess liquidated damages in accordance with the provisions of this Agreement, which shall be final and binding upon all parties to this Agreement. The Joint Adjustment Board may, as part of a remedy in any case before it, order an increase of the surety requirements specified in this Agreement up to a maximum of forty thousand dollars (\$40,000.00), or an amount equivalent to the average of the three (3) highest contributing months within the previous twelve (12) month period, whichever is greater, and may specify the effective date of such surety requirements.

The parties recognize and acknowledge that compliance with the requirements to pay wages, fringe benefits, and to abide by the provisions of this Agreement are essential for maintenance of this Agreement, the health and safety of workers covered thereunder, the fairness to all parties (including the Union, employees, and employers in the industry)

and that it would be extremely difficult if not impracticable to fix the actual expense and damage to the workers, the Union and the industry, for any failure to comply with any of the provisions of this Agreement. Therefore, the Joint Adjustment Board shall have the right to assess liquidated damages as deemed necessary to maintain the integrity of the Agreement. Any liquidated damages assessed by the Joint Adjustment Board or the Arbitrator shall become due and payable to the Joint Adjustment Board as liquidated damages and not as a penalty. Neither the Joint Adjustment Board nor the impartial arbitrator shall have the authority to modify, vary, change, add to or remove any of the terms and conditions of this Agreement.

(4) In addition to any rules and procedures which the Board may adopt, the Joint Adjustment Board and the permanent neutral arbitrator shall be governed by the following provisions:

- (a) All proceedings shall be done in an expedited manner and no briefs, transcripts, or written opinions shall be required unless specifically requested by any parties to the grievance or unless ordered by the permanent neutral arbitrator. The parties specifically agree that the permanent neutral arbitrator shall not be required to render an expanded opinion in any case unless requested prior to the commencement of the proceedings.
- (b) The Board shall meet within forty-five (45) days on any item referred to it and shall establish regular monthly meetings for the purposes of hearing all grievances and claims filed therein. The Board shall provide notice of the time and place of hearings to all persons having business before the Board and shall establish a regular meeting place and mailing address for all matters. All proceedings of the Northern California Joint Adjustment Board shall be held in the City of Oakland, County of Alameda unless mutually agreed to move to another location.
- (c) The expenses of the Joint Adjustment Board and the permanent neutral arbitrator, including all costs of court reporter or otherwise, shall be paid by the Northern Division of the Western States Drywall/Lathing Industry Labor-Management

Cooperation Committee, Inc., provided that all assessments or liquidated damages which are not awarded to individual employees or to the Trust Funds shall be retained by the Joint Adjustment Board to defray expenses. Any surplus funds shall be for the sole and exclusive use by the Carpenters Training Trust Fund for Northern California.

- (d) Any grievance or dispute to be submitted shall be presented to the Joint Adjustment Board within thirty (30) days after the complaining party has actual knowledge of the facts giving rise to the dispute or, when further discovery is necessary, has made final determination of the facts giving rise to the dispute.

Any employee who claims to have been improperly paid, discharged, or disciplined without just cause shall present his/her grievance to the Union within seven (7) calendar days following the event, and the Union must file its grievance, if any, within five (5) working days.

Whenever possible before submission of the dispute to the Joint Adjustment Board, representatives of the Union and the individual employer shall attempt to adjust the matter. If after twenty-four (24) hours the matter cannot be adjusted between the respective parties, either party may submit the matter to the Joint Adjustment Board which shall render a decision within the limits and subject to the provisions of this Article and applicable rules and regulations.

Repeated violators of this Agreement shall lose the rights of the twenty-four (24) hour adjustment provisions of this Article.

- (e) The Joint Adjustment Board or Arbitrator may, as part of a remedy, require an individual employer to submit weekly reports of workers and hours worked to the Northern Division of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.
- (f) In any grievance in which the Arbitrator is requested to issue an expanded opinion, the Arbitrator shall not be required to render such an opinion unless the party requesting the same guarantees to pay any additional charges

or expenses of such services. The decision of the Arbitrator or the Joint Adjustment Board shall be issued within thirty (30) days following completion of the proceedings.

- (g) Charges and expenses incurred as the result of a special hearing or hearings on days other than the regular scheduled meeting date of the Joint Adjustment Board shall be payable by the party requesting such special hearings and shall not be the responsibility of the Northern Division of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.

- (5) A decision of the Joint Adjustment Board or the decision of the permanent neutral arbitrator shall be enforceable by petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco for all proceedings of the Northern California Joint Adjustment Board. Alternatively such petition may be filed or tried in the United States District Court for the Northern District of California.

Any party who fails or refuses to comply with the decisions of the Joint Adjustment Board or an award of the permanent neutral arbitrator, as the case may be, shall be responsible for attorney's fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law.

- (6) If any party hereto fails to comply with the decision of the Joint Adjustment Board or the permanent neutral arbitrator, the Union may withdraw employees or strike the individual employer, and such action shall not be a violation of this Agreement so long as such non-compliance continues. Said right to withdraw employees or strike shall be in addition to all other remedies available herein.

Whenever the Union has the right pursuant to the terms of this Agreement to withdraw or refuse to refer workers, such rights shall coexist with the right to proceed under any stage provided for under the provisions of this Article.

Awards involving application or enforcement of Article 2 (Subcontracting) shall not be enforced by strike action.

(7) Any dispute concerning the interpretation or application of this Agreement shall be subject to the procedures set forth in paragraphs 1 to 6 of this Article. The following claims and claims for associated penalties, including claims for meal and rest period violations governed by Article 21 (Work Day), shall be resolved exclusively through binding arbitration before an impartial arbitrator as set forth in this paragraph, and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner: all claims arising under the Fair Labor Standards Act, the California Labor Code and the Industrial Welfare Commission Orders (e.g. Wage Order 16) and all derivative claims arising under California Business & Professions Code section 17200, et seq. for: unpaid wages (e.g., claims for hours worked off the clock, overtime wages, minimum wages, incorrect rate(s) of pay and travel time); heat illness recovery violations; waiting time penalties; reimbursement of expenses (e.g., tools, cell phone charges, mileage and subsistence); recordkeeping of personnel files, time records and payroll records; violation of Labor Code Articles 212 and 226, and all similar claims arising under applicable local law.

It is mutually agreed that 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"). In the event a grievance asserting PAGA violations arises, such claims shall be resolved exclusively through binding arbitration before an impartial arbitrator as set forth in this paragraph 7. This Agreement expressly waives the requirements of PAGA and authorizes the impartial 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.

For rest period and meal period claims, the time limit for bringing such claims is the time limit for bringing grievances under this Article. For all other claims covered by this sub-Article (7), the intent of the parties is to use the shortest time limit permitted by applicable law, as determined by the impartial arbitrator. All substantive and procedural rights



applicable to mandatory arbitration of employment claims shall be observed, e.g., the right to more than minimal discovery, payment of costs by the employer, a written award, etc. The impartial arbitrator shall manage all such claims with due regard for the rights of the employees and the inherent advantages of arbitration over court proceedings. The arbitrator shall be authorized to award any and all remedies otherwise available by law.

Statutory claims described above (other than meal period and rest period claims) shall be initiated by an aggrieved employee by written notice within the statute of limitations period to the Individual Employer with a copy provided to the Union. The Union will provide the aggrieved employee and Individual Employer with the permanent Arbitrator's contact information. Once a grievance is filed for a statutory claim(s) described above, 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 under the procedures set forth in this paragraph 7.

