

**SOUTHWEST
DRYWALL / LATHING
MASTER AGREEMENT**

between

**DRYWALL / LATHING
CONFERENCE**

of the

**WESTERN WALL & CEILING
CONTRACTORS ASSOCIATION, INC.**

and the

**SOUTHWEST REGIONAL
COUNCIL OF CARPENTERS**

of the

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

JULY 1, 2012 TO JUNE 30, 2016

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**2012-2016
SOUTHWEST
DRYWALL/LATHING MASTER AGREEMENT**

THIS AGREEMENT, effective July 1 2012, by and between the **CALIFORNIA DRYWALL/LATHING CONFERENCE of the WESTERN WALL & CEILING CONTRACTORS ASSOCIATION, INC.** on behalf of its respective members, hereinafter referred to as the "CONTRACTORS" or "ASSOCIATION", or "WWCCA", and the **SOUTHWEST REGIONAL COUNCIL OF CARPENTERS**, of the United Brotherhood of Carpenters and Joiners of America, for and on behalf of their affiliated Local Unions in the States of California, Arizona, Nevada, Utah, New Mexico, West Texas and Colorado hereinafter referred to as the "Union" or Regional Council.

WITNESSETH:

WHEREAS, the Contractors are engaged in Dry-wall/ Lathing/ Plastering and Interior Systems construction work in the State of California and the Southwestern United States; and

WHEREAS, industry-wide 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 Dry-wall Lathing/ Plastering and Interior Systems Contractors in Southern California and the Southwestern United States and has historically and, in fact, represented and does represent the industry in this capacity; 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 hereto 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 COVERED BY THIS AGREEMENT

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

Section 1. 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.

Section 2. 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 finished systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fire proofing 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.

Section 3. All interior and exterior metal stud panels shall be constructed on the jobsite by carpenters working under the provisions of this Agreement. The Contractor may subcontract work on metal stud pan-

els or framed walls in accordance with the terms of this Agreement; provided that such work by a subcontractor shall be performed by Carpenters under the terms of this Agreement. A Contractor party to this Agreement may construct such panels away from the jobsite, and such work shall be performed under the terms of this Agreement only by Carpenters that are employees of the Contractor. This provision will not apply to load bearing metal stud panels used on projects where traditionally load bearing panels would have been constructed of wood, such as single family homes, apartments, dormitories or condominiums up to five stories in height (excluding subterranean or podium parking structures) or other projects covered by Appendix F of the Carpenters Master Labor Agreement, where approved by the Work Preservation Committee. The provisions of this Section shall not apply to the manufacturing of identifiable standard manufactured commercial brand name forms. Carpenters shall assemble and install such forms on the jobsite.

Section 4. No limitation shall be placed on the work covered by this Agreement by reason of the surface or texture for which the materials described herein are used, designed or intended.

Section 5. 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, 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.

Section 6. (a) The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, 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.

(b) 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.

(c) The nailing, tying, cutting, welding and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

(d) 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.

Section 7. (a) All work operations after the initial unloading of the drywall finisher's material on the job site, including distribution onto the point of application.

(b) Work or services pertaining to the preparation, spotting, pointing, detailing, taping, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thinwall, concrete, steel, wood and plaster surfaces.

(c) 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.

(d) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.

(e) 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.

(f) This Agreement shall also cover all interior and/or exterior wall finish work, including EIFS and other wet wall finish work, which work shall be performed under the terms of this Agreement by journeyman or apprentice Drywall/Lathers.

(g) The Union understands and recognizes that the WWCCA and its members are signatory to a collective bargaining agreement with the Painters and/or Plasterers and Plasterer Tenders covering drywall finishing and wet wall finish work. The parties agree that Article I, Section 7 shall apply only to those signatory employers who are not already signatory to a

collective bargaining agreement with the Painters and/or Plasterers and Plasterer Tenders covering the drywall finishing or wet wall finish work as described in Article I Section 7 of the agreement and who choose to assign that work to the Painters and/or Plasterers and Plaster Tenders. The Union agrees not to invoke or enforce Article I, Section 7 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 and/or Plasterers and Plasterer Tenders covering the drywall finishing or wet wall finish work and who chooses to assign that work to the Painters and/or Plasterers and Plasterer Tenders, as long as such contract remains in effect.

Section 8. This Agreement shall cover all work in connection with self supporting scaffolds or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling, and the operation of all equipment, including lifts and other mobile equipment used in connection with this work. Scaffold erected and dismantled by the contractor, shall be the work of the Carpenters. Single craft scaffold up to 14 feet in height may be erected by Plaster Tenders.

Section 9. 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:

- (a) Carpenters Master Agreement for Northern California;
- (b) Southern California Carpenters Master Labor Agreement;

Section 10. Should any individual employer party to this agreement perform any work as a general contractor, developer, or do any related carpentry work as specified in the local area Carpenters Master Agreements, he or it shall do so under the terms and conditions of the then current appropriate Carpenters Master Agreements in said areas.

Section 11. If a Contractor performs work in the State of Nevada, such work will be performed pursuant to the Agreement between the Association and the Union covering the State of Nevada. If the Contractor performs work in the States of Arizona, Utah, New Mexico, West Texas or Colorado, such work will be performed pursuant to the Arizona, Utah, New Mexico, West Texas or Colorado Appendices to this

Agreement. The terms of the Arizona, Utah, New Mexico, West Texas and Colorado Appendices will be modified from time to time to reflect changes agreed to in those areas by a majority of local contractors. The Union will promptly notify the Association of changes applicable to other states and will meet to discuss such changes with the Association upon request.

ARTICLE II SUBCONTRACTING

Section 1. No contractor may subcontract any work, including solely the furnishing of labor, covered by this Agreement to any person, firm or corporation, except upon prior written approval of the Regional Council and upon written approval from the Regional Council only to an individual contractor who is properly licensed and signatory to this Agreement and agrees to comply with the provisions of this Agreement.

Section 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, as 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.

Section 3. Notwithstanding any provision of this Article II, the contractor may subcontract stocking and scrapping to any contractor who is a signatory to this Agreement or to an agreement with a labor organization affiliated with the National Construction Alliance or the International Brotherhood of Teamsters.

Where 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.

Section 4. Notwithstanding any provisions of this Agreement or any Memorandum Agreement to the contrary, 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 VIII (Grievance Procedure) of this Agreement are retained to enforce primary obligations of any individual employer.

ARTICLE III RECOGNITION OF PARTIES

Section 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 Foremen and any supervisory person who regularly gives orders directly to the workers covered by this Agreement.

Section 2. No contractor, whether he is 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 journeyman. In no event shall more than one 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 IV.

Section 3. The Union hereby recognizes the California Drywall/Lathing Conference of the Western Wall and Ceiling Contractors Association, Inc. 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.

Section 4. This Agreement shall be binding upon each and every member of the California Drywall/Lathing Conference of the Western Wall and Ceiling Contractors Association, Inc. with the same force and effect as if this Agreement were entered into by each member individually. All members of the California Drywall/Lathing Conference of the Western Wall and Ceiling Contractors Association, Inc. 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 Associa-

tion 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 terms 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 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 California Drywall/Lathing Conference of the Western Wall and Ceiling Contractors Association, Inc. shall advise the Union of new and resigned memberships quarterly.

ARTICLE IV UNION SECURITY/HIRING

Section 1. UNION SECURITY

Every person performing work covered by this Agreement who is a member of any Local Union affiliated with the Union and in employment of a contractor on work covered by this Agreement, on the effective date of this Article IV shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union. Every other 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 beginning of such employment for any contractor in the geographical jurisdiction of the Southwest Regional Council 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. Membership in the Union shall be interpreted to mean only those obligations which are legally required and payment of those fees which are chargeable under applicable law.

Section 2. HIRING

(a) In the employment of persons for all work covered by this Agreement, the following provisions subject to the conditions of this Article IV shall govern.

(b) The Regional Council shall establish and maintain open, non-discriminatory employment lists for the employment of workers in the work and area jurisdiction of the Regional Council. The Union may charge workmen a reasonable fee for the use of its employment lists.

(c) Contractors shall first call upon the Regional Council for such workers as they may from time to time need, and the Regional Council shall furnish to the Contractors the required number of competent persons of the classifications needed by the Contractors.

(d) It shall be the responsibility of the Contractors when ordering persons to give the Regional Council all of the pertinent information regarding the person's employment.

(e) The Regional Council will furnish, in accordance with the request of the Contractor, such competent persons from among those entered in the following order of preference, and the selection of persons for referral to jobs shall be on a non-discriminatory basis as to Union membership or lack of membership or Union good standing. The Regional Council shall register and dispatch persons from the employment lists without discrimination as to Union affiliation, and such registration and dispatch shall not be affected in any way by rules, regulations, by-laws, constitutional provisions, or any other aspect or application of Union policies or requirements.

(1) Persons who, within the five (5) years immediately before the Contractor's order for workers, have performed work of the type covered by this Agreement in the Council's area jurisdiction and are available for employment.

(2) Persons whose names are entered on said lists and who are available for employment.

(f) The Union shall furnish the Association upon request, information concerning hiring hall regulations and territorial jurisdiction of the Regional Council.

