

**PLASTERING HOD CARRIER AGREEMENT
BETWEEN
CALIFORNIA LATHING & PLASTERING CONTRACTORS ASSOCIATION
AND
NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

**JULY 1, 2010
TO
JUNE 30, 2011**

PLASTERING HOD CARRIER AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between the CALIFORNIA LATHING AND PLASTERING CONTRACTORS' ASSOCIATION, hereinafter referred to as the "Employer", and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Union Nos. 73, 139, 185, 291, 294, 326 & 1130 of Calaveras, San Joaquin, Del Norte, Humboldt, Mendocino, Sonoma, Lake (½), Alpine, Sierra, Nevada, Placer, El Dorado, Amador, Sacramento, Butte, Glen, Colusa, Plumas, Sutter, Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, Yuba and Yolo, Marin, Napa, Lake (½), Solano, Fresno, Kings, Madera, Tulare, Mariposa, Merced, Stanislaus and Tuolumne Counties. This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers.

DUTY JURISDICTION

The Hod Carriers shall mix, transport and handle all mortar, fireproofing, Dry-Vit, and all other materials used by Journeymen and Apprentice Plasterers and Plastering Employers, whether manually or by machine, (whether at the job site or at plant setting). Hod Carriers shall move, handle, build and dismantle all the planking or scaffolds and trestles both inside and outside the buildings. The Hod Carriers shall do the slaking of the lime. The Hod Carriers shall clean all floors of all debris on the inside or the outside of any building and all grounds surrounding any building. The Hod Carrier will maintain all plaster guns. The Hod Carrier shall tend and move all hoses. The Hod Carrier shall drive tool trucks. Any moving or setting up of plaster guns or mixers will be done by the Hod Carrier.

PREAMBLE

WHEREAS, it is the desire of the parties hereto to form an agreement which will establish a relationship, prevent strikes or lockouts, ensure peaceful adjustment and settlement of all grievances, stoppage of work, and tend to stabilize and strengthen the building industry, it is agreed between said parties as follows:

ARTICLE I

Section 1: RECOGNITION OF UNION: The Employer covered hereby recognizes and acknowledges the Northern California District Council of Laborers of the Laborers' International Union of North America, AFL-CIO as the exclusive collective bargaining representative for the employees in the area aforementioned covering the jurisdiction outline in this Agreement. Based upon the presentation of evidence that a majority of the individual Contractor's employees have signed an authorization to have the Union represent them, the Contractor shall execute an acknowledgement to that effect recognizing the Union as the bargaining representative of its employees under 9(a) of the National Labor Relations Act. By virtue of this understanding and agreement, the parties recognize that the Northern California District Council of Laborers of the Laborers' International Union of North America, AFL-CIO is the exclusive representative through majority status as is required by the National Labor Relations Act 9(a).

Section 2: UNION SECURITY & HIRING: Whenever an Employer requires Hod Carriers, he shall notify the office of the Union, either in writing or by telephone, stating the number of Hod Carriers required.

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not members on the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the eighth day following the beginning of such employment, become and remain members in good standing in the Union. In the event that a Hod Carrier fails to tender the required initiation fee or dues in accordance with this section, the Union shall notify the Employer in writing and the Employee shall discharge the Hod Carrier on the day of receipt of notice.

B. Employment

- (1) The Union or Local Union shall maintain open and non-discriminatory hiring halls for the use of Hod Carrier desiring employment on work covered by this Agreement and such Hod Carriers shall be entitled to use such hiring halls. It is mutually agreed by the Employer and the Union to fully comply with all of the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order #11246, the Americans with Disabilities Act of 1990, and the California Fair Employment Practices Section, to the end that no person shall, on the grounds of sex, race, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 of this Agreement. (A list of Local Unions, their telephone numbers and daily dispatching hours is attached hereto as "Schedule A" for convenience only.)

The Union shall retain full power to change the location of any hiring hall listed herein, to change the daily dispatching hours listed herein or to cause the merger, amalgamation or consolidation of any two or more hiring halls listed herein. The Union shall give notice in writing to the Employer whenever any such change, merger, amalgamation or consolidation becomes effective. If the Employer desires a location of a hiring hall or daily dispatching hours other than as specified herein, notice of such desire shall be given to the Union in writing and the Collective Bargaining Representative shall promptly enter into negotiations with regard to such subject.

- (2) Each person desiring employment shall register through such hiring hall by appearing personally and by indicating his/her name, address, telephone number, Social Security account number, qualifications and employment desired. Each such person shall be listed numerically in the order in which he/she registers.

In the territorial jurisdiction of the following Locals only 73 Stockton, 139 Santa Rosa, 185 Sacramento, 291 (Napa/Lake Counties only), 294 Fresno, 326 Solano and 1130 Modesto, a person may register by phone if his residence is more than 10 miles from the nearest hiring hall maintained by said Local.

Distance for interpreting this subsection shall be determined by using the nearest Class "A" road or highway.