Should the permanent Arbitrator designated by the Parties to this Agreement be unavailable or unacceptable to the Individual Employer or aggrieved employee, the aggrieved employee and Individual Employer shall request a panel of five (5) labor arbitrators from the Federal Mediation and Conciliation Service. The arbitrators shall be members of the National Academy of Arbitrators and located in Northern California. The aggrieved employee and Individual Employer will select an impartial arbitrator from the panel using an alternative striking method with the party making the first strike determined by the flip of a coin. The Individual Employer shall be responsible for paying the cost of arbitration, including the arbitrator's fee.

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 paragraph 7, or to award relief to a group or class of employees in one grievance or arbitration proceeding. The impartial arbitrator shall have the authority to apply the applicable Federal, state or local law to the statutory claim(s), but shall be prohibited from interpreting this Agreement. A decision of the impartial arbitrator shall be final and binding upon the aggrieved employee and the Individual Employer.

If the impartial arbitrator determines that the resolution of a statutory claim requires an interpretation of this Agreement, the impartial arbitrator shall certify a question to the Union and Employer seeking an interpretation of the relevant Article(s) of this Agreement. The Union and the Employer shall provide a response to the certified question within fourteen (14) days of receipt from the impartial arbitrator. If the Union and the Employer cannot mutually agree upon the interpretation of the relevant Article(s) for the response to the certified question, the certified question shall be submitted to the Board of Adjustment and the permanent neutral Arbitrator (as that term is used in paragraph 2(b) above) for a decision under the procedures set forth in paragraphs 1 to 6 of this Article.

If a court of competent jurisdiction finds any term or clause in this subsection 7 to be invalid, unenforceable, or illegal, such a term or clause may be revised to the extent required according to the opinion of the court to render this subsection enforceable or valid so as to preserve the agreement and intent to the fullest possible extent.

This subsection 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.

## **ARTICLE 10 STEWARDS**

- (1) A steward shall be a working journeyman employee appointed by the Union who shall, in addition to his/

her work as a journeyman, be permitted to perform during working hours such of his/her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the individual employer agrees that stewards shall be allowed a reasonable amount of time for the performance of such duties. The Union shall notify the individual employer of the appointment of such steward, to be confirmed by letter. Unless notified to the contrary, the first journeyman on the job shall act as job steward until the Union appoints a successor. In no case shall a foreman be a steward.

- (2) No steward shall be discharged or laid off except for just cause. In the event of layoff or discharge of a steward, the Union shall be given notice in writing at least two (2) working days prior to the effective date of such discharge or layoff. Such notice shall contain the reasons for layoff or discharge.
- (3) The steward shall be the last employee other than the foreman to be laid off for lack of work but may be transferred to another job provided the Union is given prior notice of the transfer.

## **ARTICLE 11**

### **EXISTING AND OTHER AGREEMENTS**

- (1) All existing labor agreements between the Employer and the Union covering the type of work covered by this Agreement are automatically canceled and superseded by this Agreement.
- (2) It is agreed that any individual employer accepted for membership in the Wall and Ceiling Alliance shall become a party to this Agreement and, after becoming a party, shall be entitled to the benefits and be subject to the obligations hereof in lieu of any individual agreements he/she may have with the Union at that time with respect to work covered by this Agreement. In addition, WACA shall immediately notify the Union in writing whenever an individual employer becomes a member of WACA. Notwithstanding the foregoing, the Union shall have the right, within seventy-two (72) hours of receipt of said written notice, to object to any individual employer becoming a party to this Agreement and

to insist upon, if appropriate, negotiations separately with that individual employer. Upon receiving such objection from the Union, this Agreement shall be null and void ab initio for all purposes as to that individual employer only. This paragraph does not apply to an individual employer that is signatory to an existing Agreement with the Union.

- (3) In the event the Union enters into any other agreement exclusively for the Drywall/Lathing Industry with other employers or employer associations in the forty-six (46) Northern California Counties which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement.
- (4) Each individual employer signatory hereto agrees to be bound by the provisions of this Agreement and agrees to execute any necessary documents in order to become signatory to this Agreement, whenever he/she or it operates or commences operations under any other name, whether it be individual, under a fictitious name, as a sole proprietorship, in a partnership, joint venture, or under corporate or limited partnership forms. The individual employer further agrees to notify the Union of the name or names under which he/she or it conducts business in work covered by this Agreement and agrees to notify the Union of any new form or name under which work covered by this Agreement is performed.

No change in name, style or organization of the business of a signatory individual employer shall operate to defeat the application of this Agreement to said business for the work covered by this Agreement. In the event of any change of ownership or in the form of the signatory individual employer's business organization, the terms and obligations of this Agreement shall continue in full force and effect as to the employing organization. Disputes over the application or interpretation of this Article shall be subject to the grievance procedures contained in Article 9 (Grievance Procedure) of this Agreement.

**ARTICLE 12**  
**JOB REGISTRATION**

- (1) Each individual employer shall notify the Union in writing on a uniform job registration form to be provided by the Northern Division of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., of the location of each job on which he/she will be performing work covered by this Agreement. Such notice shall be given at least forty-eight (48) hours prior to the commencement of work and shall contain all the information required by the Northern Division of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., form. On jobs where the time factor does not permit registration of jobs prior to their commencement, the individual employer shall notify the appropriate Local Union or the NCCRC by telephone giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the individual employer to the Northern Division of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., within forty-eight (48) hours thereafter. The Union may withhold or withdraw workers from the individual employer for failure to comply with this paragraph 1 of this Article.
- (2) In the event an individual employer takes over the performance of a contract covered by terms of this Agreement from another individual employer, the successor individual employer shall notify the Northern Division of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject the successor individual employer to claims for any delinquent fringe benefits of the predecessor individual employer through the grievance procedure in addition to any other claims which may arise because of such failure.
- (3) A copy of the completed uniform job registration form, as set forth above, shall be sent to the Local Union which has jurisdiction in the area where the job is located.

The uniform job registration form shall include all the information required under this Article, subsections (1) and (2).

The Union will have the right to refuse to refer workers to and withdraw workers from an individual employer who is setting quotas or paying by a piece rate or an hourly rate which is less than the rate set by this Agreement.

### **ARTICLE 13**

#### **DRYWALL AND LATHING APPRENTICE PROGRAM**

- (1) The Employer and the Union, recognizing the need for a skilled work force, shall maintain a recognized and approved apprenticeship and training program. Said program will be organized and operated in full compliance with the Shelly-Maloney Act of the State of California.
- (2) A local Joint Apprenticeship and Training Committee comprised of equal representation from the employers and the Union shall administer the apprenticeship and training program in accordance with local working conditions and subsection (1) of this Article.
- (3) Individual employers shall contribute into the appropriate Trust Fund account an amount set forth in Article 33 (Wage and Fringe Benefit Rates) for each hour worked by all employees covered under this Agreement. Said contributions are to be used to fund the training program.
- (4) Wages, fringe benefits, and other terms and conditions of employment of apprentices and/or trainees shall be determined by reference to the particular geographical area in which the work is performed.
- (5) All monies collected by the Joint Adjustment Board as assessments, damages, or the like in excess of the amounts needed to pay the necessary and reasonable expenses of the Joint Adjustment Board or the grievance procedure shall be transferred to the Carpenters Training Trust Fund for Northern California to be used solely and exclusively for the purposes specified in the Trust Agreement.

