NORTHERN CALIFORNIA DRYWALL/LATHING MASTER AGREEMENT

between

NORTHERN CALIFORNIA DRYWALL CONTRACTORS ASSOCIATION

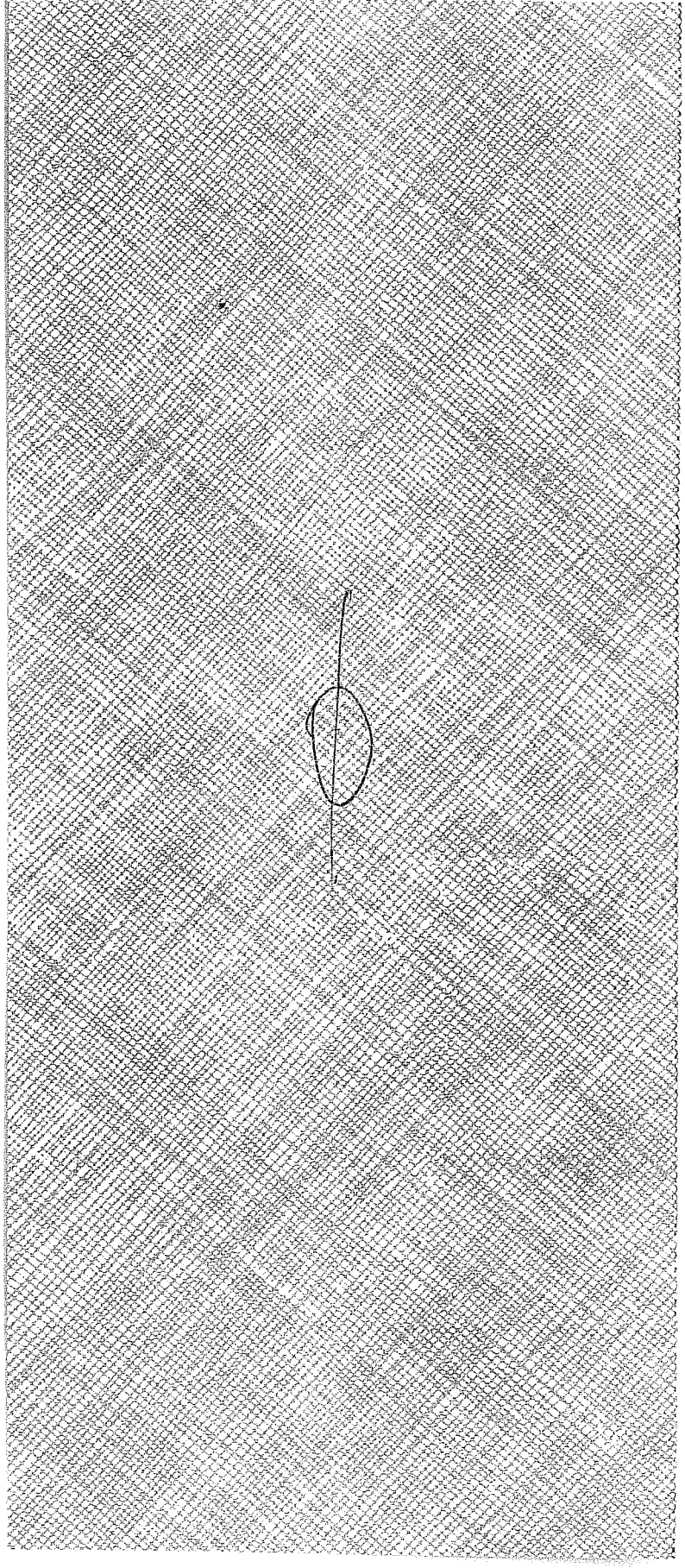
and

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

of the

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

December 1, 2003 to JULY 31, 2008



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2003-2008 Northern California Drywall/Lathing Master Agreement

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2003-2008
NORTHERN CALIFORNIA
DRYWALL/LATHING MASTER AGREEMENT

This Agreement, made and entered into this 1st day of December, 2003, by and between the NORTHERN CALIFORNIA DRYWALL CONTRACTORS ASSOCIATION (NCDCA) and its respective members, herein referred to collectively as the CONTRACTORS ASSOCIATION, 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, and is effective December 1, 2003.

WITNESSETH

WHEREAS, the Contractors are engaged in 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 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, the Association is the established and recognized representative of a majority of Drywall and Lathing Contractors 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 the association 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 Contractors; 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 Contractors 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 I
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, tackboard, 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 "Drivit" 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, metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

(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 metal lath, or rock 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 and 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 section 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, preformed in association with the removal of asbestos or other hazardous materials.