- (3) No person shall be entitled to have his name placed on any employment list which is applicable to a particular type or classification of work unless he/she has been employed in such type or classification of work for six months consecutively or accumulatively within a period of three (3) years immediately preceding the date of his/her registration.

- (4) The Individual Employer shall contact the appropriate hiring hall of the local Union having work and area jurisdiction for all Hod Carriers as he/she or it may from time to time need, and the Local Union shall furnish to the Individual Employer the required number of qualified and competent Hod Carriers of the classifications needed by the Individual Employer in accordance with the provisions of this subsection 2B, if such Hod Carriers are available.
- (5) When requesting Hod Carriers, the Individual Employer shall submit job orders indicating the number of persons desired, qualifications of each person desired, the location of the job, the reporting date and time and the representative of the Individual Employer to be contacted on the job site.
- (6) The appropriate hiring hall of the Local Union of the Union having work and area jurisdiction will furnish in accordance with the request of the Individual Employer such qualified and competent Hod Carriers of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral in the following order of preference:

Persons shall be referred in the order in which they are registered if their registration indicates that they are qualified for and desirous of taking such referral, unless they are not available for referral, subject to the following conditions: First,

- (a) Notwithstanding any other provision of this Agreement, the Individual Employer may request a person by name, out of order, and such person must be dispatched if such person is registered on the out-of-work list and if such person was employed previously by such Individual Employer or member of a joint venture within three years prior to such request within the territorial jurisdiction of the appropriate Local Union of the Union.
- (b) In addition to requests permitted by the provision of subsection 6(a), the Individual Employer may request any person registered on the out-of-work list out of order for any reasons; provided, however, that at no time shall any job contain more than 50% of persons requested under subsection 6(b). It will not be a violation of this Agreement for an owner (1 person) to perform Hod Carriers' work when needed, provided that said owner is performing work with at least one (1) additional Hod Carrier on the job site.
- (c) Any Local Union may, at its option, permit a percentage of individual requests greater than 50% on any job. Such permission shall not be deemed a violation of this Agreement.
- (d) Notwithstanding the above, the mobility of all employees who have been employees of the Individual Employer for a period of three hundred sixty (360) hours out of the immediate preceding six (6) months, shall not be restricted for any reason subject to Section 2A, Union Security. In order for the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual Employer shall:
 - (i) Provide the appropriate Local Union with a current list of names and Social Security Numbers of those employees who are eligible for mobility, prior to any employee being moved; and
 - (ii) The Individual Employer shall notify the appropriate Local Union of a job or project of more than five day's duration.

- (iii) In cases where an individual employer is found to have dispatched certain employees not eligible for mobility to a job site as defined herein, then the local Union having jurisdiction in the project area shall notify the employer of such violation or error. The employer, upon notification by the Union, shall within one (1) working day, correct said violation or error to the satisfaction of the Union. Additional Hod Carriers shall be obtained in accordance with the hiring hall procedures from the Local Union in the area where work is performed. All Hod Carriers shall have in their possession proof of proper dispatch and Union status which shall be produced upon request of Local Union representative in the area where the job is located. Any violation not resolved to the mutual satisfaction of the parties shall be subject to Article XV of this Agreement.
- (iv) No Employee of the Employer shall suffer loss of mobility for a break in service of two (2) months or less with the employer if the break in service is due to illness, extended vacation or winter shutdown.
- (e) No person shall be dispatched pursuant to the provisions of subsection 6(a), 6(b) or 6(c) of this Section unless the Individual Employer's request is in writing, dated, is signed by an appropriate management representative, specifies whether the person is a rehire and names the job for which rehire is requested.

Second, persons who, within five (5) years immediately preceding the job order, performed work covered under this Agreement in the geographical area covered by this Agreement in the order in which they registered.

Third, persons who are registered in the order in which they registered by qualification.

- (7) Available for employment shall mean: All persons eligible for referral shall be present at the hiring hall or present at their residence phone if they live at a location specified in subsection (2) of this subsection 2B during dispatching hours, unless excused for the following reasons:
 - (a) When a death occurs in the immediate family, from the date of death and not exceeding one week after the date of burial, however, they shall produce bona fide proof of such death.
 - (b) Persons on jury duty, providing they produce bona fide proof that they are serving on a jury.
 - (c) Persons temporarily serving in the U.S. Military Reserve, providing they show bona fide proof of such service.
 - (d) Attendance at Workers' Compensation Hearing or any administrative or court appearance.
- (8) When ordering workers, the Individual Employer will give notice to the appropriate hiring hall of the Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17-1/2) hours, if possible, before the required reporting time. In the event that forty-eight (48) consecutive hours after such notice (Saturday, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the Individual Employer may procure workers from any other source or sources. If workers are so employed, the Individual Employer shall promptly report to the appropriate hiring hall of the Local Union, in writing or by phone with written confirmation within forty-eight (48) hours, the name, address and Social

Security account number of the employee procured from such other source or sources and the date of employment and the location of the job on which he/she is employed. Workers who report on the first day are to be paid from the time they report to the Individual Employer's designated location.