- (6) The parties to this Agreement herewith impose a mandatory duty on each individual employer to abide by the Apprenticeship Standards adopted by the Joint Apprenticeship Committees and approved under the provisions of the Shelly-Maloney Act of the State of California.
- (7) An individual employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeymen regularly employed by him/her and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him/her. The first apprentice may not be employed until at least two (2) journeymen are regularly employed by the individual employer. Any individual employer employing five (5) journeymen shall, while employing five (5) journeymen, also employ at least one (1) apprentice. For each additional five (5) journeymen then in his/her employ, he/she shall employ at least one (1) additional apprentice.
- (8) The Carpenters Training Trust Fund for Northern California is encouraged to request that the bargaining parties require repayment of training costs by apprentices who choose to work for employers not covered by this Agreement unless dispatched by the Carpenters Training Trust Fund for Northern California.
- (9) It shall be a contractual obligation of contractors party to this Agreement to re-employ apprentices laid off due to lack of work before employing new apprentices.

## **ARTICLE 14**

### **REDUCTION IN HOURS**

- (1) When the Union and the Employer considers and agrees that conditions in the industry in the area covered by said Agreement warrant a shortened work day or work week, the parties shall jointly give adequate consideration and discussion of such changes; provided, however, that any such changes in the work day or work week shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a

change is made in the work day and work week; provided, however, the Union will not request the Employer, parties hereto, to provide a shorter work day until the shorter work day is generally established in the building and construction industry.

- (2) Notwithstanding any other provisions of this Agreement, the work day and work week shall comply with the provisions of the 46 Northern California Counties Carpenters Master Agreement for Northern California.

## **ARTICLE 15 TRUST FUNDS**

- (1) Each individual employer shall make hourly contributions in accordance with the terms and provisions of the Collective Bargaining Agreement and Trust Agreements. Each individual employer shall be required to contribute and be bound by each of the below listed Trust Funds or Plans or such other Trust Funds or Plans as the regional area bargaining parties may require.

- (a) For all work performed in the area known as the forty-six (46) Northern California Counties contributions shall be made to the Carpenters Health and Welfare Trust Fund for Northern California, the Carpenters Pension Trust Fund for Northern California, the Carpenters Vacation, Holiday and Sick Leave Trust Fund for Northern California, the Carpenters Training Trust Fund for Northern California, the Carpenters Annuity Trust Fund for Northern California, the Carpenters Work Preservation Committee Trust Fund, the Carpenters International Training Fund, the Wall and Ceiling Alliance Industry Promotion/Contract Administration Program, and the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.
- (b) Each individual employer covered by this Agreement shall make hourly contributions to the Carpenters Training Trust Fund for Northern California in the amount listed in Article 33 (Wage and Fringe Benefit Rates) in accordance with the Collective Bargaining Agreement and Trust Agreement.



- (2) The individual employer subject to this Agreement agrees to accept, assume and be bound to all of the obligations of each of the Trust Agreements, Plans or Rules governing the Trusts referred to in paragraph (1) of this Article and/or any amendments, modifications, or changes thereof made by the parties thereto, as are now or may hereafter be imposed upon any individual employer by or pursuant to any such Trust, Trust Fund or Plan as set forth in this Agreement or any Trust Agreement referred to herein.
- (a) Each individual employer covered by this Agreement shall contribute in a timely manner, compliant with federal law, to the Northern California Carpenters 401(k) Trust Fund, on behalf of each employee covered by this Agreement who has voluntarily elected to participate in the 401(k) Plan the amount specified on an Enrollment/Contribution Change form filed by the employee with his/her individual employer not to exceed the Internal Revenue Code Section 402(g) limit. The contribution amounts, which are voluntarily deferred from wages and the frequency of change of the deferral, will be governed by the various Plan documents of the Northern California Carpenters 401(k) Trust Fund.

Only those employees covered by this Agreement that are eligible to receive Annuity Fund contributions are eligible to participate in the 401(k) Plan. Individual employers, supervisors and safety directors covered by Article 3 (Recognition) of this Agreement are eligible to participate in the 401(k) Plan provided those individuals are current participants in the Annuity Plan and provided that Annuity contributions are remitted for all corresponding periods in which 401(k) contributions are made on behalf of the individual employers, supervisors or safety directors.

Each contributing individual employer agrees to be bound to that certain Trust Agreement establishing the Fund dated August 1, 2008, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

The individual employer subject to this Agreement further agrees that he/she does irrevocably designate and appoint the employer members of said Trust Funds and Plans as his/her attorneys in fact for the

selection, removal and substitution of Trustees or Board members as provided in the Trust Agreements or Plans and as may be hereafter provided by or pursuant to said Trust Agreements or Plans.

This Agreement shall waive any and all provisions of the Healthy Workplaces Healthy Families Act of 2014, San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, the City of Emeryville Ordinance No. 15-004, Municipal Code Title 5, Chapter 37, City of Oakland Measure FF and Municipal Code Article 5.92.030 and the City of Berkeley Paid Sick Leave Ordinance, adding Municipal Code Chapter 13.100, and shall supersede and be considered to have fulfilled all requirements of said Ordinances/Codes as presently written and/or amended during the life of this Agreement.

In addition, to the fullest extent permitted by law, this waiver shall apply to any other federal, state, city, county, or other local ordinance requiring mandatory paid sick leave that is currently in effect or may be adopted during the term of this Agreement.

If any federal, state, city, county, or other local ordinance requiring mandatory compensated time off other than Paid Sick Leave is enacted during the term of this Agreement, then the Union and the Employer agree to meet and confer within thirty (30) business days.

This Agreement shall waive the San Francisco Paid Parental Leave Ordinance, San Francisco Police Code Article 33H (Section 3300H.1 through 3300H.14), the San Francisco Family Friendly Workplace Ordinance, the Berkeley Family Friendly and Environment Friendly Workplace Ordinance (Berkeley Municipal Code, Chapter 13.101) and the City of San Jose's Opportunity to Work Ordinance.

In addition, this waiver shall apply to any other federal, state, city, county, or other local laws or ordinances containing requirements to allow paid parental leave similar to those requirements found in the San Francisco Paid Parental Leave Ordinance, laws or ordinances containing requirements to allow employees to request flexible or predictable working arrangements similar to those found in the Berkeley Family Friendly and Environment Friendly Workplace Ordinance and laws or ordinances containing

requirements to offer additional work hours to part-time employees before hiring new employees similar to those found in the San Jose Opportunity to Work Ordinance that is currently in effect or may be adopted during the term of this Agreement.

Any disputes concerning the validity of these waivers shall be subject solely and exclusively to the grievance procedures set forth in this Agreement.

**ARTICLE 16**  
**WESTERN STATES DRYWALL/LATHING**  
**INDUSTRY LABOR-MANAGEMENT**  
**COOPERATION COMMITTEE, INC.**

- (1) Each individual employer shall contribute for each hour paid for or worked by employees performing work covered by this Agreement to the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., on behalf of the Northern Division of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., (hereinafter referred to as the Northern Division). Such contributing employer agrees to be bound by all of the provisions of the Articles of Incorporation dated November 18, 1983, establishing the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., and the Bylaws of the Corporation dated December 7, 1983, and amended as such may from time to time be amended or supplemented.
- (2) The Northern Division shall endeavor to employ persons in the capacity of field investigators who have extensive knowledge in the scope of work covered by this Agreement. Such field investigators shall be authorized and shall be provided with special credentials authorizing them to visit and/or investigate any job site within the coverage of this Agreement and gather information from any employee, individual employer, Union representative, or employer association, or representative covered by this Agreement.

The field investigators shall assist in the enforcement of the job registration requirements including the verification of registered and non-registered job sites with footage and man hour estimates in

connection therewith. Field investigators of the Corporation shall also investigate complaints arising in connection with the Incentive Pay Provisions of this Agreement and report such complaints to the Corporation.