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 the Association and its members are signatory to a collective bargaining agreement with the painters covering drywall finishing work. The parties agree that Article I, F shall apply only to those signatory employers who are not signatory to a collective bargaining agreement with the painters covering the drywall finishing work as described in Article I, F of the agreement and who choose to assign that work to the painters. The Union agrees not to invoke or enforce Article I, F or to create any jurisdictional dispute concerning the work described in that section against any signatory employer that is also signatory to an agreement with the painters covering the drywall finishing work and who chooses to assign that work to the painters.

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) 12 Southern California Counties Carpenters Master 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 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 Twelve Southern California Counties must be performed under all the wages, fringes, and all other terms and conditions of the Southern California Drywall/Lathing Master Agreement for work performed in each such area.

ARTICLE 2
SUBCONTRACTING

(1) A signatory contractor may subcontract any work, including solely the furnishing of labor, covered by this Agreement to any person, firm or corporation who is properly licensed and signatory to this Agreement and agrees to comply with the provisions of this Agreement.

(2) 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.

(3) Notwithstanding any provisions of this Article, the contractor may subcontract stocking and scrapping to any contractor 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 Employer signatory to this Agreement shall not be held responsible for the labor affiliation of the stocking entity.

(4) Notwithstanding any provisions of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Section shall not be enforced by strike action or any other form of job shut-down 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.

ARTICLE 3
RECOGNITION

(1) The Contractors 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 through authorization cards that it has the support of the majority of the employees. The Association and individual employers have satisfied themselves that the Union in fact represents a majority of its craft employees performing work covered by this Agreement and that the Union is the collective bargaining representative within the meaning of Section 9 (a) of the National Labor Relations Act, as amended.

(2) No Contractor whether he 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 Contractor, shall be permitted to perform work covered by this Agreement, and work with the tools of the trade unless the contractor employs at least one (1) journeyman. In no event shall more than one (1) such contractor be

permitted to perform work covered by this Agreement by using the tools of the trade. Whenever such single contractor is permitted to use the tools of the trade, he shall be deemed an employee covered by all provisions of this Agreement, including but not limited to the provisions of Article 4 (Union Security).

(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 work in the Carpenters Health and Welfare Trust Fund for California and Carpenters Pension Trust Fund for Northern California on the basis of 145 hours per month in accordance with the schedule set forth in the Master Agreement, regardless of hours worked by any such employee in a month; 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 employ in that position.

(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 work into the Annuity Plans established by this Agreement on the basis of a minimum of 145 hours per month, in accordance with the schedules set forth in the Agreement, regardless of hours worked by any such employee in the month; 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 employ in that position.

(c) Should a supervisor and/or Safety Director cease to function in either or both positions and return to working with his tools for the same contractor, 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 (as in (a) and (b) above) by paying contributions on the basis of 145 hours per month, in accordance with the hourly rates set forth in this Master Agreement, regardless of the number of hours worked by any such individual in a month, provided that such individual is performing work within the 46 Northern California Counties area and that, if not an owner or partner, would be working as a journeyman carpenter 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 within the 46 Counties area in the capacity of an owner or partner. 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.

(4) The Union hereby recognizes the Northern California Drywall Contractors Association 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 the Association 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 the Association with the same force and effect as if this Agreement were entered into by each member individually. All members of the Association shall be and continue to remain liable under this Agreement for and during the term hereof, irrespective of whether said members shall resign from the Association 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 the Association 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. The Association shall advise the Union of new and resigned membership quarterly.

(6) Except as provided in Article 38 (Term of Agreement), each individual employer signatory hereto specifically waives any right that he 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) (a) 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 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 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 contractor in the State of California and employment for any or all contractors 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.

(b) Persons employed by any 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.

(c) Any 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, 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 nondiscriminatory 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 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 5.

(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 a written referral in the following order of preference and the selection of workers for referral to jobs shall be on a nondiscriminatory basis:

(a) Workers specifically requested by name who have been laid off or terminated as journeymen carpenters in the geographic area of the NCCRC, within three (3) years before such a request by a requesting individual employer or a joint venture of which one or more members is a former employer now desiring to re-employ the same workers, provided they 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 regular workers of the individual employers in the 46 Northern California Counties. A regular worker is defined as an employee who has been employed by an individual employer and reported to the Trust Fund for at least three hundred and sixty (360) hours during the immediate preceding six (6) months.

(b) 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 this Agreement, provided such workers are available for employment.

(c) 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 as 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; 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 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 preform work covered by this Agreement on any project may be selected by the individual employer from workers who are registered on the out-of-work lists and who are members of the Local Union having jurisdiction over the job or project at any location in the 46 Northern California Counties.

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 work list before 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 section above shall comply with NCCRC policy regarding established roll call time.

(b) All individuals eligible for referral shall be present at the Local Union during dispatching hours; provided they may be present at a location where they can be reached by telephone if they live in a remote area. This may be waived if, due to extenuating circumstances, they cannot be personally present.