(g) When ordering workers Contractors will give notice to the Regional Council not later than 2:30 p.m. of the day prior (Monday through Friday), in any event, not less than 17.5 hours before the required reporting time, and in the event that, 48 hours (exclusive of Saturdays, Sundays, and Holidays) after such

notice, the Regional Council does not furnish such persons, the Contractor may procure persons from any other source or sources. If persons are so employed, the Contractor shall, prior to the commencement of work of such employee, instruct persons so employed to report to the Local Union office and be issued a dispatch slip.

For purposes of this sub-section, the 48 hour provision shall commence with the beginning of dispatch hours of the Regional Council next following the placing of the job order.

In the event that any person dispatched for the first day's work does not arrive ready for work within the stipulated working hours under this Agreement, he shall be paid only for hours actually worked, provided there has been compliance with the conditions referred to in Article IV.

(h) Subject to the foregoing, Contractors shall have complete freedom of selectivity in hiring and Contractors retain the right to reject any job applicant referred by the Union for any reason. Upon completion of the third (3rd) day of employment the employer may not discharge any employee except for just cause, provided there shall be no discrimination on the part of the Contractor against any employee, nor shall any such employee be discriminated against or discharged for activities in behalf of, or representation of the Union not interfering with the proper performance of that persons duties. Grievances involving this Section shall be subject to Article VIII (Grievance Procedures).

(i) Nothing in this section shall impair or modify in any way whatsoever the procedures and rights embodied in Article IX.

(j) The Regional Council shall post in places where notices to applicants for employment with the Contractors are customarily posted all provisions relating to the function of the hiring arrangements, including the provisions of this Agreement, and the provisions of the applicable hiring procedures in each of the contract areas, as set forth above.

Section 3. No representative of the Union shall interfere with the employment relationship between the Contractor and the employees unless specifically permitted by this Agreement and shall not encourage employees to leave one contractor to be employed by another contractor.

Section 4. (a) Selection of applications for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Article IV of this Agreement.

(b) Any person, including an individual employer aggrieved by the operation of the hiring hall provisions of this section, has the right to submit their grievance pursuant to Article VIII of this Agreement, 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 arbitration panel or arbitrator shall have full power to adjust the grievance and the decision thereon shall be final and binding upon the person submitting the grievance and all parties thereto. Forms for the submission of any such grievance shall be available at all times in the office of the Western States Drywall/Lathing Industry Labor Management Cooperation Committee, Inc. or "CAC", 3250 E. Shelby St., Suite 200, Ontario, CA 91764. The date of the postmark or the date of delivery of a grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of arbitration should be borne by the Contract Administration Committee.

Section 5. The Contractor may transfer employees who are on the Contractor's payroll at the time transfer is made within the area covered by this Agreement without limitation. The Contractor shall give notice to the Regional Council where work is to be performed on a transfer as to the name of the Contractor, the employees transferred and the address of the jobsite. All employees being transferred shall procure a work referral from the Regional Council prior to starting work. Additional employees shall be employed in accordance with the provisions of Article IV.

ARTICLE V STRIKES, LOCKOUTS

Section 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 II. 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 payment of piece rates or bonuses specified in this Agreement, or who has violated the hiring provisions of this Agreement, or who has failed to comply with a decision of the Southwest Joint Adjustment Board, hereafter referred to as Joint Adjustment Board or JAB, or Arbitrator. The withdrawal or refusal to refer 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.

(b) The right of the Union to engage in economic action over alleged breaches of Article II (Subcontracting) and Article VI (Jurisdictional Disputes) shall only be to the extent permitted by law.

(c) During the term of this Agreement, a Contractor party to the Agreement, shall not cause or permit any lockout of persons employed to perform work covered by this Agreement. Nothing in this Agreement shall require the Union or members thereof or any other persons to cross a lawful picket line established at the job site, which has been duly sanctioned by the Regional Council of the Carpenters, the Central Labor Council or the Building Trades Council in the appropriate area.

(d) Any person withdrawn from a Contractor for failure to pay appropriate wages, trust fund contributions or other money items, or failure to comply with the provisions of Article VII, 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 VI JURISDICTIONAL DISPUTES

Section 1. The Union guarantees that there shall be no strikes, slow-downs or stoppages of work occasioned by jurisdictional disputes during the term of

this Agreement 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. All jurisdictional disputes are arbitrable pursuant to Article VIII of this Agreement.

Section 2. Nothing contained in this Agreement or any part hereof, or in this Article VI or any part hereof, shall affect or apply to the Union 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 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.

Section 3. Upon request by the Union, the Contractor shall furnish written evidence of job assignment on any work, job or at any location.

ARTICLE VII GENERAL CONDITIONS

Section 1. (a) Except as otherwise specifically provided in this Agreement, no person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence" where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement.

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

Section 2. (a) 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(s) Health & Safety Code(s) and, with a present well-established custom regulating such use where the work is being performed. Two or more employees shall be required in the handling and installation of any panel or assembled panel weighing over 110 pounds.

(b) Employees shall be responsible for screw guns furnished to them by the Contractor and shall promptly return such upon request or termination of employment. In the event the employee fails to return the screw guns as a result of the employee's dishonesty, willful misconduct or gross negligence, the Contractor may deduct the value of such from the employee's paycheck in an amount not to exceed \$125.00. Disputes regarding the application of this provision shall be resolved through an expedited grievance procedure consisting of a subcommittee of the Joint Adjustment Board. The membership of the subcommittee shall consist of one contractor selected by the Association and one union representative along with the Executive Director of the Contract Administration Committee or his designee. The union and contractor representative will rotate periodically. The subcommittee will investigate and act on an expedited basis and may conduct hearings in person or telephonically. A decision of the subcommittee shall be implemented immediately although any party may appeal to the full Joint Adjustment Board.

Section 3. It is mutually agreed that the Contractor and the Union shall fully comply with all of the provisions of Title 7 of the Civil Rights Act of 1964, the Presidential Executive Order No. 11246, and the California Fair Employment Practices Act, (or equivalent law(s) in other States), to the end that no person shall, on the grounds of sex, race, color or national origin, be excluded from participation in or be denied the benefits of the Agreement or otherwise be subject to discrimination by not having full access to the terms of this Agreement. It is further specifically agreed that no person or applicant for employment shall be discriminated against or shall have his employment relationship affected by reason of his age, except as provided in the Trust Agreement, rules and regulations, and statements of procedure governing the Joint Drywall/Lather Apprentices Programs.

Section 4. The Contractor shall not discharge or discriminate against any person because of any

industrial injury incurred prior to employment or occurring in the course of employment, or for the filing of a claim for Workers' Compensation benefits.

Employees who are, as a result of an industrial injury, unable to complete a full day's work, shall nevertheless be paid for the full day when such injury occurred, provided the attending physician has certified to the employee's inability to complete his regular work assignment on the day of such injury, and provided further that such injury requires absence from work on the day following injury.

Section 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 an 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 Contract Administration Committee.

Section 6. On all work covered by this Agreement the Contractor shall perform the work with carpenters/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 determine whether or not the Contractor has complied with the provisions of this Article or any other provisions of this Agreement. The audit shall be performed by an auditing firm which has no financial interest in or relationship to the Contractor or the Union. If violations of the Agreement are disclosed by the audit, 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 XVI, Sections 3 and 4 of this Agreement.

Section 7. (a) Each Contractor shall secure the payment of all trust fund contributions and wage and money payments 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 Contract Administration Committee, 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 Contract Administration Committee office 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 to satisfy the requirements of this section to secure the payment of all trust fund contributions, wages and money payments (excluding waiting time and liquidated damages) required by this Agreement. Each Contractor or its successor bound to this Agreement shall pay to the Contract Administration Committee, an annual fee of \$500.00, or such other sum as may be determined by the Directors of the Contract Administration Committee, as such Employer's contribution to the Grievance Obligation Trust Fund.

(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, such Contractor's coverage under the Grievance Obligation Trust Fund shall cease. Such Contractor shall then be required to make immediate full restitution to the Trust of all funds so paid, at which time coverage under the Fund will be restored.

(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 Article VII, Section 7(a) above.

(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.

(f) Payment from the Grievance Obligation Trust Fund will be secondary to any amounts owed by any other person or entity. The only party entitled to make a claim against the Grievance Obligation Trust Fund are the Directors of the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., acting through their Executive Director. Offsets or setoffs of amounts owed by any other person or entitled are not allowed against the amount

owed or paid by the Grievance Obligation Trust Fund.

Section 8. The individual Contractor shall not be required to discharge any employee for non-compliance with Article IV of this Agreement until a written notice from the Regional Council stating non-compliance shall have been delivered to the Contractor at his place of business or the job site involved.

Section 9. The Association shall each month furnish the Union with a current roster of Contractor members. Each Contractor shall notify the Contract Administration Committee in writing at least thirty (30) days prior to the cancellation or termination of any Bond or other security established pursuant to this Section.

Section 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 representative.

Section 11. The Contractor will be free to implement a drug testing program provided such program conforms to the Memorandum of Understanding Drug and Alcohol Abuse Prevention and Detection between the Union and the WWCCA.