- (3) The Northern Division is authorized to assist the Union and WACA in any program or programs instituted by those organizations similar to the purposes and objectives of the Corporation. Further, the Corporation shall be authorized to cooperate with and exchange information with other construction industry craft programs whose purposes and objectives are similar to those specified therein.
- (4) In addition to the above specified areas of responsibility, the Northern Division Field Investigators shall record any evidence of alleged violations discovered as set forth in subsection (2) of this Article. Such evidence of violation shall immediately be forwarded in writing to the appropriate parties of this Agreement. The Northern Division shall file charges with the Joint Adjustment Board of Northern California in connection with the evidence of alleged violations of the Agreement with respect to job registration requirements, reporting of hours, payment of proper wages and Trust Fund contributions, and Grievance Obligation Trust Fund requirements.

## **ARTICLE 17**

### **AUDIT AND CONTRACT ENFORCEMENT**

- (1) Each individual employer shall maintain and make available upon written request by the Northern Division of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., to auditors designated by said Corporation all records of all firms believed to be compensating Drywall employees covered by this Agreement in which he/she has a financial interest. Said auditors shall be permitted to review and copy any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such individual employer during business hours at a reasonable time or times to examine and copy such books, records, papers, or reports of such individual employer as may be necessary to determine

whether or not the individual employer is making full and prompt payment of all sums required by this Agreement. Said records shall include, but not necessarily be limited to, all job cost records, general check register and check stubs, bank statements and canceled checks, general ledger, worker compensation insurance reports, financial statements, business income tax returns, employer time cards, payroll journals, individual earning records for all employees, forms W-2 and 1099 remitted to the U.S. Government, health and welfare and pension reports for all other trades, cash receipts journal, copies of all contracts, and all material invoices.

- (2) In case an individual employer audited by the Northern Division is found to have materially breached the Agreement in the amount or manner of making contributions to the Trust Funds required under this Agreement, such individual employer shall be liable for the expense of such audit, all expenses of collection as well as reasonable attorney's fees, in addition to any other liabilities and expenses set forth under this Agreement, or the Agreement and Declaration of Trusts establishing the fringe benefit procedures and obligations herein.
- (3) In case an individual employer fails or refuses to submit to audit or fails or refuses to confirm an audit appointment within seven (7) days following demand, the Northern Division or any of the parties hereto may file an action to compel audit entry without regard to the grievance and arbitration procedures set forth in Article 9 (Grievance Procedure) of this Agreement. Any action to secure compliance with the provisions of this Article, or to secure audit entry in order to perform such audits as may be required or requested pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction located in the City and County of San Francisco, and each party to such action expressly waives any right to change venue of such action to any other county or any other place. If any individual employer refuses entry as required by this Agreement, and if an action is filed to compel audit entry, the individual employer shall be required to pay reasonable attorney's fees and costs incurred by such failure in addition to any other relief which may be ordered by a court of competent jurisdiction.

- (4) In addition, the Union shall have the right to withdraw employees and refuse to dispatch workers to any individual employer who refuses audit entry within seven (7) calendar days or who refuses to make available relevant records necessary for the completion of the audit.
- (5) The Northern Division shall submit evidence of any alleged violation of this Agreement to the Wall and Ceiling Alliance and the Carpenters 46 Northern California Counties Conference Board. The Northern Division shall then submit the matter to the Joint Adjustment Board for adjudication as though the complaint or grievance were filed by a Local Union, an individual employer, or an individual worker.
- (6) In case the auditors designated by the Corporation conduct an audit and determine that an employer has violated the provisions of this Agreement for hours worked (or paid for) in that the gross compensation, including any remuneration or compensation not required or permitted by this Agreement divided by hours reported exceeds the employee's base rate plus one dollar (\$1.00) per hour or if adequate records are not made available to allow the auditor to make his/her determination in that regard or if hours worked for each payroll period are not recorded on payroll records, then the auditors shall calculate or estimate gross compensation not permitted in this Agreement from whatever information is available. This amount determined to be the gross compensation, when divided by the appropriate hourly wage, exclusive of vacation and other fringe benefits, and then multiplied by the appropriate hourly fringe benefit contribution rate according to this Agreement, shall be considered due to the respective Trust Funds.

The failure to register footage on jobs as required by Article 12 (Job Registration) of this Agreement and/or the failure to report accurately all hours worked in a given period to the respective Trust Funds and/or to pay fully the required amounts to said Trust Funds as required by Article 15 (Trust Funds) and Article 19 (Wall and Ceiling Alliance Industry Promotion/Contract Administration Program) of this Agreement shall constitute prima facie evidence of intent to violate this Agreement and shall require the auditors to apply the above-stated formula to determine the amount due the respective Trust

Funds. The amount determined to be due by the application of the above formula shall be paid by the individual employer to the respective Trust Funds unless challenged through the grievance procedure within ten (10) days from the date of receipt of the demand for payment. If the individual employer fails to pay the said amount and if a grievance is filed, the Joint Adjustment Board or Arbitrator shall be authorized to assess damages in addition to any other remedies deemed appropriate by the Joint Adjustment Board or the Arbitrator.

- (7) The failure to register and/or accurately report hours on jobs as required by this Agreement shall entitle all of the Trusts to assess fringe benefits based upon the reports of the Northern Division field personnel as to their estimate of the hours that should have been paid on the particular job or jobs. Such estimates shall be conclusive evidence of the amount due and owing unless the estimate is found by the Joint Adjustment Board and/or the Arbitrator to be arbitrary and capricious.

## **ARTICLE 18 NO DOCUMENT SIGNING**

No employee or applicant for employment will be required as a condition of employment or continued employment to sign any document not required by law.

## **ARTICLE 19 WALL AND CEILING ALLIANCE INDUSTRY PROMOTION/CONTRACT ADMINISTRATION PROGRAM**

The Employers have established an Industry Promotion/Contract Administration Program within the Wall and Ceiling Alliance to promote the use of industry products and systems and to seek ways to benefit and enhance the industry. Each signatory employer agrees to contribute to the Wall and Ceiling Alliance, a business league organized under Section 501(c)(6) of the Internal Revenue Code, an amount per hour worked by each employee as determined by the Wall and Ceiling Alliance. Effective July 1, 2021, the contribution shall be an amount equal to one percent (1%) of the total

hourly taxable gross (Wage, Vacation and Work Fee) of the highest drywall/lather journeyman classification as defined in Area 1 in this Agreement in effect on July 1, 2021 or to be in effect July 1, of each succeeding year, to be effective July 1, of such succeeding year. By execution of this Agreement, the individual employer agrees to be bound by the decisions of the Wall and Ceiling Alliance with regards to the Industry Promotion/Contract Administration Program. The Union is neither party to nor plays any role in the establishment, maintenance or administration of the Industry Promotion/Contract Administration Program. Upon request, Wall and Ceiling Alliance representatives agree to meet with authorized officials of the Union for the purpose of reporting and discussing the activities of the Industry Promotion/Contract Administration Program to ensure that the Industry Promotion/Contract Administration Program is being operated in accordance with the principles for which it has been established.

## **ARTICLE 20**

### **GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that, if and when any provision of this Agreement is held or determined to be illegal or void, they will then properly enter into lawful negotiations concerning the substance of any such provision.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with federal and state law. Its interpretations and the interpretation of each of the provisions of this Agreement are therefore intended to apply no broader than that permitted by law.



## **ARTICLE 21**

### **WORK DAY**

Eight (8) hours worked between 6:00 a.m. and 5:00 p.m. shall constitute a regular day's work. All other hours worked shall be governed by Article 24 (Overtime).