- (9) Dispatching hours shall be as specified in subdivision (1) of this subsection 2B or as specified in the notice or notices submitted pursuant to subdivision (1) of this subsection 2B. In emergency cases, individuals may be dispatched other than at such dispatching hours.
- (10) Each person, upon being referred, shall receive a written referral to be transmitted to the Employer representative at the job site indicating the name, address, Social Security Account Number, type of job, date of proposed employment and date of referral.
- (11) To insure the maintenance of a current registration list, all persons who do not re-register or answer roll call, as the case may be, on each regularly scheduled roll call day (which shall not be more often than once a week), shall be removed from the registration list unless excused in accordance with subsection 2B(7). Any person may re-register by phone and must be personally present at the phone during dispatch hours. If a referral is made by phone, a written dispatch slip must be sent to the Individual Employer and worker. Any person who is permitted to register by telephone under this subsection 2B must appear personally at the appropriate hiring hall on roll call day. If such persons re-register or answer roll call pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of subsection 12 of subsection 2B following, such person shall not be entitled to the position he/she held prior to his elimination in the event he/she re-registers or answers roll call, as the case may be. Persons will be excused from answering roll call only for the reason enumerated in subsection 2B(7).
- (12) Persons shall be eliminated from the registration list for the following reasons:
 - (a) Dispatched to a job - except that any person who is rejected by the Individual Employer or who fails to complete two (2) full days of work shall retain his/her position on said list; provided, no person who is rejected by the Individual Employer shall be re-referred to such Individual Employer with respect to the same request pursuant to which he/she was initially referred.
 - (b) Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him/her.
 - (c) Unavailable for employment.
 - (d) Any person dispatched to a job who fails to report for work.
- (13) Notwithstanding the provisions of this subsection 2B, upon the same notice as required in 2B(6)(E) being given to the appropriate Local Union of the Union, an Individual Employer shall have complete freedom to employ the first key Hod Carrier.
- (14) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for just cause including but not limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986. In the event an

Individual Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, the Individual Employer shall be free to secure such skilled person from any available source subject to Section 2a of this Agreement.

- (15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.
- (16) Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of subsection A of this Section 2.
- (17) Any person aggrieved by the operation of the hiring hall shall submit his/her grievance to the permanent hiring hall neutral arbitrator provided that such submission is made in writing stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance.

The Arbitrator shall have full power to adjust the grievance, and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of the Union and each Local Union.

The permanent hiring hall neutral arbitrator shall be Gerald R. McKay and notices required by this Section shall be mailed or delivered to P.O. Box 406, Burlingame, CA 94011-0406. The date of this postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Local Union regardless of who the Local Union or Individual Employer is.

ARTICLE II

Section 1: WAGES:

Effective 07/01/10

\$0.89 increase

* Increase to be allocated to either wages and/or fringe benefits at the discretion of the Union.

Section 2: APPRENTICESHIP PROGRAM:

New applicants for membership who cannot provide reasonable proof of 3,600 or more hours of employment as a Plaster Tender shall, whenever possible, enter the Apprenticeship Program unless that applicant is designated a journey worker by a referring Employer after appropriate screening measures. Any person entering but failing to maintain and complete his or her apprenticeship shall not be employed by any Employer as a journey worker under this agreement. The failure of any apprentice to maintain his or her apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

The Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California are hereby incorporated by reference as part of this agreement.

Apprentice wage rates shall be:

1-500 hours	60% of journeyman wages
501-1000 hours	65% of journeyman wages
1001-1500 hours	70% of journeyman wages
1501-2000 hours	75% of journeyman wages
2001-2500 hours	80% of journeyman wages
2501-3000 hours	90% of journeyman wages

Apprentice fringe benefits shall be as follows:

1 – 1000 hours	Full benefits, except pension, annuity and vacation-holiday (except dues supplement)
1001 – 3000 hours	Full benefits

The Employer may pay a higher rate at his/her option. However, the apprentice must meet his or her commitments to the Joint Apprenticeship Committee (JAC) regardless of the level being paid.

Entry into the Apprenticeship Program shall be controlled and administered by the JAC, which shall employ appropriate screening procedures. An apprentice in good standing advances from one level to another only upon determination of the satisfactory performance by the JAC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JAC may also grant accelerated credit for an apprentice who received Plaster Tender work experience and/or training prior to entry into the Apprenticeship Program.

The employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The ratio shall be three (3) Journey workers to one (1) Plaster Tender Apprentice.