(9) Dispatching hours shall be as determined by the NCCRC Hiring Hall Policy daily.

(10)Each individual, upon being referred, shall receive a referral slip to be transmitted to the individual employer representative at the jobsite, indicating his or her name, address, social security number, type of job, date of proposed employment and date of referral.

(11)To ensure the maintenance of current registration list, all individuals who do not re-register within two (2) weeks of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this section they shall maintain their previous position on such list.

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

(a) Dispatched to the job - except that any individual who is rejected by the individual employer or who fails to receive the equivalent of forty (40) hours straight time pay shall retain his or 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 voluntarily terminated prior to receiving the equivalent of forty (40) hours pay shall be placed at the bottom of the list, provided he or she re-registers.

(13) No individual who is rejected by the individual employer shall be referred to such individual employer with respect to the same request pursuant to which he or she was initially referred.

(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 section, 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 nondiscriminatory basis and shall not be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provisions or any other aspect of obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Article 4 of this Agreement.

Any person, including an individual employer aggrieved by the operation of the hiring hall provisions of this section, has the right to submit his grievance to the permanent hiring hall neutral arbitrator who shall be Gerald R. McKay, 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 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 Gerald R. McKay, P.O. Box 406, Burlingame, CA 94011-0406. 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

ARTICLE 6
STRIKES, LOCKOUTS

(1) (a) 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 contractor 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 contractor 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 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.

(b) During the term of this Agreement, a contractor 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 either the Northern California Carpenters Regional Council, the Central Labor Council, or the Building Trades Council in the appropriate area.

(c) Any person withdrawn from a contractor 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 Contractor for not more than eight (8) hours per day for all time which elapses between the time that the person is withdrawn until the contractor 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 affiliated with the AFL-CIO 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 contractor 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 or the jurisdictional determination of the Building and Construction Trades Department of the AFL-CIO. Any subcontractor of a contractor shall be subject to the provisions of this Article.

(3) Upon request of the Union, the contractor shall furnish written evidence of job assignment on any work, job, or at any location.

ARTICLE 8
GENERAL CONDITIONS

(1) Except as otherwise provided in Article 18 (Piecework Incentive Standards) of this Agreement, 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" of "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 contractor and, provided further, that no employee shall be required to work under any conditions that are injurious to his 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 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.

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 inthe Trust Agreement, rules and regulations, and statements of procedure governing the Joint Drywall/Lathing Apprentice Programs.

Nothing in this section and no grievance filed persuant to this section 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 my 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 contractor 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 California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.

(6) On all work covered by this Agreement the contractor shall perform the work with carpenter 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 contractor. The Union shall have the right upon written notice to request the Contractor 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 contractor or the Union. If the contractor is found to have materially breached the Agreement, which shall be defined as having a liability to it's employees or to the Carpenter and/or Drywall Trust Funds in an amount in excess of $ 10,000, which liability is not the result of clerical errors, then the cost of the audit shall be borne by the contractor. 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 contractor shall comply with the request and shall instruct his 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) Section 3 and 4 of this Agreement.

(7) (a) Each general contractor and sub-contractor 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 $20,000.00. Such bond shall be in the Uniform Drywall Bond Form provided by the California 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 California 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 California 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 contractors bound to the Agreement shall be required to secure such payment by paying each year commencing May 1, 1986 a fee of $500.00 (or such other sum as may be determined by the Directors of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.) to the California 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 California 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 a contractor 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 contractor shall immediately be required to pay to the Fund in cash not less than $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 contractor 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 contractor who has not complied with the provisions of this subsection, and such refusal and/or withdrawal will not constitute a violation of this Agreement.

(8) The Individual contractor shall not be required to discharge any employee for noncompliance with Article 4 (Union Security) of this Agreement until a written notice from the Union stating noncompliance shall have been delivered to the contractor at his place of business or the job site involved.

(9) The Association shall each month furnish the Union with a current roster of contractor members. Each Contractor shall notify the California 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 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 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 46 Northern California Counties.

(a) THIS BOARD shall process all grievances or claims in the 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 the Association 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 contractor 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 finds 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 $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 California 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 Training Trust Fund.

(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 or 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 contractor 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 a contractor to submit weekly reports of workers and hours worked to the Northern Division of the California 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 California 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 noncompliance 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.

ARTICLE 10
STEWARDS

(1) A steward shall be a working journeyman employee appointed by the Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the 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. 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 providing the Union is given prior notice of the transfer.

ARTICLE 11
EXISTING AND OTHER AGREEMENTS

(1) All existing labor agreements between the Employers 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 Employer accepted for membership in the Northern California Drywall Contractors Association 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 may have with the Union at that time with respect to work covered by this Agreement.