Once the regular work day is established, it shall be for no less than five (5) consecutive regular work days and may be changed only by written notification from the individual employer to the appropriate District Office of the NCCRC.

The established regular work day may only be changed upon written notification from the individual employer to the appropriate District Office of the NCCRC and shall be for no less than five (5) consecutive days. The newly established work day is contingent upon written approval of the appropriate district office of the NCCRC.

Every individual employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an individual employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the work day. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked or major fraction thereof. Rest periods shall take place at individual employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or the process of work. However, the individual employer shall make-up the missed rest period within the same work day or compensate the employee for ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

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.

If an individual employer fails to provide an employee a rest period in accordance with the applicable provisions of this Article, the individual employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation (excluding fringe benefits) for each work day that the rest period was not provided. The rest period provisions of this Agreement will be interpreted consistently with the rest period requirements of Industrial Welfare Commission Wage Order 16.

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 heat illness shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling and provided for a period of no less than five (5) 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 Article, the individual employer shall pay the employee one (1) 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 Article.

There shall be established a meal period that is no more than five (5) hours after the beginning of the shift (and a second meal period no later than five (5) hours after the first meal period concludes). All time in excess of said hours shall be paid at the applicable overtime rate until the meal period is provided (such pay shall be computed by the hour and half-hour).

All work shall be computed by the day and half day as follows: Employees who start the regular work day or shift shall receive four (4) hours pay or pay for actual hours worked, whichever is greater, regardless of the reason for the inability to complete the regular work day or shift. If he/she voluntarily quits, the employee shall receive pay only for actual hours worked.

A drywall/lather shall be entitled to pick-up time, which shall be ample time, but not be less than five (5) minutes at the end of each work day. The particular amount of such pick-up time shall be dependent upon accessibility to the area to which the employee is assigned. The amount of pick-up time shall be determined by mutual agreement at a jobsite conference between representatives of the individual employer and the Union.

## **ARTICLE 22**

### **WORK WEEK**

The regular work week shall consist of forty (40) hours of work Monday through Friday.

In the event that work cannot be performed Monday through Friday or Tuesday through Friday (4x10 work week) because of inclement weather or major mechanical breakdown, employees may voluntarily make-up such day on Saturday and shall be paid at the applicable straight time rate. In the event that work cannot be performed Monday through Thursday (4x10 work week) because of inclement weather or major mechanical breakdown, employees may voluntarily make-up such day on Friday and shall be paid at the applicable straight time rate.

As a courtesy, the individual employer shall advise the appropriate District Office of the NCCRC whenever it intends to implement the Saturday (or Friday for a 4x10 Monday through Thursday work week) make-up day. (The NCCRC District Office phone numbers are as follows: Northern (916) 641-1041, Southern (408) 445-3000, and Central (510) 568-4788).

Four (4) by Ten (10) Work Week (4x10): An individual employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours, Monday through Thursday or Tuesday through Friday, provided the appropriate District Office of the NCCRC is notified in advance. Applicable overtime rates shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. After twelve (12) hours, double time shall be paid. In the event two (2) shifts are employed, nine and one half (9½) consecutive hours' work, (on the 2nd shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4x10 work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

## **ARTICLE 23 HOLIDAYS**

The following are nationally recognized holidays covered by this Agreement: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

In honor of those who have served in the Armed Forces of the United States of America, honorably discharged, reserve and active duty members of our Armed Forces shall be permitted by the individual employer to observe Veterans Day, November 11<sup>th</sup>. Upon request of the individual employer, members shall provide proof of military service. Veterans choosing to work on Veterans Day shall be compensated at the appropriate straight time and daily overtime rates.

The following four (4) days of each year are designated off/collectively bargained holidays:

2022: Friday, January 14<sup>th</sup>; Friday, February 18<sup>th</sup>;  
Friday, May 27<sup>th</sup>; Friday, September 2<sup>nd</sup>;

2023: Friday, February 17<sup>th</sup>; Friday, May 26<sup>th</sup>;  
Monday, July 3<sup>rd</sup>; Friday, September 1<sup>st</sup>;

2024: Friday, February 16<sup>th</sup>; Friday, May 24<sup>th</sup>;  
Friday, July 5<sup>th</sup>; Friday, August 30<sup>th</sup>;

2025: Friday, January 17<sup>th</sup>; Friday, May 23<sup>rd</sup>;  
Friday, August 29<sup>th</sup>; Friday, December 26<sup>th</sup>;

2026: Friday, January 2<sup>nd</sup>; Friday, February 13<sup>th</sup>;  
Friday, May 22<sup>nd</sup>; Friday, September 4<sup>th</sup>;

2027: Friday, January 15<sup>th</sup>; Friday, May 28<sup>th</sup>;  
Friday, September 3<sup>rd</sup>; Friday, November 12<sup>th</sup>.

The four designated off/collectively bargained holidays shall be governed by Article 24 (Overtime).

## **ARTICLE 24**

### **OVERTIME**

Overtime shall not be worked unless an emergency exists and unless the individual employer obtains an overtime work permit from the Union having jurisdiction over such work. Overtime permits must be posted on the job in advance of beginning work on an overtime basis.

A verbal overtime permit, followed by a fax or email to the Field Representative that issued the verbal permit, will be allowed when time will not permit an individual employer or his/her Field Representative to pick up an overtime permit from the Union Hall.

On all work covered by this Agreement, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) work day, shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on designated off/collectively bargained holidays and/or Saturdays. All other time shall be paid at double the straight time rate.

All time worked on Saturday, Sunday, and holidays shall require a written permit from the Union to be posted on the job and shall only be issued for a minimum of eight (8) hours work, and shall be paid at the applicable overtime rate.

## **ARTICLE 25**

### **SHIFT WORK**

Shift work can only be established upon prior notice from the individual employer to the Union and shall be performed as follows:

Except as provided below, where multiple shifts are worked, if the individual employer elects to work the day shift between the hours of 6:00 a.m. and 5:00 p.m., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second shift shall work seven and one-half (7½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shifts shall be established or started for less than three (3) consecutive work days. Multiple shifts shall be consecutive.

On tenant improvement or renovation projects in occupied buildings with a total contract value of five (5) million dollars or less, the individual employer may perform multiple shift operations on the basis of eight (8) hours pay for eight (8) hours worked on all shifts at the regular straight time rate.

Overtime rates shall be paid for all hours worked on the second or third shift if less than three (3) consecutive days are worked. The provisions of this Article with regard to rates of pay for shift work shall apply solely to the portion of the job which requires shift operations.

When it is a condition of securing the work, a special single shift may be established that will be for no less than three (3) consecutive days, for off hours between Monday and Friday, and will allow for eight (8) hours pay for eight (8) hours work. Work in excess of eight (8) hours per day shall be subject to the overtime provisions of this Agreement.

All work in excess of eight (8) hours on Saturday and all work on Sundays and holidays shall be double time.

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contributions shall be computed at the rate of time and one-half or double the required rate of payments or contributions per

hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing overtime either under this Agreement, the Fair Labor Standards Act, the Walsh-Healy Act, or any other law.

On shift work (a) workers working a shift who come off work on Saturday morning at 8:00 a.m. are to be considered working Friday; (b) workers working a shift who come off work on Sunday morning at 8:00 a.m. are to be considered working Saturday; and (c) workers working a shift who come off work on a Monday morning at 8:00 a.m. are to be considered working Sunday.

All regularly scheduled shift work performed on Saturday, Sunday, and holidays shall be in accordance with the overtime rates herein specified. All such work shall be performed under the terms and conditions of Article 25 (Shift Work) as to hours worked and rate of pay.