Section 12. Wage Order 16 of the Industrial Welfare Commission of the State of California, Department of Industrial Relations, is incorporated herein in its entirety. Any alleged violations of Wage Order 16 shall be subject to the grievance and arbitration provisions of Article VIII of this Agreement.

Section 13. The Union will maintain a database that will track all apprentices and journeymen and their certifications along with the expiration of their certifications. All journeymen and apprentices will be trained in and receive certifications in safety, CPR, first aid, OSHA 10 Hour and Cal/OSHA requirements, scaffold training, fall protection and any other certification or requirement to meet City, State or Federal rules or laws.

(a) The Union shall monitor and make any required changes in the certification program.

(b) The Contractors will not employ any employee who does not obtain and maintain the required certifications. It will be a violation of this Agreement to

employ any individual who does not maintain required certifications.

Section 14. A corporate officer, partner (except that up to two (2) partners or corporate officers of a Contractor firm may be exempted from the provisions of this paragraph upon fulfillment of the Contractor of requirements and procedures established for that purpose by the Trustees of the Trusts named below in this paragraph), RME or RMO (if not otherwise exempt as a partner) performing work under the terms of this Agreement shall be considered an employee. Any exempt employee working with the tools of the trade shall be covered by the provisions of the Union Security Clause. Contributions on non-exempt employees shall be reported at a uniform rate of 173 hours per month to the Southwest Carpenters Health & Welfare Trust and the Southwest Carpenters Pension Trust the sums designated in this Agreement. All non-exempt employees working receiving benefits under this provision shall be covered by the provisions of the Union Security Clause. The Trustees of the above mentioned Trusts will be instructed to accept such contributions.

Section 15. A Contractor may offer modified or alternative work to employees that have been injured on the job and can no longer perform their usual and customary work. Such work opportunities will comply with the terms of California Labor Code (or equivalent law(s) in other States). The Union will review and approve the modified or alternative work prior to it being offered to the injured employee.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. Subject to the exceptions provided for in Article V 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 or amount of Trust Fund contributions due and owing 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.

Section 2. There is hereby established a Joint Adjustment Board for all grievances and claims aris-

ing under this Agreement and it shall be known as "The Southwest Joint Adjustment Board for the Dry-wall/Lathing Industry." Herein after referred to as the Joint Adjustment Board.

(a) The Board shall be composed of four representatives and their alternates selected by the Association and four representatives and their alternates selected by the Union. The Board may authorize and establish panels in other States specifically to hear grievance in those States.

(b) 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 Board and shall attend meetings 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 employer member and one 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.

Section 3. The Joint Adjustment Board and the arbitrator, as the case may be, shall have the power to adjust grievances and disputes, make awards of back pay, levy fines for violations of the Agreement, and assess liquidated damages in accordance with the provisions of this Agreement, which shall be final

and binding upon all parties to this Agreement. The Joint Adjustment Board may, as part of a remedy in any case before it, order an increase of the bonding requirements in the form of a guaranteed surety bond, in addition to the required coverage as per Article VII, Section 7, thus naming the Southwest Carpenters Trust and/or Western State Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc. as Obligees. Furthermore, the Joint Adjustment Board may increase the Bonding requirements up to a maximum of \$60,000.00, 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 bonding requirements. A copy of said bond shall be posted with the Contract Administration Committee office and a copy shall be furnished to the Union upon request.

The parties recognize and acknowledge that compliance with the requirements to pay wages, fringe benefits, and to abide by the provisions of this Agreement is essential for maintenance of this Agreement, the health and safety of workers covered there under, 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, and the Union, and the industry, for any failure to comply with any of the provisions of this 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 or conditions of this Agreement.

Section 4. In addition to any rules and procedures which the Panel 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 when deemed neces-

sary for the purposes of hearing all grievances and claims filed therein. The Board shall provide notice of time and place of hearings to all persons having business before the Board and shall establish regular meeting places and mailing address for all matters. All proceedings of the Southwest Joint Adjustment Board shall be held in the State in which the violation was committed 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 a court reporter or otherwise, shall be paid by the Contract Administration Committee provided that all fines, 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 turned over to the Trustees of the Southwest Training Fund for the sole and exclusive use by said Training Fund.

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

Whenever possible before submission of the dispute to the Joint Adjustment Board, representatives of the Regional Council 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 24 hour adjustment provisions of this section.

(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 Contract Administration Committee.

(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 of 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 special hearing or hearings heard 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 Contract Administration Committee.

Section 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 or Municipal Court of the City and County of Los Angeles for all proceedings of the Southwest Joint Adjustment Board. Alternatively, such petition may be filed or tried in the United States District Court for the Central District of California, or Court having jurisdiction.

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 reasonable attorneys' 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.

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

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

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

ARTICLE IX STEWARDS

Section 1. A steward shall be a working journeyman-employee appointed by the Regional Council

who shall, in addition to his work as journeyman, be permitted to perform during working hours such of Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees that stewards shall be allowed a reasonable amount of time for the performance of such duties. The Regional Council 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 Regional Council appoints a successor. A foreman can be a steward.

Section 2. No steward shall be discharged or laid off except for just cause. In the event of layoff or discharge of a steward, the Regional Council 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.

Section 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 Regional Council is given prior notice of the transfer.

Section 4. **STEWARD PLACEMENT**

(a) The Union has the right to appoint a job steward from among the Contractor's employees employed on the project. If the Union has evidence that the Contractor has recently engaged or is engaging in serious violations of the Agreement, the Union shall have the right to select a steward from sources other than the Contractor's employees on the project, provided that the Union notifies the Contractor in writing, in person or at his place of business, of its intent to place a steward, the identity of the steward, the location of the project and the alleged serious violations of the Agreement at least twenty-four (24) hours in advance of the placement of the steward.

(b) If the Contractor objects to the placement of the steward he shall have the right to convene a special Joint Committee as provided below, to determine whether the Union has evidence of serious violations of the Agreement as set forth in paragraph (I). In order to convene such Committee, the Contractor shall notify the Union and the WWCCA within seventy-two (72) hours of receipt of the Union's notice of steward placement of the Contractor's objection to such placement. This notification shall be confirmed in writing to the Union and the WWCCA.

(c) The Committee shall be composed of disinterested persons with two labor representatives selected by the Southwest Regional Council of Carpenters, two management representatives selected by the WWCCA, and a neutral arbitrator. The parties shall maintain lists of ten representatives of labor, ten representatives of management, and five neutral arbitrators to serve as a panel, from which Committee members shall be selected.

(d) The Committee shall be convened within five (5) working days after receipt by the Union and the WWCCA of the Contractor's objection to the steward placement and render a bench decision. The 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 committee is unable to reach a majority vote, the arbitrator shall render the deciding vote. A quorum shall consist of one representative selected by the WWCCA and one representative selected by the Union. If a quorum is not present, a bench decision will be rendered by the neutral arbitrator.

(e) The Committee shall determine whether the Union has evidence that the Contractor has engaged or is engaging in serious violations as set forth in paragraph (2). The Union shall have the burden of proving that it has evidence of said serious violations. The determination of the Committee shall be by majority vote as provided in paragraph (d) above. The Committee's decision shall be final and binding. The decision of the Committee shall be confirmed in writing to the Contractor and the Union. Should a Contractor fail to abide by the Committee's decision, the Union shall have the right to exercise its legal and economic remedies.

(f) The losing party shall bear all costs of the proceedings.

ARTICLE X EXISTING AND OTHER AGREEMENTS

Section 1. All existing labor agreements between the Contractors and the Union, covering the type of work covered by this Agreement, are automatically canceled and superseded by this Agreement.

Section 2. It is agreed that any contractor accepted for membership into the California Drywall/Lathing Conference of the Western Wall and Ceiling Contractors Association, Inc. shall become a party to this Agreement and, after becoming a party, shall be enti-

tled 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.

Section 3. (a) In the event the Union enters into any other agreement exclusively for the Drywall/ Lathing industry with other employers or employer associations in the area which shall have terms more favorable to such employers or employer associations and the members there of than this Agreement, at the option of the WWCCA, the WWCCA may adopt such Agreement which will supersede this Agreement.

(b) In the event the Southwest Regional Council of Carpenters establishes Area Agreements as defined herein, which include special conditions for work covered by the Agreement, those special conditions shall be made available to the employer or individual employers who wish to perform the designated work in the same locality as provided for in that immediate Area Agreement. The provisions of this paragraph will not apply to Special Project Agreements which may be negotiated in any area of this Agreement.

(c) The Southwest Regional Council of Carpenters will promptly notify the WWCCA, in writing, of any amendment, modification, exception or addendum to this Agreement which might be negotiated in any area covered by this Agreement between the Southwest Regional Council of Carpenters, an individual employer group, or group of individual employers. The Union shall also promptly notify the WWCCA, in writing, of any amendment, modification, exception or addendum to this Agreement which might be negotiated in any area covered by this Agreement between the Southwest Regional Council of Carpenters, an individual employer or group of individual employers. The Union shall also promptly notify the WWCCA before the Union enters into any negotiations with any other employer or groups of employers regarding work covered by this Agreement. The Southwest Regional Council of Carpenters will promptly notify the WWCCA, in writing, of any Area Agreement which might be negotiated in any area covered by this Agreement.

