

## MEMORANDUM OF AGREEMENT – CLEAN-UP AND SHOP PERSON

This Memorandum of Agreement ("Agreement" or "Memorandum of Agreement") is entered into by and between Wall and Ceiling Alliance, "WACA" or "Employer") and District Council 16 (hereinafter referred to as "DC16" or "Union") (collectively "Parties").

This Agreement can be amended or modified only by a written document that is negotiated and signed by the Union and the Wall and Ceiling Alliance. Notwithstanding any provision in the Northern California Painters Master Agreement or in any successor Collective Bargaining Agreement, neither the Wall and Ceiling Alliance nor any other multi-employer association or third party has the authority to amend or to modify this Memorandum of Agreement in any respect.

Any dispute concerning the interpretation, application or enforcement of the terms of this Memorandum of Agreement shall be resolved by Article 12 Grievance & Arbitration of the Northern California Drywall Finishers Master Agreement.

### **Clean-up Person Rate:**

- a) Clean-up Persons shall be paid an hourly Taxable Net Wage based upon forty percent (40%) of the Journeyman Drywall Finisher Taxable Net Wage plus full Health & Welfare and full Union Dues.
- b) Employees working under the terms of this Section shall be confined to performing work not normally performed by Journeyperson Drywall Finishers and/or Apprentices working under the terms of this Agreement.
- c) This classification shall be limited to clean-up, erection of interior OSHA approved scaffold, masking, warehouse work, truck and forklift driving and stocking of taping materials. Any phase of gypsum wallboard finishing is prohibited.
- d) If the Employer wishes to move an employee working under this Section to actual gypsum wallboard finishing as an Apprentice, the Employer shall have the employee make regular application to the Drywall Finishers Joint Apprenticeship and Training Committee and be covered under all the terms of the California State Apprenticeship Agreement. If an employee who is not eligible for apprenticeship is used in any manner other than as a clean-up person, he/she shall be paid Journeyperson Drywall Finisher wages including all fringe benefits.
- e) In no case shall Clean-up Person be allowed to work on prevailing wage projects.

### **Shop Person Rate:**

- a) Shop Persons shall be paid at thirty percent (30%) of the Journeyman's Taxable Net Wage plus full Health & Welfare and full Union Dues.
- b) There shall be permitted no more than one (1) shop person per Employer.
- c) Duties: truck repair and maintenance, tool repair and maintenance, transport materials to jobsite, an all-around gopher. Cannot perform any work covered under the scope of this Agreement.


**Travel Expense:**

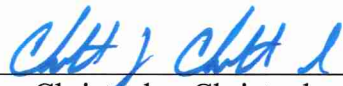
Travel is to be ran with Google Maps to be set to Depart at 3:00 a.m. for the purpose of determining the Travel Expense.

Entered into this on the 26 day of October, 2018

Wall and Ceiling Alliance

District Council 16, International Union  
of Painters and Allied Trades

By:   
Frank Nunes  
CEO

By:   
Christopher Christophersen  
Business Manager/Secretary Treasurer

Dated: 11.12.18

Dated: 10/26/2018