## **ARTICLE 26**

### **SHOW UP TIME**

#### **TERMINATION PAY AND DISCHARGE**

Other than on the first day of dispatch, in which case two (2) hours shall apply, workers who report for work for whom no employment is provided shall be entitled to four (4) hours pay, except where inclement weather conditions beyond the control of the individual employer prevents employment. Payments or contributions to each of the Trust Funds provided for in this Agreement shall be made with respect to payments required by this Article.

Except as hereinafter provided, carpenters or lathers who start work, but are discharged between the hours of 8:00 a.m. and 12:00 noon, shall receive four (4) hours pay. Carpenters or lathers starting work at 8:00 a.m. who are discharged between the hours of 12:00 noon and 4:30 p.m. shall receive pay only for hours worked.

Employees discharged on the first day of employment for inefficiency, insubordination, or intoxication, or for being under the influence of drugs, or willful disregard of safety rules shall receive pay only for hours worked. Employees who voluntarily quit shall receive pay only for the hours worked.

**DISCHARGED EMPLOYEE:** Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular work day to assemble their tools in addition to the normal pick-up time prevailing on the job.

After forty (40) hours of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to Article 9 (Grievance Procedure), the grievance and arbitration provision of this Agreement. The individual employer during the first forty (40) hours of employment may reject or discharge any employee for any reason. Discharge for cause shall be in writing to the employee.

These employees laid off or discharged shall be paid in full at the time of layoff or discharge. The employee shall collect waiting time from the time of layoff or discharge until all monies due are collected. (For matters of computation, his/her pay status shall continue for each calendar day until pay is received; provided, however, that not more than eight (8) hours pay shall be charged for any calendar day. Waiting time shall not exceed five (5) calendar days.) This Article does not preclude the right of any person to seek any legal remedy available.

Any employee under normal circumstances except as otherwise provided herein shall be required to put in a full eight (8) hour day unless laid off or told to leave the job by his/her employer, in which case he/she shall be paid in accordance with this Article.

## **ARTICLE 27 PAYMENT OF WAGES**

All wages due workers must be paid weekly on the designated day by the individual employer on the job site prior to the end of the shift. Each worker shall be furnished with a detachable check stub showing the individual employer's name and address, the worker's name and/or the last four digits of the Social Security number, total straight time hours, total overtime hours, total expense reimbursements, the payroll period for which the check is applicable, and all deductions. The individual employer shall maintain an adequate time record identifying the individual worker and setting forth a daily record of hours worked by each such worker. The worker will not



be required to sign a waiver of lien to receive his/her current wages. Except for delays in delivery of paychecks beyond the control of the individual employer, a worker not receiving wages on a designated pay day shall receive straight time wages for waiting time for all days at eight (8) hours per day regardless of the day of the week in addition to his/her regular wages for hours worked. No workers or applicants for employment shall be required to sign or fill out any form, document, or questionnaire pertaining to medical history or medical condition as a condition of obtaining or retaining employment. Employees that are required to drive a company vehicle may be requested to provide a driving record as a condition of obtaining or retaining employment. Employees that are required to drive a company vehicle may be required to provide a driving record as a condition of obtaining or retaining employment.

After the first known payroll check has not properly cleared the bank, the Union may demand that all future payments of wages shall be made by certified check or cash. In either case, the accompanying payroll records shall be included. The Union has the obligation to notify the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., or its successor, as well as all other Trust Funds of the names of any individual employer whose payroll checks are not honored by his/her bank.

An individual employer may pay employees utilizing direct deposit, as provided under California law. Payment by direct deposit shall be at the employee's option and not as a condition of employment. Late deposits shall be subject to the provisions of this Article. Final compensation shall be paid by payroll debit card or check.

Good cause appearing, a Union representative or his/her agent shall have the right to examine the payroll records of an employer on reasonable notice for the purpose of investigating compliance with the terms of this Agreement.

## **ARTICLE 28**

### **PARKING**

In the event free parking facilities are not available within one thousand three hundred twenty feet (1,320') (measured by the most direct route on a dedicated vehicular public thoroughfare) of a job site, the

individual employer will provide such facilities and the individual employer shall have the right to designate parking areas to be used within two thousand six hundred forty feet (2,640'). Where, because of congested parking conditions, it is necessary to use public facilities, the individual employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier. Designated parking area shall be drained and hard surface.

**ARTICLE 29**  
**TOOLS AND EQUIPMENT**

Employees shall furnish their own hand tools but shall not furnish, rent, or lease: ladders, scaffolds, power cords, power boxes, electric or battery powered drills or screw guns, roto-zips or routers, lasers of any kind, automotive equipment to be used for the purpose of hauling or delivering individual employer's material or equipment, or any kind of power operated, including battery, pneumatic or fuel powered equipment, machines or tools. The individual employer shall furnish screw gun tips and shafts as well as bits for routers. Each employee shall arrive on the job with hand tools in proper condition.

Where five (5) or more drywall/lathers are employed on any one (1) jobsite, the individual employer shall provide a reasonably secure place for his/her employees to keep their tools. If any individual employee's working tools are lost by reason of fire or theft while in the individual employer's care, the individual employer shall reimburse the employee for such loss up to a maximum of one thousand dollars (\$1,000). Within two (2) working days from the date of the claim for loss of tools as provided herein, the individual employer shall acknowledge liability therefore or reject the claim.

Failure on the part of the individual employer to comply with the provisions hereof shall be referred to the Joint Adjustment Board.

Employee's vehicles shall not be used for transportation of materials or tools owned by or subject to the control of the individual employer exceeding one hundred (100) pounds.

## **ARTICLE 30**

### **TRAVEL AND SUBSISTENCE**

1.A. On all work covered by this Agreement, as described in this Article, the following shall apply to public projects advertised and private projects bid or negotiated prior to September 1, 2022. In addition, for public projects advertised and private projects bid or negotiated on or after September 1, 2022, the following shall apply through June 30, 2023:

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

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

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

(c) The area known as Geysers is a subsistence zone.

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

1.B. On all work covered by this Agreement, as described in this Article, the following shall apply, effective July 1, 2023, for public projects advertised and private projects bid or negotiated on or after September 1, 2022:

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

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

- (b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1.B.(a), subsistence shall be paid at the rate of seventy-five dollars (\$75.00) per day. The individual employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.
  - (c) The area known as Geysers is a subsistence zone.
  - (d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.
2. Exemption to the requirement for payment of subsistence: The individual employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:
- (a) At the individual employer's permanent yard;
  - (b) At the individual employer's permanent shop;
  - (c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;
  - (d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area. This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.
3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.

4. The individual employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.
5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the job site.
6. If an employee is transported by the individual employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the individual employer's time, he/she shall not receive subsistence.
7. Both parties agree to meet and confer relative to subsistence where extremely adverse conditions exist with respect to job site access. Any employee may refuse, without penalty, work requiring an overnight stay.

### **ARTICLE 31**

#### **SAFETY**

The Union shall cooperate (1) with the individual employer and with each other in carrying out all of the individual employer's safety measures and practices for accident prevention and (2) employees shall perform their duties in each operation in such a manner so as to promote efficient operation of each particular duty and of any job as a whole. The Union and the individual employer recognize that drug and alcohol abuse creates an unsafe and inefficient work place. The parties have adopted the Carpenters 46 Northern California Counties Uniform Substance Abuse Policy which has been and is currently available to individual employers through application to the Carpenters Work Preservation Committee per Article 36 of this Agreement, original version adopted by the Parties October 7, 1993 which has since been periodically amended. The individual employer must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

All federal and state safety rules, regulations, orders and decisions shall be binding upon the individual employers and their employees and shall be applied to all work covered by this Agreement.