(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 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 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 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 Employer further agrees to notify the Union of the name or names under which he 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 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 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 Employer shall notify the Union in writing on a uniform job registration form to be provided by the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., of the location of each job on which he 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 California 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 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 Employer to the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., within forty-eight (48) hours thereafter. The Union may withhold or withdraw workers from the Employer for failure to comply with this Section (1).

(2) In the event an employer takes over the performance of a contract covered by terms of this Agreement from another employer, the successor employer shall notify the Northern Division of the California 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 Employer to claims for any delinquent fringe benefits of the predecessor 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 Sections (1) and (2), plus for wood frame residential work only, it shall designate whether the job will be paid by the hour, by the piece rate or split crew method.

Employers electing to pay the piece rate shall follow the piece rate schedule as set forth in this Agreement. Employers electing to pay by the hour shall pay the hourly rate as set forth in this Agreement.

The Union will have the right to refuse to refer workers to and withdraw workers from an 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 Section (1) of this Article.

(3) 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 46 Northern California Counties Drywall/Lathing Apprenticeship Training Trust Fund 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 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 and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him. 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 employ, he shall employ at least one (1) additional apprentice.

(8) The 46 Northern California Counties Drywall/Lathing Apprenticeship Training Trust Fund 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 46 Northern California Counties Drywall/Lathing Apprenticeship Training Trust Fund.

ARTICLE 14
REDUCTION IN HOURS

(1) When the Union and the Employers consider and agree that conditions in the industry in the area covered by said Agreement warrant a shortened workday or work week, the parties shall jointly give adequate consideration and discussion of such changes; provided, however, that any such changes in the workday 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 workday and work week; provided, however, the Union will not request the Employers, parties hereto, to provide a shorter workday until the shorter workday is generally established in the building and construction industry.

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

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 fund or plans as the regional area bargaining parties may require.

(a) For all work performed in the area known as the 46 Northern California Counties contributions shall be made to the Carpenters Health and Welfare Trust Fund for California, the Carpenters Pension Trust Fund for Northern California, the Northern California Carpenters Vacation and Holiday Plan, the 46 Northern California Counties Drywall/Lathing Apprenticeship Training Trust Fund, the Carpenters Annuity Trust Fund for Northern California, the Carpenters Contract Work Preservation Trust Fund, The Drywall Information Trust Fund and the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.

(b) The parties hereto agree to exercise their best efforts to implement the merger and/or consolidation of the various Carpenter and Lather Trust Funds now existing consistent with applicable laws, fiduciary obligations of trustees, good accounting and actuarial practices. Effective January 1, 2004, all Trust Fund contributions required to be paid pursuant to this Agreement shall be paid to the Carpenter Funds Administrative Office of Northern California, Inc.

Until such merger or consolidation occurs, each individual Employer shall contribute all amounts required for all employees hired to perform work covered by this Agreement to those trust funds designated by the Local Union which dispatches such employee or from which the worker should have been dispatched.

(2) (a) 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, Plan or Rules governing the Trusts referred to in Section (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.

The individual Employer subject to this Agreement further agrees that he does irrevocably designate and appoint the employer members of said Trust Funds and Plans as his 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.

(b) The parties agree that all remaining Lather Trust Funds shall be merged into the Carpenters Trust Funds for Northern California on or before June 1, 2004. Until such time the merger takes place, the Employer shall contribute the required amounts pursuant to this Agreement to the Carpenters Fund Administrative Office of Northern California on a single report form, which will then be distributed if necessary to the remaining unmerged Trust Funds. Each individual employer who contributes or is obligated to contribute to any such Trust Fund as required shall be bound to such other Trust Funds or Plans to the same extent as he or she may be bound to the Trust referred to in Section 1a of this Article.

ARTICLE 16
CALIFORNIA DRYWALL/LATHING INDUSTRY LABOR-MANAGEMENT COOPERATION COMMITTEE, INC.

(1) Each Employer shall contribute for each hour paid for or worked by employees performing work covered by this Agreement to the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., on behalf of the Northern Division of the California 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 California 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, 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 the Association 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 Section (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 California 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 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 Northern California Drywall Contractors Association 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 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 accordingly 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 19 (Drywall Information Trust Fund) 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 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
PIECEWORK INCENTIVE STANDARDS

(1) For work on, and only on, wood-frame residential construction including motels and convalescent homes, an individual Employer may compensate drywall installers performing work under this Agreement in accordance with the Piecework Incentive Standards applicable to the particular area where the work is performed. Such standards are incorporated herein by reference and made a part of this Agreement subject to the following conditions:

(a) That in no event shall application of Piecework Incentive Pay Standards result in the payment of any employee performing work covered by this Agreement of a wage or remuneration which is less than hourly scale provided for in this Agreement; and

(b) That in no event shall the application of Piecework Incentive Pay Standards result in a violation of the hours of work or overtime provisions of this Agreement; and