ARTICLE III

HEALTH & WELFARE PLAN PENSION VACATION, HOLIDAY, DUES SUPPLEMENT TRAINING & RETRAINING VALLEY MORTAR TRADES FUND

The undersigned further agrees to pay to the Laborers Health & Welfare Trust Fund for Northern California, Inc. commencing July 1, 2010, the sum of \$6.04 (\$0.30/hr. to Retiree Health & Welfare; \$5.74/hr. to Health & Welfare); the Laborers Pension Trust Fund for Northern California, commencing July 1, 2010, the sum of \$6.15; the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, commencing July 1, 2010, the sum of \$2.28; the Laborers' Training & Retraining Fund for Northern California, commencing July 1, 2010, the sum of \$0.34 at their respective offices in Fairfield, California, for each hour paid for or worked by Hod Carriers employed by the undersigned to provide health & welfare, pension and vacation-holiday-dues supplement and training & retraining benefit programs and plans as now specified and as may be hereafter specified by the Laborers 46 Northern Counties Master Agreement and the Laborers 46 Northern Counties Tunnel Master Agreement, as

renewed and supplemented, and to accept, assume and be bound by all the obligations imposed upon the individual Employer by those certain agreements referred to for convenience as the Laborers Health & Welfare Trust Agreement, the Laborers Pension Trust Agreement and the Laborers Vacation-Holiday-Dues Supplement Trust Agreement and Laborers Training & Retraining Trust Agreement (receipt of a copy of each which is hereby expressly acknowledged) and any agreements, modifications or changes with respect to any of said Trust Agreements made by the parties hereto.

The undersigned further agrees that it does irrevocably designate and appoint the employers mentioned in said Trust Agreements as its attorneys in fact for the selection, removal and substitutions of Trustees as provided by or pursuant to said Master Contracts or Trust Agreements.

Whenever any Employer covered by this Agreement is delinquent with respect to payments of any contributions or other sum of money due to any fund specified in the Agreement, the Local Union in whose jurisdiction the job is located may withdraw workmen and place appropriate pickets at the premises of the Employer or places where the said Employer is performing work.

ARTICLE IV

Section 1: WEEKLY PAYDAY: Not later than 4:30 p.m. each Friday, or on the regular company payday, all Hod Carriers must be paid in cash or by regularly printed payroll check, on the job if men are working, or at a mutually agreed place if men are not working. On the pay stub, detail of days, hours worked, rate of pay, deductions and a copy given to each employee.

When a Hod Carrier is not paid as above-described, or receives a check that is not honored by the bank, all Hod Carriers in his employ, regardless of job site, will be removed by the Union without liability for the work stoppage. All Hod Carriers will receive pay as described in Section 3 "Layoff Pay" until the check is honored and wages paid.

Section 2: HOLD-BACK PAY: Two (2) days hold-back pay or less shall be optional with the Employer; however, every effort shall be made to hold back no more than one (1) day's pay on each weekly period.

Section 3: LAYOFF PAY: If a Hod Carrier is laid off or discharged, he shall be paid at once and in full. If not so paid, he shall receive his full pay at straight time rates including Saturdays, Sundays and holidays, even though not worked until paid, regardless of his subsequent earnings or employment.

Section 4: It is agreed that if a Hod Carrier is hired and not put to work and no available excuse exists to the contrary, except bad weather, he shall receive two (2) hours pay.

ARTICLE V

COFFEE BREAK: Each employee shall be allowed fifteen (15) minutes to consume coffee or beverage of his choice within the first two and one half (2 ½) hours of each shift, whether the shift be daytime, swing or graveyard. The time for said "break" shall commence as determined by the shop and/or job conditions.

ARTICLE VI

ELEVATOR SERVICE

Elevator service is to be made available when there is one in service. If no elevator service is available on buildings and/or projects of three (3) stories and higher, employees shall begin climbing stairs or ladders at the regular starting time, prepared to commence work upon arrival at the work area. This section applies to the exterior and interior alike.

ARTICLE VII

OVERTIME SCHEDULE

Section 1: Overtime permission shall be procured by the Employer or his representative before any overtime work is started. It is agreed overtime work performed between the hours of 8:00 a.m. Monday to 4:30 p.m. Friday, oral permission can be obtained through the offices of the following: Northern California District Council of Laborers.

Section 2: Time and one-half (1 ½) compensation shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week performed on Saturday and on weekdays before 8:00 a.m. and after 4:30 p.m.

Section 3: All work performed on Sundays, holidays and after twelve (12) hours per day shall be considered double time.

ARTICLE VIII

HOLIDAYS

Holidays shall be those recognized by the local Building and Construction Trades Council with jurisdiction at the job site. The holidays observed and recognized by this Agreement shall be:

New Year's Day
Washington's Birthday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas

If any of the holidays fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day, except in cases of an extreme emergency.

ARTICLE IX

PARKING

In the event free parking facilities are not available within five blocks of a job site, the individual Employer shall provide such parking facilities and the individual Employer shall have the right to designate parking area to be

used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the individual Employer shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

ARTICLE X

SAFETY

Section 1: The Union shall cooperate with the individual Employer and with each employee in carrying out all rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty and of any job as a whole.