The individual employer shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Union or the NCCRC is responsible for such implementation or maintenance. All safety equipment required by state or federal regulations, including hard hats, shall be provided and maintained by the individual employer without cost to his/her employees. Upon termination, the employee shall return such equipment to the individual employer.

## **ARTICLE 32 STOCKING, SCRAPPING AND CLEAN-UP**

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

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

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

50% of Journeyman rate plus Health and Welfare, Vacation/Holiday/Sick Leave, Pension, Vacation/Holiday/Sick Leave Admin., and Work Fee contributions only.

Senior Stocker-Scrapper: The rate for a stocker-scrapper who has been employed for 2000 hours (consecutively or cumulatively) shall become 50% of Journeyman rate plus Health and Welfare, Vacation/Holiday/Sick Leave, Pension, Vacation/Holiday/Sick Leave Admin., Work Fee, and Annuity.

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

at job sites. Stocker-scrappers shall at no time wear or use any tools of the trade including, but not limited to, tool belts, pouches, screw guns, snips of any kind, saws of any kind, routers, power actuated tools, drywall knives, t-squares, plumb bobs, chalk lines, hammers, hatchets, or measuring tapes. The only exception to the use of a tool would be the use of a knife, snips, or nippers to facilitate the opening of bundles or cartons of materials to be placed on the job site. They shall not do any type of construction work that is traditionally done by drywall/lathers and/or apprentice drywall/lathers.

Any employee transferring from the stocker-scrapper and clean-up classification into the Drywall/Lathing Apprenticeship Program as described in Article 13 (Drywall and Lathing Apprentice Program) of this Agreement shall not suffer a loss of any wages or fringe benefits in the transfer. In addition, the applicable stocker-scrapper annual pension contribution increases shall apply to said transferees until they reach Fifth Period of the Drywall/Lather Apprenticeship Program.

### **ARTICLE 33 WAGE AND FRINGE BENEFIT RATES**

The following shall be the classification and minimum hourly rates during the term of this Agreement for the effective dates noted and in the areas listed.

#### **Area 1:**

Counties of: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma

Effective:	7-01-22
Journeyman	\$57.10
Stocker-Scrapper 50%	\$28.56

#### **Area 2:**

Counties of: Monterey, San Benito and Santa Cruz

Effective:	7-01-22
Journeyman	\$51.22
Stocker-Scrapper 50%	\$25.62

**Area 3:**

Counties of: Sacramento, Yolo, San Joaquin, Western Placer\*\* and Western El Dorado\*\*

Effective:	7-01-22
Journeyman	\$51.72
Stocker-Scrapper 50%	\$25.87

**Area 4:**

Counties of: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado\*\*, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer\*\*, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba

Effective:	7-01-22
Journeyman	\$50.37
Stocker-Scrapper 50%	\$25.20

\*\* Western Placer County includes territory West of and including Highway 49. Western El Dorado County includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

**Fringe Benefit Hourly Rates – Entire 46 Counties Area  
(July 1, 2022 through June 30, 2023)**

Effective Date:	7/1/2022
Health & Welfare	\$12.10
Pension	11.10
Annuity	3.05
Vacation/Holiday/Sick Leave	2.95
Work Fee	2.29
Apprentice/Journeyman Training	1.07
Vacation/Holiday/Sick Leave Admin.	0.10
Industry Promotion	0.62
Carpenters International Training Fund	0.10
Contract Work Preservation	0.05
Western States Drywall/Lathing Industry Labor-Management Cooperation Committee	0.28
Stocker-Scrapper Pension	1.65
Senior Stocker-Scrapper Pension	3.33
Stocker-Scrapper Work Fee	2.24
Senior Stocker-Scrapper Work Fee	2.24



**Future Wage and/or Fringe Benefit Considerations:  
(2023-2027)**

Effective **July 1, 2023**, a **\$4.63** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

- \$3.29 to be allocated to Wages
- \$0.39 to be allocated to Health and Welfare\*\*
- \$0.15 to be allocated to Pension\*
- \$0.23 to be allocated to Vacation/Holiday/Sick Leave Trust
- \$0.06 to be allocated to Training
- \$0.33 to be allocated to Annuity
- \$0.03 to be allocated to Carpenters International Training Fund
- \$0.11 to be allocated to Work Fee
- \$0.04 to be allocated to Industry Promotion

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise, allocated to Pension.

Effective **July 1, 2024**, a **\$4.86** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

- \$3.62 to be allocated to Wages
- \$0.38 to be allocated to Health and Welfare\*\*
- \$0.15 to be allocated to Pension\*
- \$0.19 to be allocated to Vacation/Holiday/Sick Leave Trust
- \$0.07 to be allocated to Training
- \$0.28 to be allocated to Annuity
- \$0.01 to be allocated to Carpenters International Training Fund
- \$0.12 to be allocated to Work Fee
- \$0.04 to be allocated to Industry Promotion

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise, allocated to Pension.

Effective **July 1, 2025**, a **\$5.11** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

- \$3.75 to be allocated to Wages
- \$0.25 to be allocated to Health and Welfare\*\*
- \$0.15 to be allocated to Pension\*
- \$0.31 to be allocated to Vacation/Holiday/Sick Leave Trust

\$0.05 to be allocated to Training  
\$0.42 to be allocated to Annuity  
\$0.01 to be allocated to Carpenters International  
Training Fund  
\$0.13 to be allocated to Work Fee  
\$0.04 to be allocated to Industry Promotion

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise, allocated to Pension.

Effective **July 1, 2026, a \$5.37** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

\$4.00 to be allocated to Wages  
\$0.25 to be allocated to Health and Welfare\*\*  
\$0.15 to be allocated to Pension\*  
\$0.32 to be allocated to Vacation/Holiday/Sick Leave  
Trust  
\$0.05 to be allocated to Training  
\$0.42 to be allocated to Annuity  
\$0.13 to be allocated to Work Fee  
\$0.05 to be allocated to Industry Promotion

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise allocated to Pension.

If an early extended Agreement is negotiated prior to July 1, 2026, individual employers who do not extend said Agreement shall be subject to an additional \$1.00 per hour increase to be allocated to Pension\*.

The Union reserves the right to allocate wages and future benefit amounts during the term of the Agreement.

\* *Negotiated pension increases are intended as an enhancement to the Pension Rehabilitation Plan and will not result in additional pension benefit accruals.*

Work Fee shall be calculated as per Section 43-A of the Carpenters Master Agreement for Northern California, and the terms of Section 43-A are incorporated herein.

Foreman: If the individual employer determines to use any foreman, they shall be paid ten percent (10%) above the appropriate journeyman's wage rate. The individual employer shall have the input to determine in his/her sole and unlimited discretion the need for any number of foremen.

**GENERAL FOREMAN:** The rate for general foreman shall be twenty percent (20%) above the straight time rate for foreman. Whether an employee shall be designated general foreman, the person who shall be so designated and the specific assignment for such person shall be within the sole and exclusive judgement of the individual employer and such determination to appoint a general foreman, or not to do so, shall not be subject to the Grievance Procedure (Article 9) of this Agreement.

## **Wage and Fringe Benefit Rates for Stocker-Scrapper and Senior Stocker-Scrapper**

### **Stocker-Scrapper:**

Effective **July 1, 2023**, a **\$2.53** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

\$1.65 to Wages

\$0.15 to Pension\*

\$0.39 to Health & Welfare\*\*

\$0.23 to Vacation/Holiday/Sick Leave Trust

\$0.11 to Work Fee

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise allocated to Pension.