(d) It is understood by the Contractors and the Union that there may be other agreements pertaining to the rental and use of construction equipment and the Contractors signatory to this Agreement may also be signatory to agreements between other organizations with the Union.

(e) This Agreement shall be deemed to be executed when the parties signing shall have affixed their signatures hereto. Before accepting as an affiliate or issuing a charter to a Local Union in the Area here defined, the Union shall require a condition of such affiliation that said Local Union is bound by the terms hereof.

Section 4. Each Contractor 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 Contractor 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 contractor 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 contractor'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 VIII of this Agreement.

Section 5. To the extent permitted by law, no sale, merger, consolidations, transfer, or arrangement for benefit of creditors, whether such is by operation of law or otherwise, shall be recognized unless and until all financial obligations of the signatory contractor due under this agreement are paid in full. Financial obligations shall include but not be limited to all wages, all Trust Fund contributions, and all outstanding monies due pursuant to awards of the Joint Adjustment Board or arbitrator. The Union shall not be required to recognize any new or changed entity unless and until the above obligations are met.

Section 6. **WORK PRESERVATION** (Preservation of Unit Work)

(a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to pre-

vent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under his own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any legally sufficient degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

(b) All charges of violations of paragraph (a) of this Section, shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article VIII of this Agreement. As a remedy for violations of this paragraph the arbitrator (or arbitration body) provided for in Article VIII is empowered at the request of the Union, to require an employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected Joint Trust Funds established by this Agreement and any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy available to the Union for violations of this paragraph; nor does it make the same or other remedies unavailable to the Union for violation of this paragraph; nor does it make the same or other remedies unavailable to the Union for violations of other paragraphs of this Agreement.

(c) If, as a result of violations of this paragraph, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with paragraph (b) above, or to defend any action which seeks to vacate such award, the employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

(d) If this Article is declared to be unlawful, the parties will negotiate similar language that will give the Unions equivalent protection.

(e) This paragraph will apply only to the following type of work. All work covered by Article I of the

Southwest Drywall/Lathing Master Agreement including Exterior Insulation Finish Systems (EIFS), pre-cast concrete or panel systems, the installation, carrying, transportation, handling, stocking, and scraping 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.

Section 7. **VOLUNTARY RECOGNITION AGREEMENT**

The Drywall/Lathing Conference of the Western Wall and Ceiling Contractors Association, Inc. ("Association") and the Union agree as follows:

(a) On behalf of each individual Contractor signatory hereto, the Association, having received from the Union a demand or request for recognition as the majority representative of the unit employees covered by this collective bargaining agreement; and having been presented, or having been offered to be presented with, by the Union, proof that the Union has the support of, or has received authorization to represent, a majority of the unit employees covered by this collective bargaining agreement; hereby expressly and unconditionally acknowledges and grant, on behalf of itself and each of its members in their individual capacities, recognition to the Union as the sole and exclusive collective bargaining representative of the unit employees covered by this collective bargaining agreement, pursuant to Section 9 (a) of the National Labor Relations Act, as amended, and agrees not to make any claim questioning or challenging the representative status of the Union.

(b) This Recognition Agreement is not superseded by the Master Agreement that has been executed by the Association and the Union.

(c) The Association and the Union agree that this Recognition Agreement shall be enforceable through the Grievance and Arbitration Procedure set forth in the Master Agreement, and the parties waive any right to file representation petitions with the National Labor Relations Board during the term of the current

Master Agreement and any extensions, amendments and/or successor agreements.

(d) The Association agrees that the Union does not violate Article III of the Master Agreement or any other provision of the Master Agreement by negotiating or executing Voluntary Recognition Agreements with the individual members of the Association.

(e) This Recognition Agreement is freely executed by both parties without any threats, coercion or restraint.

Section 8. **WORK OUT OF AREA**

For all contractor members of the Drywall/Lathing Conference of the Western Wall and Ceiling Contractors Association, Inc. or other contractors signatory to this Agreement who perform any work during the term of this Agreement or any subsequent agreement within the geographical jurisdiction of the Southwest Regional Council covered by the Southwest Drywall/Lathing Master Agreement, and who undertake covered work in the Twelve Southern California Counties, 46 Northern California Counties, Arizona, Nevada, New Mexico, West Texas and Colorado, such work shall be performed under the terms and conditions of the current Drywall/Lathing Master Agreement.

ARTICLE XI JOB REGISTRATION

Section 1. Each Contractor shall notify the Union, on a uniform job registration form to be provided by the Contract Administration Committee, using the online web page or in writing of the location of each job on which he will be performing work covered by this Agreement. Such notice shall be given at least 48 hours prior to the commencement of work and shall contain all the information required by the Contract Administration Committee. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Contractor shall notify the Union by telephone or fax giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Contractor to the Contract Administration Committee within 48 hours thereafter. The Union may withhold or withdraw workers from the Contractor for failure to comply with this Section 1.

Section 2. In the event an employer takes over the performance of the contract covered by the terms

of this Agreement for another employer, the successor employer shall notify the Contract Administration Committee 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 contractor to claims for any delinquent fringe benefits of the predecessor contractor through the grievance procedure in addition to any other claims which may arise because of such failure.

ARTICLE XII DRYWALL / LATHER APPRENTICE PROGRAM

Section 1. The Employers and the Union, recognizing the need for a skilled work force, shall maintain a recognized and approved apprenticeship and education program. Said program will be organized and operated in full compliance with the Shelly-Maloney Act of the State of California.

Section 2. A local Joint Apprenticeship and Training Committee comprising equal representation from the employers and the Union shall administer the apprenticeship and training program in accordance with local working conditions and Article XII, Section 1 of this Agreement. The WWCCA shall appoint the employer representatives, and the Executive Secretary of the Regional Council shall appoint the labor representatives of the Joint Apprenticeship and Training Committees.

Section 3. Employers shall contribute into the appropriate trust fund account an amount set forth in Article XX, Section 6 for each hour worked by all employees covered under this Agreement. Said contributions are to be used to fund the training program.

Section 4. Wages, fringe benefits, and other terms and conditions of employment of apprentices and/or trainees shall be in accordance with this Agreement.

Section 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 Apprenticeship and Training Trust Fund to be used solely and exclusively for the purposes specified in the Trust Agreement applicable thereto.

Section 6. The parties to the Agreement herewith

impose a mandatory duty on each employer to abide by the Apprenticeship Committee and approved under the provisions of the Shelly-Maloney Act of the State of California.

Section 7. The ratio of apprentices to journeymen shall be one (1) apprentice for the first two (2) journeymen after the foreman and an additional apprentice for every three (3) journeymen thereafter.

Section 8. There is established by this Agreement a Southern California Drywall/Lather Apprentice Advisory Committee. This Advisory Committee shall be comprised of a management member, a labor member from the Joint Apprenticeship/Training Trust, a representative of the Western Wall and Ceiling Contractors Association, and a representative of the Southwest Regional Council of Carpenters. The purpose of the Advisory Committee is to meet on a regular basis, to exchange information, to coordinate mutual endeavors, and to promote uniformity of Apprentice Programs throughout the State of California.

Section 9. The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in full conformity with Section 1777.5 of the Labor Code of the State of California governing employment of apprentices upon public work.

Section 10. **PRE-APPRENTICE**

There is established a classification of pre-apprentice.

(a) Hiring of pre-apprentices is the prerogative of the Employer. The Employer assumes responsibility for recruiting the pre-apprentice and/or may draw upon any existing pool maintained by the Regional Council. Hiring of pre-apprentices will be regulated by the current Hiring Hall procedures set forth in Article II.

(b) The Employer may employ one pre-apprentice for every two (2) apprentices employed.

(c) If an apprentice is not available when requested by the Employer, a pre-apprentice may be used instead.

(d) Pre-apprentices shall work under the supervision of the Carpenter Foreman and the work they perform will be incidental to the work normally performed by journeymen or Carpenter apprentices.

(e) Pre-apprentices shall upon accumulation of 500 hours of "On the Job Training" become an apprentice.

(f) The Employer shall notify the Apprenticeship office no later than the tenth day of each month, the number of hours worked by the pre-apprentice in the previous month.

Section 11. The parties agree that the Carpenter Joint Apprenticeship and Training Committee will establish training programs for the upgrading of journeymen. The Committee is further directed to establish any trainee program as required.

ARTICLE XIII REDUCTION IN HOURS

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

Section 2. Notwithstanding any other provision of this Agreement, the workday and workweek shall comply with the provisions of the applicable area Master Labor Agreement.