Section 2: All state and/or local safety laws, standards, rules, and regulations shall be applicable to all work covered by this Agreement. The individual Employer is solely responsible for implementing and maintaining such laws, standards, rules and regulations. Neither the Union nor any Local Union is responsible for implementing or maintaining such laws, standards, rules or regulations.

Section 3: Adequate first aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by each individual Employer. Each individual Employer shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctors' care or hospitalization, or both. Each individual Employer must post the name and address of its doctor and of the Workmen's Compensation insurance carrier on the job site.

Section 4: No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule or regulation of the United States or State of California, or any political subdivision. Such determination shall be made by a responsible agent of the State of California or OSHA or any of its political subdivisions or by a safety inspector from the applicable insurance carrier.

Section 5: Should the Employer or individual Employer desire a change in a variance in the California or OSHA Construction applicable Safety Orders, he will notify the Union, in writing, not less than thirty (30) days prior to making a request for such change.

Section 6: Employees who, as a direct result of an on-the-job industrial injury, are unable to complete a full day's work, shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury required the attention of a licensed physician.

Section 7: Protective Clothing: The individual Employer shall furnish protective devices such as respirators, ear protectors, or wearing apparel as required for the protection of employees as provided for under CAL-OSHA.

ARTICLE XI

WORKING CONDITIONS

Section 1: On all tracts or apartments where the scratch coat is applied, the ratio will be two (2) Hod Carriers to three (3) Plasterers, when hand tools are used.

Section 2: While the brown coat is being applied, the ratio will be one (1) Hod Carrier to two (2) Plasterers.

Section 3: When a gun is used and the diameter of the hose is one and one-half (1 ½) inches or larger, it will be tended by a Journey Hod Carrier or Hod Apprentice.

ARTICLE XII

Section 1: The Employer agrees to grant permission to the Business Representatives of the Union to visit all shops and jobs at all times.

Section 2: The Union may appoint a steward in each shop or on each job who shall inspect the working cards or the men on the job, and who shall report any violation of this Agreement to the Union. The steward shall perform his duties with the least inconvenience to the Employer.

ARTICLE XIII

Section 1: There shall be no strike, lockout, or other work stoppage, while this Agreement is in effect.

Section 2: There shall be no discrimination against any employee for reasonable Union activities.

Section 3: The Employer shall make reasonable provisions for the safety laws of the State of California.

ARTICLE XIV

Section 1: It is hereby agreed between the parties to this Agreement that since this Agreement provides for the orderly and amicable adjustment and settlement of all disputes, differences and grievances, there shall be no resort to strikes, which includes stoppages or slowdown of work by the employee, or any lockout by the Employer. In order to carry into effect the terms of this Agreement, the parties hereto appoint the Joint Conference Committee for the purpose of arbitrating and settling disputes, differences and grievances.

Section 2: The Committee shall be composed of three (3) members of the California Lathing and Plastering Contractors' Association and three (3) members selected by the Northern California District Council of Laborers. From this group, a chairman and a secretary shall be elected; one from the Contractor members and the other from the Union group.

Section 3: Any member of the Committee who is an Employer representative may be removed at any time at the discretion of the Contractor Association by written notification to the Joint Committee.

Section 4: Any member of the Committee who is a Union representative may be removed at any time at the discretion of the Northern California District Council of Laborers by written notification to the Joint Committee.

Section 5: The Joint Conference Committee shall meet on the fourth (4th) Tuesday of each month at 8:00 p.m.-at Laborers' Local Union No. 185, 1320 West National Drive, Sacramento, California, 95834.

Section 6: The Joint Conference Committee shall have the following general powers in addition to specific powers conferred on it by this Agreement:

- (a) To hear and determine all disputes, differences and grievances between the parties and by alleged violations of the contract.
- (b) To terminate or suspend the Agreement with any contractor found guilty of violating this Agreement.
- (c) To impose fines and other penalties for violations of the Contract.
- (d) To use fines and penalties collected for Joint Conference Committee administration and operational expenses.

Section 7: The Union, any Employer, any employee and the Contractors' Association, may submit a matter or dispute with the secretary, in writing, setting forth with as much detail as possible the nature of the matter, the person or persons involved, the amount involved, if any, and the remedy sought, if any. Any journeyman who causes a contractor to be cited before the Joint Conference Committee for infraction of the Agreement through his Business Agent or otherwise, shall be required to personally appear as a witness and state his case, if requested by the Committee.