(c) That in no event shall the application of Piecework Incentive Pay Standards result in a payment of lesser amount to the appropriate Trust Funds than would otherwise be the case for hourly compensation; and

(d) That in no event shall the application of Piecework Incentive Pay Standards diminish the role of the 46 Northern California Counties Conference Board as the exclusive collective bargaining representative of the employees covered by this Agreement; and

(e) Where an employee is paid an amount which would equal or exceed the area weekly hourly earnings at scale, the Employer shall pay a minimum of a full week's fringe benefit contributions to all Trust Funds for all straight time hours worked; and

(f) Where an employee is paid an amount equivalent to or greater than the appropriate weekly wage of the area work week, only a full work week of contributions need be paid the Trust Funds plus any actual hours of overtime worked; and

(g) Where employees are paid an amount less than the equivalent of the appropriate wage rate times the straight time hours of the area work week, the gross compensation paid such employees shall be divided by the appropriate hourly wage rate, and the quotient from that calculation shall be multiplied by the fringe benefit amounts required by this Agreement and shall be deemed the amounts owed to the

Trust Funds. If the auditor determines that employees actually worked more than hours reported, additional wages may be due as well as fringe benefits.

ARTICLE 19
DRYWALL INFORMATION TRUST FUND

The Employers have established an industry promotion fund, known as the Drywall Information Trust Fund, to promote the use of industry products and to seek ways to benefit and enhance the industry. Signatory Employers agree to contribute to the Trust Fund an amount per hour worked by each employee as determined by the trustees of the Drywall Information Trust Fund. By execution of this Agreement, the Employer agrees to be bound by the provisions of the Northern California Drywall Information Trust Agreement, a copy of which may be obtained upon request to the Trust Fund. The Union is neither party to nor plays any role in the establishment, maintenance or administration of the Trust Fund. Upon request, Trust Fund representatives agree to meet with authorized officials of the Union for the purpose of reporting and discussing the activities of the Trust Fund to ensure that the Fund 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 is therefore intended to apply no broader than that permitted by law.

ARTICLE 21
WORKDAY

Eight (8) hours worked between 8:00 A.M. and 4:30 P.M. shall constitute a regular day's work. All other hours worked shall be governed by Article 24 (Overtime).

Upon submission of prior written notice by the individual Employer to the appropriate District Office of the NCCRC, thr regular work day may be changed to eight (8) consecutive hours (exclusive of lunch period) between 7:00 AM and 5:00PM. The regular work day may be changed to eight (8) consecutive hours (exclusive of lunch period) between the hours of 6:00 AM and 3:00PM by written approval of the appropriate District Office of the NCCRC. Once the regular work day is changed, it shall be for no less than five (5) consecutive days and may be changed only by written notification from the individual employer to the appropriate District Office of the NCCRC.

Effective January 1, 2001, 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 workday. 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.

The employer may, at his/her discression, provide the required ten (10) minute afternoon break immediately after the thirty (30) minute meal period only in compliance with Wage Order 16.

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 workday or compensate the employee for ten (10) minutes of rest time at his or her regular rate of pay within the same payperiod.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (31/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

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 for each workday that the rest period was not provided.

Any employee who works more than five (5) hours without a meal period shall be paid for all work in excess of said five (5) hour period 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 workday 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 workday or shift. If he voluntarily quits, the employee shall receive pay only for actual hours worked.

A Drywall/Lather shall be entitled to pickup 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 pickup time shall be dependant upon accessibility to the area to which the employee is assigned. The amount of pickup time shall be determined by mutual agreement at a jobsite conference bvetween representative 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 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 rates.

As a courtesy, the Individual Employer shall advise the appropriate District Office of NCCRC whenever it intends to implement the Saturday make-up day. The NCCRC District Office phone numbers are as follows: Central (510) 568-4788, Northern (916) 498-1002, and Southern (408) 779-0312.
On residential projects as described in the Carpenters Master Agreement, Appendix C, Residential Addendum, the work week shall remain as contained therein.

ARTICLE 23
HOLIDAYS

The following are nationally recognized holidays: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Decoration 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 Sunday, the Monday following shall be observed as the holiday.

The Following Four (4) days of each year are designated off / collectively barganed holidays:

2003: Friday, February 14th; Friday, May 23rd;
Friday, August 29th; Friday, December 26th.
2004: Friday, January 2nd; Friday, May 28th;
Friday, September 3rd; Friday,December 24th.
2005: Friday, February 18th; Friday, May 27th;
Friday, July 1st; Friday,September 2nd
2006: Friday, February 17th; Friday, May 26th;
Friday, July 3rd; Friday,September 1st
2007: Friday, May 25th; Friday, August 31st;
Monday, December 24th; Monday, December 31st
2008: Friday, February 15th; Friday, May 23rd;
Friday, August 29th; Friday, December 26th.