Effective **July 1, 2024**, a **\$2.65** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

\$1.81 to Wages

\$0.15 to Pension\*

\$0.38 to Health & Welfare\*\*

\$0.19 to Vacation/Holiday/Sick Leave Trust

\$0.12 to Work Fee

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise allocated to Pension.

Effective **July 1, 2025**, a **\$2.71** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

\$1.87 to Wages

\$0.15 to Pension\*

\$0.25 to Health & Welfare\*\*

\$0.31 to Vacation/Holiday/Sick Leave Trust

\$0.13 to Work Fee

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise allocated to Pension.

Effective **July 1, 2026, a \$2.85** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

\$2.00 to Wages

\$0.15 to Pension\*

\$0.25 to Health & Welfare\*\*

\$0.32 to Vacation/Holiday/Sick Leave Trust

\$0.13 to Work Fee

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise allocated to Pension.

The Union reserves the right to allocate wages and future benefit amounts during the term of the Agreement.

\* *Negotiated pension increases are intended as an enhancement to the Pension Rehabilitation Plan and will not result in additional pension benefit accruals.*

**Senior Stocker-Scrapper:**

Effective **July 1, 2023, a \$2.86** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

\$1.65 to Wages

\$0.15 to Pension\*

\$0.39 to Health & Welfare\*\*

\$0.23 to Vacation/Holiday/Sick Leave Trust

\$0.33 to Annuity

\$0.11 to Work Fee

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise allocated to Pension.

Effective **July 1, 2024, a \$2.93** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

\$1.81 to Wages

\$0.15 to Pension\*

\$0.38 to Health & Welfare\*\*

\$0.19 to Vacation/Holiday/Sick Leave Trust

\$0.28 to Annuity

\$0.12 to Work Fee

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise allocated to Pension.

Effective **July 1, 2025, a \$3.13** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

\$1.87 to Wages  
\$0.15 to Pension\*  
\$0.25 to Health & Welfare\*\*  
\$0.31 to Vacation/Holiday/Sick Leave Trust  
\$0.42 to Annuity  
\$0.13 to Work Fee

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise allocated to Pension.

Effective **July 1, 2026, a \$3.27** per hour increase in wages and fringe benefits to be allocated in all areas as follows:

\$2.00 to Wages  
\$0.15 to Pension\*  
\$0.25 to Health & Welfare\*\*  
\$0.32 to Vacation/Holiday/Sick Leave Trust  
\$0.42 to Annuity  
\$0.13 to Work Fee

\*\* If needed, as recommended by the Trustees, to maintain a minimum of 6 months of reserves. Otherwise allocated to Pension.

The Union reserves the right to reallocate wage and fringe benefit amounts during the term of the Agreement.

\* *Negotiated pension increases are intended as an enhancement to the Pension Rehabilitation Plan and will not result in additional pension benefit accruals.*

**ARTICLE 34**  
**DRYWALL/LATHER APPRENTICESHIP**  
**WAGE RATES & FRINGE BENEFITS**

Drywall and Lather Apprentices: A four (4) year apprenticeship program shall be established for the 46 Northern California Counties.

The wage rates for apprentices are the following percentages of the applicable Journeyman classification in the appropriate geographical area.

**First Period**

0 to 6 months ..... 60% Health & Welfare  
Work Fee  
Vacation/Holiday/Sick Leave Admin.  
Industry Promotion  
Carpenters International Training  
Fund  
Work Preservation  
Training

**Second Period**

7 to 12 months ... 65% Health & Welfare  
Work Fee  
Vacation/Holiday/Sick Leave Admin.  
Industry Promotion  
Carpenters International Training  
Fund  
Work Preservation  
Training  
Vacation/Holiday/Sick Leave

**Third Period**

13 to 18 months... 70% Health & Welfare  
Work Fee  
Vacation/Holiday/Sick Leave Admin.  
Industry Promotion  
Carpenters International Training  
Fund  
Work Preservation  
Training  
Vacation/Holiday/Sick Leave  
Annuity

**Fourth Period**

19 to 24 months... 75% Health & Welfare  
Work Fee  
Vacation/Holiday/Sick Leave  
Admin.  
Industry Promotion  
Carpenters International Training  
Fund  
Work Preservation  
Training  
Vacation/Holiday/Sick Leave  
Annuity

**Fifth Period**

25 to 30 months.. 80% Full Fringes

**Sixth Period**

31 to 36 months.. 85% Full Fringes

### Seventh Period

37 to 42 months..90% Full Fringes

### Eighth Period

43 to 48 months..95% Full Fringes

Apprentices are to be paid by the hourly rate only. Individual employers paying apprentices by any form of piece rates will be in violation of this Agreement.

An individual employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeymen regularly employed by him/her and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him/her. The first apprentice may not be employed until at least two (2) journeymen are regularly employed by the individual employer. Subject to applicable law, the parties shall use their best efforts to employ apprentices.

## **ARTICLE 35 NAIL-ON LATHING ADDENDUM**

The parties acknowledge that "46 Counties Nail-On Lathing Addendum" previously negotiated and executed effective August 1, 1983, shall be incorporated herein by reference, and copies of said Addendum shall be made available to individual employers performing work covered by said Addendum.

The parties further agree that no signatory to the Northern California Interior-Exterior Drywall/Lathing Master Agreement or the "Nail-On Lathing Addendum" shall change the wages and terms of said Addendum without prior approval of the Carpenters 46 Northern California Counties Conference Board and the Wall and Ceiling Alliance.

## **ARTICLE 36 WORK PRESERVATION COMMITTEE**

The parties agree that all individual employers bound to this Agreement will have full access to the Carpenters Work Preservation Committee as established by the Carpenters 46 Northern California Counties Master Agreement. This Committee will review requests for

changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve such changes as it deems to be in the best interest of the parties of the Carpenters Master Agreement for Northern California.

All rules and procedures as defined in Section 2-A of the 46 Northern California Counties Carpenters Master Agreement, as established and/or amended by the Carpenters Work Preservation Committee, are binding upon each and every individual employer bound to this Agreement.

### **ARTICLE 37**

#### **TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from the 1st day of July, 2022 through the 30th day of June, 2027, and shall continue thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 30th of June, 2027, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th of June of any subsequent year in which the Master Agreement may terminate, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

Negotiations upon proposed modifications or amendments pursuant to proper notice shall begin, unless extended by mutual agreement, not later than May 15, 2027, or no later than May of any subsequent yearly period, and continue until agreement is reached.

All notices required to be given to the Union shall be addressed to it at 265 Hegenberger Road, Suite 220, Oakland, California 94621.

While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided above. Notice to the Employer shall be deemed notice to all individual employers.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent



with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

In WITNESS WHEREOF, the parties hereto have executed this document this \_\_\_\_\_ day of July, 2022, in Oakland, California.

CARPENTERS 46 NORTHERN CALIFORNIA  
COUNTIES CONFERENCE BOARD

On behalf of:  
Northern California Carpenters Regional Council  
(NCCRC) and it's affiliated Local Unions.

CARPENTERS 46 NORTHERN CALIFORNIA  
COUNTIES CONFERENCE BOARD

By \_\_\_\_\_  
Jay Bradshaw, Chairman

By \_\_\_\_\_  
Chris Pedroza, Executive Director

WALL AND CEILING ALLIANCE (WACA)

By \_\_\_\_\_  
Frank Nunes, CEO

By \_\_\_\_\_  
David Link, President