ARTICLE XIV TRUST FUNDS AND COMMITTEES

Section 1. The Contractor shall make hourly contributions in accordance with the terms and provisions of the Agreement referred to as the Master Labor Agreement between United General Contractors, Inc. and the United Brotherhood of Carpenters and Joiners of America, dated July 1, 2012, and any renewals or subsequent Master Labor Agreements, and the Agreements establishing: (1) the Southwest Carpenters Health & Welfare Trust, dated February 8, 1955; (2) the Southwest Carpenters Pension Trust, dated September 14, 1959; (3) the Southwest Carpenters Training Fund, dated May 1, 1960; (4) the Southwest Carpenters Vacation Trust, dated April 1,

1962; (5) the Carpenters-Contractors Cooperation Committee, dated October 1, 1986; (6) The Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., dated November 29, 1983; and any amendments, modifications, extensions, supplementations and renewals of such Agreements and the Trust Agreements and any agreements establishing other benefits or plans negotiated by the Carpenters Unions and the Contractor Association signatory to such Master Labor Agreement.

Section 2. The Contractor agrees to pay the Southwest Carpenters Pension Trust, the Southwest Carpenters Health & Welfare Trust, the Southwest Carpenters Training Fund, the Southwest Carpenters Vacation Trust, the Carpenters-Contractors Cooperation Committee and the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., the sums in the amounts and manner provided for in the Master Labor Agreement and further agrees to be bound by the Trust Agreements, By-Laws and Rules and Procedures adopted by the Trustees and Directors of the Trust Funds and Committee(s) referred to herein, and all amendments, modifications, extensions and renewals thereto.

For purposes of convenience only, a schedule of such contributions is set forth in Article XX of this Agreement.

Section 3. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Trust Agreement establishing the Southwest Carpenters Pension Trust, the Agreement establishing Southwest Carpenters Health & Welfare Trust, the Agreement establishing Southwest Carpenters Vacation Trust, the Agreement and Declaration of Trust establishing the Southwest Carpenters Training Fund, and the Carpenters-Contractors Cooperation Committee By-Laws and the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., along with representatives designated by the Residential Contractors Association and representatives of the United General Contractors, Inc., as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement and Trust Agreements and By-Laws.

Section 4. **SUPPLEMENTAL DUES**

(a) Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his

employees written authorization to do so, deduct the sum of one dollar and thirty cents (\$1.30) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid to the Vacation Trust by this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing July 1, 2012 as Special Supplemental Dues. In implementing the foregoing the Carpenters Southwest Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies.

(b) Said Supplemental Dues shall be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the Southwest Carpenters Vacation Trust (Vacation Trust). All sums deducted by the Employers pursuant to the provision of this Article shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article shall, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been furnished, and shall be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of either the Agent or the Vacation Trust. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, shall have revoked such authorization.

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

Section 1. Each Contractor shall, effective July 1, 2012, contribute the sum of twenty (\$0.20) cents per hour for each hour paid for or worked by employees performing work covered by this Agreement to the Western States Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., also known as the Contract Administration Committee (herein "CAC") and such contributing Contractor agrees to be bound by all of the provisions of the By-Laws and Articles establishing the Contract Administration Committee, as amended, as such may from time to time be amended or supplemented. These funds shall be utilized by the CAC to administer and enforce the provisions of this Agreement.

Section 2. The CAC shall endeavor to employ persons in the capacity to 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 properly within the area of coverage of this Agreement and gather information from any employee, employer, Union representative or employer association or representative covered by the Agreement.

The field investigators shall assist in the enforcement of the Job Registration requirements, including verification of registered and non-registered job sites with footage and man hour estimates in connection therewith. Field investigators of the CAC shall also investigate complaints arising in connection with the Incentive Pay Provisions of this Agreement and report to the CAC such complaints.

Section 3. In addition to the above specified areas of responsibility, the CAC 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 to this Agreement. The CAC shall file charges with the Joint Adjustment Board in connection with the evidence of alleged violations of the Agreement with respect to job registration requirements, reporting of hours and payment of proper Trust Fund contributions and Uniform Drywall Bond requirements.

ARTICLE XVI AUDIT AND CONTRACT ENFORCEMENT

Section 1. Each individual Contractor shall maintain and make available upon written request by the Contract Administration Committee ("CAC") to auditors designated by said CAC all records of all firms believed to be compensating Drywall employees covered by this Agreement in which he or it 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 Contractor during business hours at a reasonable time or times to examine and copy such books, records, papers, or reports of such individual Contractor as maybe necessary to determine whether or not the individual Contractor 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, workers' 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. Such records shall be made available at the Contractors' local office in the twelve Southern California Counties, or, if the Contractor does not maintain a local office, at the office of the Trust Fund.

Section 2. In case an individual Contractor audited by the CAC is found to have materially breached the Agreement in the amount or manner of making contributions to the Trust Funds required under the Agreement, such individual Contractor shall be liable for the expenses of such audit, all expenses of collection as well as reasonable attorneys' 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.

Section 3. In case an individual Contractor fails or refuses to submit to audit or fails or refuses to confirm an audit appointment within seven (7) days following demand, the CAC 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 VIII 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 limits of Los Angeles, 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 Contractor refuses audit entry as required by this Agreement, and if an action is filed to complete audit entry, the individual Contractor 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.

Section 4. In addition the Regional Council shall have the right to withdraw employees and refuse to dispatch workers to any individual Contractor who refuses audit entry within seven (7) calendar days or who refuses to make available relevant records necessary for the completion of the audit.

Section 5. The CAC shall submit evidence of any alleged violation of this Agreement to the Western Wall and Ceiling Contractors Association and the Southwest Regional Council of Carpenters, and 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 Contractor or an individual worker.

Section 6. In case the auditors designated by the Board of Trustees conduct an audit and determine that a Contractor 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 including any remuneration or compensation not permitted in this Agreement from whatever information is available. This amount determined to be the gross compensation, when divided by the appropriate hourly wage, exclusive of vacation and other fringe benefits, and then multiplied by the appropriate hourly fringe benefit contribution rate according to this Agreement, shall be considered due the respective Trust Funds.

The failure to register jobs as required by Article XI, Section 1 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 Articles XII, XIV, XV, XVIII and XX 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 Contractor 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 Contractor 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.

Section 7. The failure to register jobs, 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 CAC field personnel as to their estimate of the hours that should have been paid on the particular job or jobs. Such estimate 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 XVII PIECE WORK INCENTIVE STANDARDS

Section 1. For work on, and only on, wood-frame residential construction including motels and convalescent homes, an individual Contractor may compensate drywall installers performing work under this Agreement in accordance with the Piece Work Incentive Standards applicable to the particular Regional 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 Piece Work Incentive Pay Standards result in the payment to any employee performing work covered by this Agreement a wage or remuneration which is less than the hourly scale provided for in this Agreement; and

(b) That in no event shall the application of Piece Work Incentive Pay Standards result in violation of

the hours of work or overtime provisions of this Agreement; and

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

(d) That in no event shall the application of Piece Work Incentive Pay Standards diminish the role of the Southwest Regional Council of Carpenters 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 Contractor 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 Fund, 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 the Agreement and shall be deemed the amounts owed to the Trust Funds. If the auditor determines that employees actually worked more than the hours reported, additional wages may be due as well as fringe benefits.

Section 2. Piece Work is prohibited on all phases of lathing work including all lathing operations involved in residential construction.

Section 3. Effective July 1, 2012, for work on wood framed residential construction, the hourly rate shall be \$21.00 per hour plus fringe benefit contributions as provided for in this Agreement.

ARTICLE XVIII
WESTERN WALL AND CEILING CONTRACTORS
INDUSTRY ADVANCEMENT FUND

The Contractors have established an industry promotion fund, known as the Western Wall and Ceiling Contractors Industry Advancement Funds (Herein "Fund") to promote the use of industry products and to seek ways to benefit and enhance the industry. Signatory contractors agree to contribute to the Fund fifteen cents (\$.15) per hour for each hour worked by employees covered by this Agreement for this purpose. By execution of this Agreement the Contractor agrees to accept and be bound by the provisions of the Western Wall and Ceiling Contractors Industry Advancement Funds (WWCCA IAF) as established and as it may be amended from time to time in accordance with its terms. The Union is neither party to nor plays any role in the establishment, maintenance or administration of the Fund, provided, however, that Fund representatives agree to meet with authorized Union representatives for the purpose of reporting and discussing the activities of the Fund, to ensure that the Fund is being operated in accordance with the principles for which it has been established.

ARTICLE XIX
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 the 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 promptly enter into lawful negotiations concerning the substance of that provision.

It is the intent of the parties of 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 XX WORKING CONDITIONS

Section 1. HOLIDAYS

The following holidays shall be observed on the date designated by Federal Law:

- | | |
|---------------------|-------------------------------|
| 1. New Years Day | 5. Veterans Day |
| 2. Memorial Day | 6. Thanksgiving Day |
| 3. Independence Day | 7. Day after Thanksgiving Day |
| 4. Labor Day | 8. Christmas Day |

If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. If Christmas or New Years should fall on Saturday, the Friday preceding shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

Section 2. WORKDAY

(a) Eight (8) consecutive hours, exclusive of one-half (½) hour meal period, between 7:00 a.m. and 5:00 p.m. shall constitute a day's work unless otherwise agreed upon by the parties hereto. All other hours worked shall be governed by sub-sections (b) through (f), and Section 4, Special Shifts. The Contractor may utilize a one-hour meal period, providing he has obtained written permission from the Local Union having area jurisdiction of the work being performed. No person shall be required to work more than five (5) consecutive hours without a one-half (½) hour meal period. Forty (40) hours, Monday 7:00 a.m. through Friday 5:00 p.m. shall constitute a week's work except as provided under Article XIII hereof. Upon mutual agreement confirmed in writing between the Contractor and the Regional Council, an eight-hour work day may be established utilizing a time prior to 7:00 a.m. which will be paid at the straight time rate.