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 contractor 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 telegram to the Field Representative that issued the verbal permit, will be allowed when time will not permit an Employer or his 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 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 5:30 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 (7-1/2) 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 shift shall be established or started for less than three (3) consecutive work days.

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. 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 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, men who report for work for whom no employment is provided shall be entitled to four(4) hours pay, except where bad 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 under the influence of drugs, or willful disregard of safety rules shall receive pay only for hours worked. Employee's 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 pickup 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 thirty (30) 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 employer, in which case he 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 Employer on the job site prior to the end of the shift. Each worker shall be furnished with a detachable check stub showing the Employer's name and address, the worker's name and/or 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 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 current wages. Except for delays in delivery of paychecks beyond the control of the 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 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 vechicle may be requested 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 California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., or its successor, as well as all other Trust Funds of the names of any contractor whose payroll checks are not honored by his bank.

Good cause appearing, a Union representative or his 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 1320 feet (measured by 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. 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 hereof such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier.

ARTICLE 29
TOOLS AND EQUIPMENT

Employees shall furnish their own tools but shall not furnish, rent, or lease: ladders, scaffolds, electrick or battery powered drills or screw guns, roto-zips or routers, lazers of any kind, automotive equiptment to be used for the purpose of hauling or delivering individual Employer's material or equiptment, or any kind of power operated machines or saws. The employer shall furnish screw gun tips and shafts as well as bits for routers. Each employee shall arrive on the job with tools in proper condition. To implement this Article, the individual employee shall provide a tool box with a lock.

When the individual Employer shall provide a reasonably secure place for his employees to keep their tools and the individual employee's full kit of working tools is 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 $500.00. 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 Employer exceeding 100 pounds.

ARTICLE 30
TRAVEL AND SUBSISTENCE

1. On all work covered by this Agreement, as described in this Article, the following shall apply effective July 1, 2000. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2000.

(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	Willits

(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), subsistence shall be paid at the rate of twenty-five dollars ($25.00) 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 ten dollar ($10.00) 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 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
HANDICAPPED WORKERS

A person who is incapacitated by age, physical or mental handicap, temporary disabilities, or other infirmities may be employed at an hourly wage rate below the minimum established for this Agreement provided he shall have first obtained written permission from the Union, and the rate set shall be subject to the approval of the Union.

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 a contractor 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 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 and Work Fee (Supplemental Dues) contributions only:

One (1) probationary stocker-scrapper may be hired when an employer has a stocker-scrapper employed. The probationary stocker-scrapper rate shall be 40% of the applicable journeyman rate plus health and welfare contributions only for a probationary period of six (6) months after which the employee will be advanced to stocker-scrapper status. The probationary stocker-scrapper must work under the supervision of a stocker-scrapper. An Employer may hire an additional probationary stocker-scrapper for the next two (2) stocker-scrappers on his payroll or for each two (2) thereafter.

Senior Stocker/ Scrapper: The rate for a Stocker/ Scrapper who has been employed by the same contractor for 2000 hours (consecutively or cumulatively) shall become 50% of Journeyman rate plus Health and Welfare, Vacation, Work Fee and Annuity.

Stocker-scrappers and/or probationary 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, scraping 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/Lather Apprenticeship Program as described in Article 13 (Drywall and Lather Apprentice Program) of this Agreement shall not suffer a loss of any wages or fringe benefits in the transfer.

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.

A. Nine (9) Counties Area consisting of the following counties:

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

Effective	8-01-03
Journeyman	$30.75
Scrapper-Stocker 50%	$15.38
Probationary Scrapper-Stocker 40%	$12.30

B. Thirty-Four (34) Counties Area consisting of the following counties:

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

Effective August 1, 2003, the following journeymen wage rates shall apply to projects with a total project value of less than twenty-five million dollars ($25,000,000) and to projects which are not covered under the provisions of Article 33 B:

Effective	8-01-03
Journeyman	$24.02
Stocker/Scrapper 50%	$12.01
Probationary Stocker/Scrapper 40%	$ 9.61

C. Three (3) Counties Area cinsisting of the following counties
Monterey, San Benito, and Santa Cruz

Effective August 1, 2003, the following journeymen wage rates shall apply to projects with a total project value of less than twenty-five million dollars ($25,000,000) and to projects which are not covered under the provisions of Article 33 C :

Effective	8-01-03
Journeyman	$24.87
Scrapper-Stocker 50%	$12.44
Probationary Scrapper-Stocker 40%	$ 9.95

December 1, 2003

For employers signed to the new agreement, projects with a total base bid of $25 million or more in the 3 and 34 Counties areas, bid or negotiated after the effective date of this agreement and prior to August 1, 2004, wage rates for the duration of the project shall be $3.50 per hour above the applicable 3 or 34 counties' wage rates, with the exception of wood frame residential construction of 3 stories or less which shall not be subject to this provision. Existing projects shall be grandfathered at August 1, 2003 rates for the remainder of the project.