- (a) Notice of time, date and place of hearing shall be given to any person directly interested in the hearing by written communication at his last known address.
- (b) At the request of any party, all persons not having a direct interest in the matter being heard shall be excluded from the hearing.
- (c) Any party to the matter under consideration may offer such evidence as they may desire.
- (d) If in any event any member of the Committee has a direct interest in the matter of dispute, such member shall not take part in the hearing or decision.
- (e) The Joint Conference Committee shall render a decision within five (5) days after the matter has been fully heard by it and such decision shall be final and binding upon all parties to the dispute.
- (f) If the Joint Conference Committee fails to reach a decision within five (5) days after the matter has been fully heard by it, the dispute shall be referred to arbitration unless the parties to said dispute agree, by mutual consent, to extend the time. If no agreement is reached upon an arbiter or upon the extension of time, the Committee, through the Chairman, shall, within twenty-four (24) hours, request the Federal Mediation and Conciliation Service to submit five (5) names as arbiters, and each party shall have the right to cancel two (2) names; the fifth (5th) or remaining person shall make the decision, which decision shall be final and binding on both parties.
- (g) The Joint Conference Committee or the arbiter shall have no authority to alter, amend or revise the wages, hours and other conditions set forth herein.
- (h) There shall be no strikes, slow downs, stoppages of work or lockouts unless the charged party fails to abide by the decision of the Joint Committee or impartial arbiter.

- (i) There shall be no cessation or interference in any way with any of the work of the Employers by reason of jurisdictional disputes between the various Unions affiliated with the AFL-CIO. Such disputes shall be settled in a manner and under conditions suitable and agreeable to the Unions themselves.
- (j) Any expenses of the Joint Conference Committee or an arbiter who has been appointed shall be prorated equally among the parties upon the order of the Joint Conference Committee or the arbiter, as the case may be.
- (k) In no event shall the Joint Conference or the impartial arbiter have authority to change or modify the terms of this Agreement.
- (l) No proceedings based on any dispute, complaint or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) days after the alleged violation was committed.

ARTICLE XV

INDEMNITY BOND

Effective November 1, 1992 an Indemnity Bond will not be mandatory as a condition to employ Hod Carriers. In lieu thereof, the following condition shall apply - "Should a contractor become delinquent in his monthly fringe report, which is due the 10th of the month and delinquent if not received by the 20th, he will be required to post a bond for one (1) year. The amount of said bond will be double the average of his monthly contributions during the previous twelve (12) months of said delinquency. The contractor will be allowed to cancel the bond after one (1) year providing he has no further delinquencies.

ARTICLE XVI

The parties agree that they have established and will maintain a promotional program which is, and shall be known as, the Sacramento Valley Bureau for Lath and Plaster, Inc., established in accordance with all applicable State and Federal corporate laws, and all signatory employers agree to contribute one dollar (\$1.00) per hour for each worked by all employees employed on work covered by this Agreement into said Promotional Fund.

ARTICLE XVII

Section 1: Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court in competent jurisdiction, such invalidation or such part or portion of this Agreement shall not invalidate the remaining hereof, and they shall remain in full force and effect.

Section 2: Should the Union at any time hereafter enter into an Agreement with any Employer or any Employer association operating within the jurisdiction of the Northern California District Council of Laborers with terms and conditions more advantageous to such plastering industry Employer, or should the Union in the case of any Employer which has agreed in writing or verbally, countenance a course of conduct by such Employer enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, the Employer, party

to this Agreement, shall be privileged to adopt such advantageous terms and conditions provided the Employer has sent a written notice to the Union calling the matter to its attention.

Section 3: This Agreement is binding upon each Individual Employer regardless of whether he/she changes the name or style or address of his/her or their business. Each Individual Employer shall give notice in writing to the Union of any intent to change the name, style or address of his/her or its business, or to perform business under more than one name or style or at more than address, prior to the adoption of a new or different name, style or address, or the addition of new names, style or addresses, as specified herein. Each Individual of an Incorporated Employer shall be bound to the terms and conditions of this Agreement or of any Agreement amending or modifying the Agreement.

Section 4: All Plastering work performed by an Individual Employer signatory to this Agreement (the Plaster Tender Agreement), or subcontracted by such Individual Employer, at the site of the construction, alteration, painting, or repair of a building or structure shall be performed under the terms and conditions of the current collective bargaining agreement with the Local Union affiliated with the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, AFL-CIO with jurisdiction over the jobsite.

This section will not be enforced or effective until such time as the Plasterers Union incorporate language in its agreement which gives equal protection to the Plasterer Tender.


ARTICLE XVIII

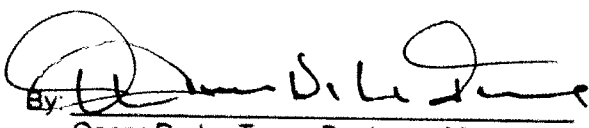
Section 1: The duration of this Agreement shall be for the period from July 1, 2010, through June 30, 2011, and shall continue in force and effect thereafter from year-to-year unless either party shall desire a change; in which event, the party desiring the change shall give the other party notice, in writing, of the proposed change or changes no less than sixty (60) days nor more than ninety (90) days prior to the expiration of such change.

The undersigned individual Employer agrees to accept and be bound by the provisions of this Agreement hereinabove set forth.