(b) Overtime shall not be worked unless an emergency exists and unless the Contractor obtains a written permit from the Regional Council having jurisdiction over such work in advance of beginning work on an overtime basis. The overtime permit shall be posted on the job. All overtime shall be paid on the basis of full hours.

(c) Overtime worked on Saturdays shall be paid

at time and one-half for eight hours; overtime worked beyond eight hours shall be paid at double time. Overtime worked on week days shall be paid at time and one-half after eight hours; overtime worked beyond twelve hours shall be paid at double time. All work on Sundays and Holidays shall be paid at double time.

(d) Piecework rates shall be paid at one and one-half and/or double the piecework rate as set forth above.

(e) Makeup days, whole days only, shall be permitted on Saturdays at the straight time rate with prior approval of the Union. Makeup days will be allowed for inclement weather and other conditions beyond the control of the Contractor. Work by employees on Saturday make up days shall be voluntary.

Section 3. **SPECIAL SHIFTS**

(a) When so elected by the Contractor, multiple shifts may be worked for five or more consecutive days, provided that the Union is notified 48 hours in advance of the effective date of the starting of such multiple-shift operations. In no event shall the regular working hours of separate shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one hour.

(b) If the Contractor elects to work the day shift between 7:00 a.m. and 5:00 p.m., that shift shall work eight consecutive hours exclusive of meal period. Second or third shifts shall work eight consecutive hours exclusive of meal period, for which each employee shall receive eight hours' pay straight-time rates, Monday through Friday.

(c) The Contractor may regulate the starting time of the two-shift operation to permit the utilization of daylight hours by starting the first shift prior to 7:00 a.m. and each shift shall work eight consecutive hours exclusive of meal period, for which time employees on each shift shall receive eight hours' pay at the straight-time rate, Monday through Friday.

(d) When maintenance, suite development, or remodeling work cannot be performed on a regular dayshift because establishments cannot suspend operations, with the approval of the Union, a special single shift may be employed Monday through Friday, and employees on this shift will work eight consecutive hours exclusive of meal period, for which they will

receive eight hours pay at the straight-time rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work.

(e) On a three-shift operation, Friday graveyard shift ending on or before 8:00 a.m. Saturday morning will be considered Friday work. The Saturday graveyard shift ending on or before 8:00 a.m. Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on or before 8:00 a.m. Monday will be considered Sunday work.

(f) Any time worked from Saturday 8:00 a.m. to Monday 7:00 a.m. or on Holidays or in excess of the regular shift hours shall be paid for at the applicable overtime rate, except as provided above. Overtime rates shall not be paid on shift premium pay.

(g) The Contractor and the Union may mutually agree, in writing, upon different starting and quitting times for any of the shift arrangements provided under Section 3, Special Shifts.

(h) An individual Contractor may establish a workweek of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours and on Fridays, Saturdays, Sundays and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall be ten (10) consecutive hours of work, exclusive of meal period, and shall constitute a shifts work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 workweek, except as may be changed by mutual agreement. Twenty four (24) hours prior to instituting a 4 x 10 shift the Employer shall notify the Regional Council.

Section 4. **PAYMENT OF WAGES**

(a) Workers ordered by the Contractor or his representative to report for work for whom no employment is provided shall be entitled to two (2) hours pay and trust fund contributions except where prevented from working by inclement weather or other acts of God.

(b) Workers discharged for inefficiency on the first day, or thereafter for insubordination or intoxication, or under the influence of drugs, or willful disregard of safety rules or workers who quit the job vol-

untarily, shall receive pay for hours worked only.

(c) An employee reporting for work for whom work is provided, who is laid off for lack of work, shall receive at the applicable hourly rate, not less than four hour's pay; six hours' pay if more than four hours are worked; eight hours pay if more than six hours are worked.

(d) Workers laid off or discharged shall be paid in full at the time of layoff or discharge. Except for delays in delivery of paychecks beyond the control of the employer, the workers shall be entitled to waiting time from the time of lay-off or discharge until all monies are collected or awarded by the Joint Adjustment Board. For matters of computation, collection shall be based on an eight-hour day on a day-to-day basis including the first Saturday, Sunday and/or Holiday following layoff or discharge. This Article shall not preclude the right of any person to seek or pursue any legal remedy available to him.

(e) An 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. No employee shall be discharged except for just cause.

(f) Parking expense shall be reimbursed when free parking does not exist within three blocks of the job site, providing the employee presents his parking receipts to the Contractor.

(g) All wages due must be paid weekly on the designated day by the Contractor on the job site prior to the end of the shift. Contractors may pay employees utilizing direct deposit as provided under California law. Each employee shall be furnished with a detachable check stub showing the Contractor's name and address, the employee's name and social security number, total straight time hours, total over-time hours, total expense reimbursements, the payroll period, month, day and year for which the check is applicable, and all deductions. The Contractor shall maintain an adequate time record identifying the individual worker and setting forth a daily record of hours worked by each such worker. The employee will not be required to sign a waiver of lien to receive his current wages. Except for delays in delivery of pay check beyond the control of the Contractor, employees not receiving wages on a designated pay day shall receive straight-time wages for waiting time for all days at eight hours per day regardless of the day

of the week, in addition to his regular wages for hours worked. No employee or applicant for employment shall be required to sign or fill out any form, document, or questionnaire pertaining to medical history or medical conditions as a condition of obtaining or retaining employment.

(h) After the first known payroll check has not properly cleared the bank, the union may demand that all future payment of wages shall be made by certified check until financial stability is demonstrated to the Union. In either case, the accompanying payroll records shall be included. The Union has the obligation to notify the Contract Administration Committee, as well as all other trust funds, of the name of any contractor whose payroll checks are not honored by his bank.

(i) 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 below the minimum established for this Agreement provided he shall have first obtained written permission from his Local Union and the rate set shall be subject to the approval of the Regional Council of the county in which he is employed.

Section 5. **GENERAL PROVISIONS**

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

(b) Employee's vehicles shall not be used for transportation of materials or tools owned by or subject to the control of the Contractor exceeding fifty (50) pounds.

(c) The documents which the Contractor must provide to an auditing firm pursuant to Article VII, Section 6, shall include all documents set forth in Article XVI, Section 1.

(d) Mileage and/or subsistence payments will be made in accordance with the Carpenters Master Labor Agreement. Currently subsistence has been eliminated in all areas with the following exceptions: a.) Room and Board will be provided for employees working on the off shore islands; b.) Room will be provided if employees are required to stay overnight.

Section 6. **WAGE AND CONTRIBUTION SCHEDULE**

(a) Contractors employing Drywall Carpenters shall contribute to the Southwest Carpenters Trust Funds and the following rates shall apply:

Journeyman Drywallers Effective 7/1/2012

Wages	\$37.35
Pension	3.66
Health & Welfare	5.45
Industry Fund	15
Contract Administration Committee	20
Vacation / Supplemental Dues	3.30
Apprenticeship	42
Cooperation Committee	17
Total	\$50.70

Foreman: \$3.00 per hour over journeyman rate.

- See San Diego County Appendix for rates applicable to work performed in San Diego County.

The following wage increase shall take place:

July 1, 2013	\$1.50
July 1, 2014	\$1.75
July 1, 2015	\$2.00

Wage increases to be allocated by the Union. In addition, the Union reserves the right to reallocate wages or benefit contributions among wages and the various funds upon thirty days notice with the understanding that benefit contributions will not be effectuated if the Trustees of the affected Fund object. This would apply to all Funds, or any new Funds, with the exception of the contribution to the Industry Fund.

In addition, if the reserves of the Health and Welfare Trust Fund fall below a level to be agreed to by the Trustees, there shall be a sufficient allocation of future wage increases, or a reallocation of one dollar, or a portion thereof, of the vacation contribution back to the health and welfare contribution in order to maintain Trust reserves.

The contribution to the Southwest Carpenters Vacation Trust will include one dollar thirty (\$1.30) cents per hour to cover Supplemental Dues/Vacation or the amount of the Supplemental Dues contribution, as changed from time to time.

Contractors agree to pay 17¢ cents per hour for each hour worked by employees performing work covered by this Agreement to the Carpenters-Contractors Cooperation Committee pursuant to Article XXIV of the United General Contractors Master Labor Agreement, which states:

(b) It is agreed that the rates of contributions to the Vacation, Apprenticeship, Health and Welfare, and Pension Funds shall be changed to conform, on the same effective dates, with the rates in the United General Contractors Master Labor Agreement.

(c) The parties have agreed to establish a classification of Carpenter Craft Assistant. The wages and work jurisdiction of this classification shall be set forth in a Carpenter Craft Assistant Agreement. That agreement shall be available to all contractors signatory to this Agreement.

(d) No Contractor will agree to pay or provide any more favorable conditions to his employees with any union covering the work as defined in Article I of this Agreement than the conditions set forth in this Agreement.