August 1, 2004

For projects with a total base bid of $50 million or more in the 3 and 34 Counties areas, bid or negotiated after the effective date of this agreement and prior to August 1, 2007, wage rates for the duration of the project shall be $3.50 per hour above the applicable 3 or 34 counties' wage rates, with the exception of wood frame residential construction of 3 stories or less which shall not be subject to this provision.

August 1, 2007

For projects with a total base bid of $50 million or more in the 3 and 34 Counties areas, bid or negotiated after the effective date of this agreement and prior to August 1, 2007, wage rates for the duration of the project shall be the applicable 3 or 34 counties' wage rates.

Probationary Stocker/Scrapper shall receive Health and Welfare only the first six (6) months and is then advanced to the Stocker/Scrapper contribution.

Fringe Benefit Hourly Rates - Entire 46 Counties Area (August 1, 1999 through July 31, 2004)

Effective	7-01-03
Health & Welfare	$4.305
Pension	2.85
Carpenter Annuity	2.50
Vacation	1.80
Work Fee (Supplemental Dues)	.97
Apprentice/Journeyman Training	.27
Industry Promotion	.12
UBC Health & Safety Fund	.06*
Carpenters Work Preservation	.06
Northern Division of the California Drywall/ Lathing Industry Labor-Management Cooperation Committee	.18

*Two cents ($.02) of the six cents ($.06) UBC Health & Safety Fund is allocated from the eighty-six cents ($.97) Work Fee (Supplemental Dues) outlined above (employer portion is $.04)

D. Future Wage and/or Fringe Benefit Considerations: (2003-2008)

December 1, 2003 - For Extended Employees in all areas, a $0.71 per hour waiver for a seven (7) month period (12/1/03 through 6/30/04) as follows:

December 1, 2003	Old Rate	Change 12/1/03	New Rate
Health & Welfare	$4.305	$0.000	$4.305
Pension	$2.85	$0.000	$2.85
Carpenter Annuity	$2.50	$0.000	$2.50
Vacation	$1.80	$0.000	$1.80
Work Fee (Supplemental Dues)	$0.97	– $0.49	$0.48
Apprentice/Journeyman Training	$0.27	$0.000	$0.27
Industry Promotion	$0.12	– $0.12	$0.000
UBC Health & Safety Fund	$0.04	– $0.04	$0.000
Carpenters Work Preservation	$0.06	– $0.06	$0.000
D./L L.L.M.C.C., Inc.	$0.18	$0.000	$0.18
Total Package	$13.095	–$0.71	$12.385

July 1, 2004	Old Rate	Change 12/1/03	New Rate
Health & Welfare	$4.305	$1.50	$5.805
Pension	$2.85	$0.15	$3.00
Carpenter Annuity	$2.50	–$0.25	$2.25
Vacation	$1.80	–$0.20	$1.60
Work Fee (Supplemental Dues)	$0.48	$0.59	$1.07
Apprentice/Journeyman Training	$0.27	$0.05	$0.32
Industry Promotion	$0.00	$0.12	$0.12
UBC Health & Safety Fund	$0.00	$0.04	$0.04
Carpenters Work Preservation	$0.00	$0.06	$0.06
D./L L.L.M.C.C., Inc.	$0.18	$0.05	$0.23
Total Package	$12.385	–$2.11	$14.495

August 1, 2004 Wages	Old Rate	Change 12/1/03	New Rate
9 Counties	$30.75	$0.50	$31.25
3 Counties	$24.87	$0.50	$25.37
34 Counties	$24.02	$0.50	$24.52

July 1 / August 1, 2005

A $2.00 per hour increase($2.25 maximum) in fringe benefits and wages in all areas as follows:

7/1/05

$0.50 to be allocated to health and welefare and up to $0.25 additional, if necessary*
$0.20 to be allocated to pension
$0.05 to be allocated to Vacation
$0.25 to be allocated to Annuity and/or Health & Welfare

* If needed to maintain existing benefits, as determined by the trustees, an additional maching amount of up to $0.25 shall be contributed by Employers.

8/1/05
$1.00 to be allocated to wages.

July 1 / August 1, 2006

A $2.05 per hour increase in fringe benefits and wages to be allocated in all areas as follows:

$0.50 to be allocated to health and welfare
$0.15 to be allocated to pension
$0.05 to be allocated to Vacation
$0.05 to be allocated to D/L I.L.M.C.C., Inc.
$0.25 to be allocated to Annuity and/or Health & Welfare

Work Fee to be increased by 1/8 % to 2.5 %

8/1/06

$1.00 to be allocated to wages.