CALIFORNIA LATHING & PLASTERING
CONTRACTORS ASSOCIATION

NORTHERN CALIFORNIA DISTRICT COUNCIL
OF LABORERS

By: 
ROY E. HENLEY SR. PRESIDENT
(Print Name and Title)

By: 
Oscar De La Torre, Business Manager

2/7/11
(Date)

2/10/11
(Date)

**WAGE PACKAGE SUPPLEMENT TO THE
2010-2011 HOD CARRIER AGREEMENT**

JOURNEYMAN HOD CARRIER (PLASTER TENDER)

	<u>07/01/10</u>
Wages	\$ 28.37
Vac/Hol/Dues Supplement	2.28
Health & Welfare	5.74
Retiree Health & Welfare	0.30
Pension	6.15
Annuity	0.56
* Training/Retraining	0.34
VMTF	1.00
** Industry Stabilization Fund	<u>0.02</u>
	\$44.76

* \$0.01 per hour increase allocated to LECET (total of \$0.04 allocated to LECET).

** \$0.02 per hour allocated to the California Alliance for Jobs.

APPRENTICE WAGES 07/01/10

1-500 hours	\$17.02
501-1000 hours	\$18.44
1001-1500 hours	\$19.86
1501-2000 hours	\$21.28
2001-2500 hours	\$22.70
2501-3000 hours	\$25.53

APPRENTICE BENEFITS EFFECTIVE 07/01/10

1 – 1000 hours } Full benefits, except pension, annuity and vacation-holiday (except dues supplement)

Dues Supplement	\$0.63
Health & Welfare	5.74
Retiree Health & Welfare	0.30
* Training/Retraining	0.34
VMTF	1.00
** Industry Stabilization Fund	0.02

1001 – 3000 hours } Full benefits

Vac/Hol/Dues Supplement	2.28
Health & Welfare	5.74
Retiree Health & Welfare	0.30
Pension	6.15
Annuity	0.56
* Training/Retraining	0.34
VMTF	1.00
** Industry Stabilization Fund	0.02

**SIGNATURE PAGE FOR INDEPENDENT EMPLOYER
2010-2011 EXTENSION**

The Independent Employer, not a member of the California Lathing and Plastering Contractors' Association, hereinafter referred to as the "Association", agrees to be bound by each and every, all and singular, the terms and conditions of the attached collective bargaining agreement, including each and every, all and singular of the terms included in this Memorandum Agreement and Addendum.

This Agreement may be terminated by either the Union or the undersigned Employer by giving of written notice of intention to terminate this Agreement given to the other party no less than sixty (60) days nor more than ninety (90) days prior to the expiration of the Agreement.

This Agreement shall become effective as of the date shown below and shall continue in effect for the duration of this Agreement; for the duration of any amendments or modifications to this Agreement executed by and between the Union and the Association and for the duration of any subsequently negotiated labor agreements executed by and between the Union and the Association. It is agreed that in the event the undersigned employer agrees to be represented by the Association and becomes a member of the Association, then, and in that event, the undersigned Employer shall be bound by this Agreement under the terms and conditions in this Agreement applying to members of the Association, and in the event said Employer drops such membership in the Association, this Memorandum Agreement herein shall automatically apply and again take effect.

FIRM _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE: (____) _____ - _____ LICENSE
NUMBER _____ CLASS _____

Signature of Owner, Partner,
Officer of Corporation, or Representative

Signature of Local Union Representative

Date

Date

**ADDENDUM
TO THE AGREEMENT BETWEEN
CALIFORNIA LATHING AND PLASTERING
CONTRACTORS ASSOCIATION
AND
NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

This agreement entered into this 1st day of July, 2010 by and between the California Lathing and Plastering Contractors Association, hereinafter referred to as "Employer" and the Northern California District Council of Laborers, hereinafter referred to as "Union" is an Addendum to the 2010-2011 Agreement that is currently in full force and effect.

This Addendum is to address the needs of the Employer in the Residential arena of its industry.

Residential shall be defined as:

Any single family homes, subdivision of single family homes or any apartment complex that is not designated as a hotel, motel, inn or bed and breakfast structure.

COVERAGE

This Addendum shall cover that area of jurisdiction encompassed by the 2010-2011 Agreement.

Work Rules and Ratios

- A.) The first hire on the project shall be a Journeymen Hod Carrier.
- B.) For every Journeymen that the Employer has on a project, the Employer shall have the right to hire and employ no more than three (3) of the new classification for residential work known as Journeymen B Hod Carrier.
- C.) There shall be a new Trainee category for the residential work of the Employer shall have no more than two (2) on any given project.
- D.) The Employer shall have full freedom in the hiring and employment of Journeymen B and Trainee categories from whatever source they deem necessary.
- E.) The Employer shall notify the Union within forty-eight (48) hours of initial hire of all individuals hired into the new categories.
- F.) The Employer shall be responsible for notifying the individual hired of the requirement of obtaining, and maintaining, Union membership as a condition of employment.