(e) Drywall/Lather Foreman. The Foreman shall receive the Foreman Wage Rate specified in the Wage and Contribution Section of the contract for the geographical area involved in addition to the benefits outlined in that section. Where there are four (4) employees under this Agreement working on a job, one such employee shall be designated a foreman. The Foreman shall be required to maintain time records of the job at all times.

(f) Any payment made to any employee which results in an hourly rate in excess of the contract rate shall first require written notice to the Regional Council in the area where the Employer maintains his office. In the event the Contractor fails to register the excess rate of any employee working under this Agreement the Union reserves the right to compute the employee's wage rate by dividing the gross weekly payroll check of the employee by the established contract hourly rate. Such computation will establish the number of hours worked for the purpose of over-time computation.

(g) Drywall/Lather Apprentices. A three (3) year, 4,800 hour, apprenticeship program is established for the Twelve Southern California Counties. Drywall/Lather apprentices shall receive the following percentage of the journeyman Drywall/Lather rates as

outlined in the schedule of wages and contributions as approved by the Local Joint Apprentice Committee.

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
Pre-Apprentice	500	35%	13.07	0
1st Period	600	40%	14.94	(1)
2nd Period	600	50%	18.68	(1)
3rd Period	600	60%	22.41	(2)
4th Period	600	65%	24.28	(3)
5th Period	600	70%	26.15	(3)
6th Period	600	75%	28.01	(3)
7th Period	600	80%	29.88	(3)
8th Period	600	90%	33.62	(3)
Journeyman		100%	37.35	(3)

Each period equals 600 OJT hours and the required number of hours of related and supplemented instruction per the Apprenticeship Standards.

Contribution Schedule

- (0) Vacation/ Supplemental Dues * \$1.30
- (1) 1st and 2nd Period Apprentice-Health & Welfare, Vacation/Supplemental Dues * \$2.30 Drywall/Lathing Apprenticeship.
- (2) 3rd Period Apprentice-Health & Welfare, Vacation/Supplemental Dues * \$3.30, Drywall/Lathing Apprenticeship.
- (3) Pension, Health & Welfare, Vacation/Supplemental Dues * \$3.30, Drywall/Lathing Apprenticeship, Industry Fund, contract Administration committee, UGC Cooperation Committee.
- (h) Plasterers (Wet Wall Finishers) Apprentices. A four (4) year, 6,811 hour, apprenticeship program is established for the Twelve Southern California Counties. Plasterer apprentices shall receive the following wages and benefits as outlined in the schedule of wages and contributions as approved by the Local Joint Apprentice Committee.

PERIOD	HOURS	WAGE	BENEFIT CODE
1st Period	1-852	17.54	(1)
2nd Period	853-1987	19.67	(3)
3rd Period	1988-3406	22.87	(3)
4th Period	3407-4825	26.08	(3)
5th Period	4826-5960	29.29	(3)
6th Period	5961-6811	32.50	(3)
Journeyman		37.35	(3)

Each period equals 600 OJT hours and the required number of hours of related and supplemented instruction per the Apprenticeship Standards.

- (1) Health & Welfare, Vacation/Supplemental Dues * (\$2.30) Apprenticeship (\$0.50).
- (3) Pension, Health & Welfare, Vacation/Supplemental Dues * (\$3.30), Apprenticeship (\$0.50), Industry Fund, Contract Administration Committee, UGC Cooperation Committee.

(i) Stocking and Scrapping. Employees employed to do stocking and scrapping covered work on drywall jobs shall be paid a base wage rate of ten dollars (\$10.00) per hour and, in addition, shall have Health and Welfare, Vacation/Supplemental dues (\$2.30) and Drywall Apprenticeship Fund (\$0.42) contributions made on their behalf as provided for in Section 6 of this Article.

Stocking and scrapping is the placement and moving of materials at construction job sites for work which falls within Article I of this Agreement, including the movement from the site of delivery on the job to the point of the job where the work is to be performed, moving materials at job sites, disposal of scrap at the job site, scraping of floors at the jobsite, and doing general cleanup work at the job site. 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 measure 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.

*Vacation/Supplemental Dues is taxable income.

(i) Los Angeles Certified Welders shall receive a premium of \$1.00 per hour when performing welding requiring certification.

ARTICLE XXI CARPENTERS-CONTRACTORS COOPERATION COMMITTEE

Section 1. The parties to this Agreement have established the Carpenters-Contractors Cooperation Committee for the purposes of protecting, improving and advancing the interests and welfare of Contractors and employees working within the unionized segment of the Carpenters construction industry. Each signatory member of the Association and those individual employers who are obligated to contribute under a collective bargaining agreement with the Union shall contribute, during the term of this Agreement, the sum designated in Attachment 1 to the Carpenters-Contractors Cooperation Committee dated October 1, 1986, and further agrees to observe and be bound by the actions and determinations of the Board of Directors of said Committee.

Section 2. In case the auditors for the Board of Trustees conduct an audit and determine that a Contractor has violated the provisions of this Agreement for hours worked (or paid for), in his method of computation of contributions, 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, or in case the gross compensation not required by this Agreement, divided by the hours reported, exceed the employee's base rate, plus \$3.00 per hour, the following formula shall apply automatically to the entire Carpenters' payroll. For the first violation determined by the auditors for the Board of Trustees, the following formula shall apply only to the employees involved. For the second and subsequent violations determined by the auditors for the Board of Trustees, the following formula shall apply to the entire Carpenters' payroll.

(a) The gross compensation of the employee paid or payable by reason of his work shall be divided by the base rate, i.e., the lowest hourly contract wage rate, including any differentials, for any classification in which the employee worked during the report periods involved in the audit, and the quotient from that calculation shall be multiplied by the applicable rate of Health and Welfare contributions. The resulting sum is owing to and shall be paid to the said Trust. For purposes of this provision, the said quo-

tient shall be deemed to be the number of hours worked by the employee during the report periods involved in the audit.

(b) In case a Contractor, thus audited, fails to comply with the provisions of this Article within seventy-two (72) hours after written notice is sent, via Registered Mail or Certified Mail Returned Receipt Requested by the Trust Office, the Union shall have the right of withholding service from such Contractors until such payments are made.

Section 3. Any Contractor who is audited by the Board of Trustees and concerning whom the Board of Trustees concludes that contributions to said Trust have not been computed or made by him in the manner required by Section two (2) of this Article, shall be liable for the expense of such audit in addition to any other liability set forth under this Agreement or the Agreement an Declaration of Trust establishing the Southwest Carpenters Health and Welfare Trust.

Section 4. Any Contractor shall make available to the Board of Trustees, upon its request, a copy of his Quarterly State Tax Return.

Section 5. The Board of Trustees may authorize the attorneys for the said Trust to sue and attach in connection with delinquent accounts.

ARTICLE XXII WORK PRESERVATION COMMITTEE

The parties will establish a Work Preservation Committee consisting of three representatives designated by the Union and three representatives designated by the Association. The Committee will be authorized to approve modifications to this Agreement on a project-by project or area wide basis for the purpose of increasing the competitiveness of union contractors and preserving work opportunities for union employees and employers. The Committee will also be authorized to adopt rules and regulations governing its operation. Any modifications must be approved by at least one member appointed by management and one appointed by labor.

ARTICLE XXIII ANNUITY PLAN

The parties will request that the Carpenters Southwest Administrative Corporation take the necessary steps to establish an annuity plan, including necessary IRS approvals and development of rules and regulations governing the Plan for Carpenters

working under this Agreement. The Union reserves the right to allocate future wage increases to such an annuity plan once it is established.

ARTICLE XXIV TERM OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect without change or modification to and including June 30, 2016. The Agreement shall continue to remain in full force and effect from year to year thereafter without change or modification, unless one of the parties hereto gives written notice to the other party for proposed changes or modifications at least sixty (60) days, but in no event more than ninety (90) days prior to June 30, 2016 or June 30 of any succeeding year. Notice under this Article XXII shall be written from one party to the other; mailed postage prepaid, certified or registered mail.

Negotiations upon proposed modifications or amendments pursuant to proper notice shall, unless extended by mutual agreement, begin not later than May 15 or not later than June 15 of any subsequent yearly period, and continue until agreement is reached; provided, however, if no agreement is reached by June 30, 2016 or June 30 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.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers. To implement the intent of this paragraph, the parties to this Agreement hereby establish a committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Western Wall and Ceiling Contractors Association, Inc. This committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the

Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

DATED: July 1, 2012

**SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS**

BY: /s/ Mike McCarron
Mike McCarron, Executive Secretary
Treasurer

**WESTERN WALL & CEILING CONTRACTORS
ASSOCIATION, INC.**

BY: /s/ Darryl Wimberly
Darryl Wimberly, President

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**APPENDIX-SD
SAN DIEGO COUNTY**

1. Area of Agreement

This Appendix modifies the Southwest Drywall/Lathing Master Agreement as it applies to work in San Diego County. All terms of the Master Agreement apply to San Diego County except as specifically modified herein. This Appendix shall apply to San Diego County and San Clemente Island.