July 1/ August1, 2007

A $2.00 per hour increase in fringe benefits and wages to be allocated in all areas as follows:
7/1/07
$0.50 to be allocated to healjth and welfare and up to $0.25 additional, if necessary*
$0.20 to be allocated to pension
$0.05 to be allocated to Vacation
$0.25 to be allocated to Annuity and/or Health & Welfare
* If needed to maintain existing benefits, as determinedby the Trustees, an additional maching amount of up to $0.25 shall be contributed by employees.

8/1/07
$1.00 shall be allocated to wages.
Employers that do not extend their agreement with the Union in 2007 shall be required to contribute an additional $0.50 per hour to the Building Industry Trust Fund.

The Union Reserves the right to allocate wages and future benefit amounts during the term of the agreement, excluding the numbers pre allocated Health and Welefare amounts.

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

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
O to 6 months .....60% Health & Welfare, Work Fee, Industry Promotion, UBC Health & Safety, Work Preservation, Training

Second Period
7 to 12 months .....65% Health & Welfare, Work Fee, Industry Promotion, UBC Health & Safety, Work Preservation, Training, Vacation

Third Period
13 to 18 months.....70% Health & Welfare, Work Fee, Industry Promotion, UBC Health & Safety, Work Preservation, Training, Vacation, Annuity

Fourth Period
19 to 24 months.....75% Health & Welfare, Work Fee, Industry Promotion, UBC Health & Safety, Work Preservation, Training, Vacation, 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. 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 and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him. 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
PIECEWORK SCHEDULES (DRYWALL ONLY)

Effective 8/1/03

	9 Counties	3 Counties	34 Counties
1. Base piece rate for ½ drywall	$.134	$.111	$.107
Base piece rate for 5/8" drywall	$.149	$.123	$.119

2. When a piecework system of wage payment is used, all of the terms, conditions, and provisions of Article 18 (Piecework Incentive Standards) of this Agreement shall apply together with all of the terms, conditions, and provisions of this Article.

3. It is further agreed that a piecework schedule card (referred to as Schedule "A") will be printed to reflect the amendments made by this Agreement, and said Schedule "A" card shall be made a part of this Agreement.

4. It is further agreed that said Schedule may be adjusted by the Committee pursuant to this Article.

The parties hereto shall form a committee composed of equal numbers of representatives of the Carpenters 46 Northern California Counties Conference Board and the Northern California Drywall Contractors Association. Said committee shall meet a minimum of once every two (2) months, on a specified day of the month, mutually agreed upon by the parties, to review the piecework schedule and to make adjustments in said schedule from time to time as such may be determined by the committee.

No adjustments in the piecework schedule shall be effective until reduced to writing and mailed to all signatory Employers.

Any dispute or grievance in connection with these piecework standards shall be submitted to the Board of Adjustment under Article 9 (Grievance Procedure) of this Agreement.

5. When an employee is required to return to a unit to finish additional work because the unit was stocked short or scaffolding is unavailable, he will be paid at the prevailing hourly rate. The worker shall have the responsibility to count the wallboard in the unit prior to beginning work.

ARTICLE 36
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 Employers performing work covered by said Addendum.

The parties further agree that no signatory to the 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 Northern California Drywall Contractors Association.

ARTICLE 37
WORK PRESERVATION COMMITTEE

The parties agree that all 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 38
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from thr 1st day of December, 2003 through the 31st day of July 2008, and shall continue thereafter unless either party, not more than ninety (90) days/nor less than sixty (60) days prior to the 31st of July, 2008 or not more than ninety (90) days nor less than sixty (60) days prior to the 31st of July of any subsequent year in which the Master Agreement may terminate serves written notice on the other of it's desire to change, modify, amend, supplement, renew, extend or terminate this Agreement. Such notice shall be written from one party to the other, mailed postage prepaid, certified mail. All notices required to be given to the Union shall be addressed to it at 265 Hegenberger Road, Suite 220 Oakland, California 94621.

Negotiations upon proposed modifications or amendments pursuant to proper notice shall begin, unless extended by mutual agreement, not later than June 15, 2008, or no later than June of any subsequent yearly period, and continue until agreement is reached; provided, however, if no agreement is reached by August 1, 2008 or by August 1 of any subsequent yearly period, the representatives of either party acting on their own behalf may thereafter give written notice of intention to terminate this Agreement. Regardless of the giving of such notice of intention to terminate, the

parties shall continue to negotiate until agreement is reached or until the Agreement has been terminated by giving written notice of final termination, and the Agreement shall be deemed terminated on the date specified in such written notice of final termination.

In **WITNESS WHEREOF**, the parties hereto have executed this document this_____, 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_____
/s/ Robert Alvarado, Chairman

By_____
/s/ William Feyling, Executive Director

NORTHERN CALIFORNIA DRYWALL CONTRACTORS ASSOCIATION

By_____
/s/ Ronald E. Becht

NOTES