Classifications, Wages and Benefits

The following shall be the minimum wages under this residential Addendum:

<u>CLASSIFICATION</u>	<u>Wages</u>	<u>Vac./DS</u>	<u>Annuity</u>	<u>H & W</u>	<u>Pension</u>	<u>Training</u>	<u>ISF</u>
<i>Effective July 1, 2010</i>							
Journeyman Hod	\$28.37	\$2.28	\$0.56	\$6.04	\$6.15	\$0.34	\$0.02
Journeyman B	\$18.21	\$1.08	\$0.56	\$6.04	\$6.15	\$0.34	\$0.02
Trainee (2080 hours worked)	\$14.82	\$0.78	\$0.56	\$6.04	\$6.15	\$0.34	\$0.02

EFFECTIVE AND TERMINATION DATE

This Addendum will be effective as of July 1, 2010 and will continue in full force and effect until June 30, 2011, and will continue from year to year thereafter, unless either party will give written notice to the other of a desire to change the wages, hours or working conditions of this Addendum not more than ninety (90) nor less than sixty (60) days prior to June 30 of each succeeding year.

The undersigned parties, by affixing their signature below, agree to be bound by all the terms and conditions of this Addendum and the 2010-2011 Agreement it is attached to:

FOR THE EMPLOYER:

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By _____

By _____

Oscar De La Torre, Business Manager

(Print Name and Title)

(Date)

(Company Name)

(Address)

(City, State, Zip)

(Telephone)

(California Contractor License No.)

(Date)

LETTER OF UNDERSTANDING

It is understood between the California Lathing and Plastering Contractors Association and the Northern California District Council of Laborers that Article XVII., Section 4, will not be effective until such time and date that the Plasterers Union incorporate language in its agreement which gives equal protection to the Plasterer Tender.

FOR THE EMPLOYER:

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By _____

By _____

Oscar De La Torre, Business Manager

(Print Name and Title)

(Date)

(Date)

SCHEDULE "A"

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS HIRING HALL LOCATIONS

Local	City	Street Address	Phone Number	Dispatch Hours
67*	Oakland	8400 Enterprise Way, #119	510-569-4761	7:00-9:00 a.m.
67*	Sacramento	2717 Cottage Way, #12	916-482-2607	7:00-9:00 a.m.
73	Stockton	2841 E. Myrtle St.	209-466-3356	6:30-9:00 a.m.
139	Santa Rosa	81 Barham Avenue	707-542-1107	6:30-9:00 a.m.
166	Oakland	8400 Enterprise Way, Rm 109	510-568-0141	7:00-9:00 a.m.
185	Sacramento	1320 W. National Drive	916-928-8300	6:30-9:00 a.m.
185	Redding	2865 Churn Creek Rd., #D	530-221-0961	6:30-9:00 a.m.
185	Yuba City	1650 Sierra Ave., #206	530-674-4707	6:30-9:00 a.m.
261	San Francisco	3271 18th Street	415-826-4550	6:30-9:00 a.m.
270	San Jose	509 Emory St.	408-297-2620	6:30-9:00 a.m.
270	Santa Cruz	640 Eaton St.	831-475-7058	6:30-9:00 a.m.
291	San Rafael	4174 Redwood Highway	415-492-0936	6:30-9:00 a.m.
291	Napa	(Phone Dispatch Only)	707-226-7971	6:30-9:00 a.m.
294	Fresno	5431 East Hedges Ave	559-255-3019	6:30-9:00 a.m.
294	Visalia	319 N. Church St	559-734-9426	6:30-9:00 a.m.
297	Salinas	117 Pajaro St	831-422-7077	7:00-9:00 a.m.
304	Hayward	29475 Mission Blvd	510-581-4681	6:30-9:00 a.m.
304	Oakland	425 Roland Way	510-562-2662	No Dispatching
324	Martinez	611 Berrellesa St.	925-228-0930	6:30-9:00 a.m.
324	Pittsburg	1085 Cumberland	925-439-1021	6:30-9:00 a.m.
324	Richmond	101 S. 12th St.	510-234-1069	6:30-9:00 a.m.
324	Vallejo	2920 Sonoma Blvd, Ste B	707-643-7214	6:30-9:00 a.m.
389	San Mateo	300 – 7th Ave.	650-344-7168	6:30-9:00 a.m.
886	Oakland	8400 Enterprise Way, Rm 110	510-632-0161	7:00-9:00 a.m.
1130	Modesto	2549 Yosemite Blvd., Ste K	209-521-9883	7:00-9:00 a.m.

*Asbestos

Northern California District Council of Laborers
Union Plaza
4780 Chabot Drive, Suite 200
Pleasanton, CA 94588
Telephone 925-469-6800
Facsimile 925-469-6900
Office Hours: 7:00 a.m. to 5:00 p.m. Monday through Friday