2. Work Coverage.

This Agreement shall cover all jobsite drywall and lathing work within the jurisdiction of the United Brotherhood of Carpenters as that work is described in the Southwest Drywall/Lathing Master Agreement. This Agreement shall also cover drywall finish and wet wall finish and all other work as specified in Article I. This Agreement shall also cover all work in connection with self supporting scaffolds or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling, and the operation of all equipment, including lifts and other mobile equipment used in connection with this work. Scaffold erected and dismantled by the contractor, shall be the work of the Carpenters.

3. Fringe Benefits.

Pension	\$ 3.66
Health & Welfare	5.20
Vacation/Supplemental Dues*	2.30
Apprenticeship & Training Trust	.42
Contract Administration	.20
Industry Fund	.10

Fringe benefit contributions for Wet Wall Finishers (Plasterers) are the same in San Diego as in the other Eleven Southern California counties. (See Article XX, Section 6)

The Contractor shall during the life of this Agreement maintain benefit contributions to the Funds at the level called for in the Southwest Drywall/Lathing Master Agreement except as modified by agreement of the parties.

*Vacation/Supplemental Dues are taxable income. Effective July 1, 2012, one dollar (\$1.00) of the \$3.30 vacation/supp dues contribution will be paid weekly to employees on their paycheck. An hourly contribution of \$2.30 will be made to the Trust.

4. Holidays

In addition to the holidays recognized under the Southwest Drywall/Lathing Master Agreement, President's Day will be recognized as a holiday.

5. Make Up Days

Regular work days missed as the result of inclement weather or other causes beyond the control of the Contractor may be made up at the sole discretion of the Contractor on either the Saturday of the Contractors workweek that included the missed workday or on any succeeding Saturday. Make-up days shall not be subject to overtime pay requirements, provided no more than forty (40) hours are worked in Contractors regular work week that included the missed work day.

6. Wages: Levels of Drywall/Lather wages and apprenticeship rates are as follows:

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
Pre-Apprentice	500	35%	9.57	0
1st Period	600	45%	13.31	(1)
2nd Period	600	50%	14.68	(1)
3rd Period	600	60%	17.41	(1)
4th Period	600	70%	20.15	(3)
5th Period	600	75%	21.51	(3)
6th Period	600	80%	22.88	(3)
7th Period	600	85%	24.25	(3)
8th Period	600	90%	25.62	(3)
Journeyman		100%	28.35	(3)

(0) Vacation/Supplemental Dues * (\$1.30)

(1) Health and Welfare, Apprenticeship, Vacation/Supplemental Dues * (\$2.30), Contract Administration

(3) Pension, Health and Welfare, Apprenticeship, Vacation/Supplemental Dues * (\$2.30), Contract Administration.

* \$1.00 of the \$3.30 vacation benefit is to be paid on the weekly check as part of the hourly wage unless and until reallocated by the Union. The rates shown include the \$1.00 vacation benefit. The remaining \$2.30 is paid to the Vacation Fund. The base rate for figuring apprentice percentages is \$27.35 to which is added the \$1.00 from the vacation benefit to establish the rates shown.

The following wage increase shall apply to work in San Diego County:

July 1, 2013	\$1.50
July 1, 2014	\$1.75
July 1, 2015	\$2.00

Wage increases to be allocated by the Union.

7. Foreman

The Foreman on a jobsite shall be paid premium pay of \$3.00 per hour above the Journeyman rate.

8. Stocking and Scrapping.

Employees employed to do stocking and scrapping work on drywall jobs shall be paid a wage rate of Eleven dollars (\$11.00) per hour and, in addition,

shall have Health & Welfare, Apprenticeship, Vacation/ Supplemental Dues \$2.30 and Contract Administration Committee (CAC) contributions made on their behalf as provided for in paragraph 4 of this appendix. The \$1.00 vacation shall be paid on the check on a weekly basis.

APPENDIX A
MEMORANDUM OF UNDERSTANDING DRUG
AND ALCOHOL ABUSE PREVENTION
AND DETECTION

The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual employers may require applicants or employees to undergo drug and alcohol screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises, in the Employer's vehicles, or while working on any site in connection with work performed under the applicable agreement. In addition, alcohol will not be allowed in the Employer's vehicles.

2. Employers may use an on-site Oral Fluid or Urine Test solely as a type of screen for new hires and for probable cause, post accident, follow-up, compliance or conformity testing procedure on current employees. The results of on-site Oral Fluid or Urine testing may not be used as a sole means to establish grounds for denial of employment or as cause for termination.

- The individual dispatched and being screened shall complete an on-site Oral or Urine screening consent form prior to the screening.
- The individual providing specimens for testing shall use standard universal precautions to prevent the spread of infectious disease. As a minimum, protection shall be the use of disposable latex gloves,

- On-site Oral or Urine testing procedures shall be conducted in a manner consistent with the product manufacturers' instructions. Test procedures shall be performed only by the person being tested in accordance with the product manufacturer's specifications.
- A member of management and a designated union representative can witness the on-site Oral or Urine Fluid screening.
- When a dispatched individual successfully achieves a negative test result, from a substance testing perspective, this individual shall be considered eligible for employment.
- When a dispatched individual receives an inconclusive test or positive result, the actual test plate, or photographic record of the inconclusive or positive test result, shall be retained by the individual employer for a minimum of sixty (60) days. These records shall be placed in a sealed envelope, signed by the tested individual, and shall be stored in a secure location separate from the individual's personnel record.
- In the event of a non-negative test result, the individual shall be immediately referred to the nearest clinic for a standard drug or alcohol test as prescribed below. The results of the standard drug or alcohol test shall determine whether the designated employee is hired or retained by the employer.

3. All applicants or newly hired employees are subject to drug and alcohol screening at a facility certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) in accordance with the terms of this Memorandum. The Employer agrees to pay each applicant or employee who takes and passes the drug and alcohol test for all the time it takes to undergo the drug and alcohol screening up to a maximum of two hours travel time plus lab time.

4. Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and/or alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and alcohol screen.

5. The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner and shall utilize the reasonable suspicion checklist and reporting form attached hereto as Appendix A, or a comparable checklist. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

6. An Employer may require that an employee who contributed to an accident be tested for drugs and/or alcohol where the Employer has reasonable cause to believe that the accident resulted from drug and/or alcohol usage.

7. There will be no random drug and/or alcohol testing, including on-site Oral Fluid or Urine Testing, by the signatory Employer.

8. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

9. Drug screening shall be performed at a SAMHSA certified lab. A sufficient amount of a urine sample shall be taken to allow for an initial drug test and a drug confirmation test. The initial test will be by Enzyme Multiplied immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography - Mass Spectrometry (GC/MS). The cut-off levels for both the initial test and confirmation test will be those established by the Substance Abuse and Mental Health Services Administration, as indicated in Appendix B. Any diluted or delayed test shall be a presumed positive result, unless reviewed and overturned by the Medical Review Officer. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

10. Alcohol testing shall be performed at a

SAMHSA certified lab using only approved evidential breath testing devices, or saliva alcohol screening devices listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List. All equipment shall have a quality assurance plan approved by the NHTSA and shall not be used in the event that the device does not meet specified quality controls.

11. Present employees, if tested positive for drugs or alcohol, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.

12. Any dispute which arises under this drug and alcohol policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.

13. If, as a condition of contract award or due to Federal, State, or Governmental Agency requirements, including but not limited to Federal D.O.T. commercial driver drug & alcohol testing requirements, an individual Employer is required to abide by or implement more stringent requirements than set forth in the Memorandum of Understanding, the individual Employer will notify the Union in writing of those requirements.

14. The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

15. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of the Substance Abuse program.

16. This policy will become effective July 1, 2012.

Drug Group	Initial Test ng/ml	Confirmation Test rig/mi
Cannabinoids* (THC)	50	15
Cocaine Benzoylcegonine*	150	100
Amphetanimes* MDMA (Confirmation for MDMA, MDA, MDEA) (Ecstasy)	500 500	250 250
Opiates* Propoxyphene 6-Acetylmorphine Methadone	300** 300 10 300	300** 300 10 300
Phencyclidine* (PCP)	25	25
Benzodiazepine	300	300
Barbiturates	300	200
Alcohol	>0.04% BAC***	>0.04% BAC***

* Cut-off values shall meet or exceed those established by SAMHSA's Mandatory Guidelines for Federal Workplace Drug Testing Programs.

**Includes extended Opiates-Oxycodone, Hydrocodone, and Hydromorphone.

***As per DOT

APPENDIX B RESIDENTIAL CONSTRUCTION

For all drywall hanging and finishing; lathing and plastering, in connection with wood framed construction of single family residences, apartments or condominiums in the Twelve Southern California counties the following provisions shall apply. Except as specifically modified herein, all provisions of the Southwest Drywall/Lathing Master Agreement shall be applicable to such construction.

1. The journeyman wage rate shall be \$21.00 per hour.

2. Fringe benefit contributions shall be at the rate set forth in the Master Agreement.

3. Either party may reopen this Appendix for the purpose of renegotiating wage rates upon sixty days notice prior to June 30 of each year of this Agreement.

Southwest

CARPENTERS

