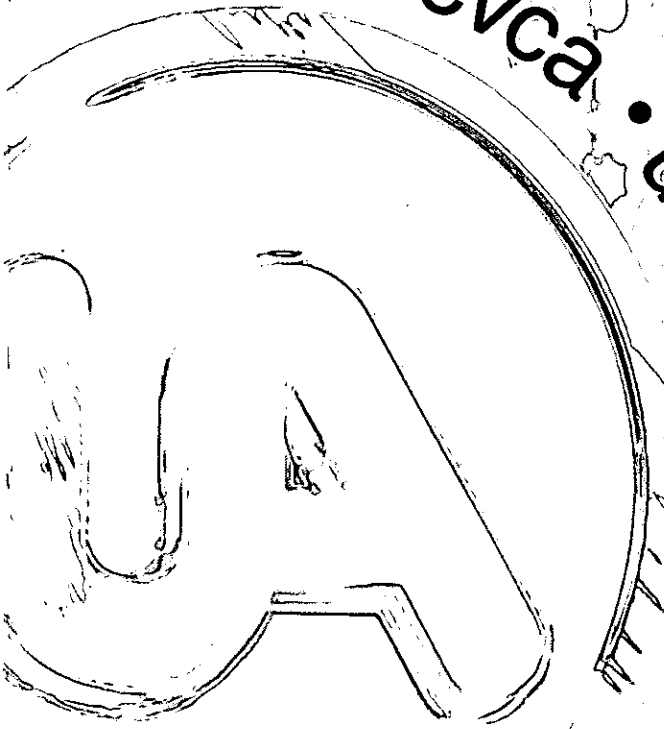


# Master Labor Agreement

Plumbers,  
Steamfitters &  
Refrigeration  
Fitters

mca • scvca • umic • gba



K 8833  
1,500 workers  
91 pgs.

LOCAL 393

**MASTER**

**LABOR AGREEMENT**

**between**

**LOCAL UNION 393**

**OF THE  
UNITED ASSOCIATION  
OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPE FITTING INDUSTRY  
OF THE UNITED STATES AND CANADA**

**and**

**SANTA CLARA VALLEY CONTRACTORS ASSOCIATION**

**NORTHERN CALIFORNIA MECHANICAL CONTRACTORS  
ASSOCIATION**

**GREATER BAY AREA ASSOCIATION OF PLUMBING AND  
MECHANICAL CONTRACTORS**

**INDUSTRIAL CONTRACTORS - UMIC, INC.**

**Effective July 1, 1998  
Expires June 30, 2005**

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## **LABOR AGREEMENT**

1. This Agreement made and entered into this first (1st) day of July, 1998 by and between Santa Clara Valley Contractors Association; Northern California Mechanical Contractors Association; Greater Bay Area Association of Plumbing and Mechanical Contractors; Industrial Contractors - UMIC, Inc.; and their members, hereinafter referred to as the "Associations" and such Individual Contractors as are now or may hereafter become members of said Association and all Individual Contractors who may now or hereafter become signatory to this Agreement or any counterpart thereof, and are regularly engaged in plumbing, heating, refrigeration, air conditioning, mechanical, industrial and/or utility pipe work within Santa Clara and San Benito Counties, California, hereinafter collectively referred to as the "Contractor", and Local Union No. 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, hereinafter referred to as the "Union" or "Local Union 393."

### **ARTICLE I**

#### **Coverage of Agreement**

2. **Territory Covered:** The area covered by this Agreement shall be all of Santa Clara and San Benito Counties in the State of California pertaining to work under the jurisdiction of Local Union No. 393.

3. **Employees Covered:** This Agreement shall apply to all workers employed by any of the Contractors signatory to this Agreement who perform work outlined in the points of jurisdiction as contained in Exhibit A to this Agreement, or any and all other work which has been given or awarded to or by the United Association to Local Union No. 393 by agreement or decision. If a conflict or jurisdictional dispute should exist, the Contractor shall contact Local Union 393 and said Contractor shall assign the disputed work to the employees represented by Local Union 393 until such dispute is cleared by the United Association. **INTENT:** If the Contractor has the legal right to make the assignment.



4. **Contractors Covered:** All members of the Associations, all Individual or Independent Contractors who have authorized an Association signatory to this Agreement to represent them, and all Contractors that may become signatory to this Agreement are subject to the provisions of this Agreement.

5. **Bargaining Unit:** All of the aforesaid Contractors hereby designate their respective Association as its bargaining agent with Local Union 393, and consent to become a party to the Multi-Employer Bargaining Unit consisting of all the contractors represented by their respective Association and designate and appoint the Association appointed trustees, board members and committee members required by the Agreement to act on its behalf pursuant to the Agreement. If a Contractor is a member of an Association or is an Individual or Independent Contractor at the commencement of this Agreement, or becomes a member of an Association during the term of this Agreement, and thereafter ceases to be a member of an Association, said Contractor shall, nevertheless, remain signatory to this Agreement.

6. **Work Covered:** This Agreement shall cover all work described in Exhibit A to this Agreement and all work coming within the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, as established and recognized by the Building and Construction Trades Department of the American Federation of Labor-Congress of Industrial Organization, excluding, transportation oil and gas pipeline work covered by the Statewide Pipeline Agreement.

## **ARTICLE II**

### **Recognition of Bargaining Agents and Employment Procedure**

7. **Union Recognized as Collective Bargaining Representative of Employees:** The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees of the Contractors performing work covered by this Agreement.

8. **Union Security:** It is hereby agreed between the Contractor and the Union that the Contractors herein are primarily engaged in the Building and Construction Industry, including plumbing, heating, piping, refrigeration, air conditioning and industrial work, and the Union is a

Labor Organization of which building and construction employees are members; and it is agreed between said Contractors and Union that all employees covered by this Agreement will be required to become members and maintain membership in such Union after the seventh (7th) day following the beginning of such employment or the effective date of this Agreement, whichever is later.

### **ARTICLE III**

#### **Employment and Discharge Procedure**

9. The Contractor must secure all employees covered by this Agreement through the Joint Hiring Hall except as provided in paragraphs 19 and 22 hereof.

10. There shall be four (4) separate Journeyman Craft Out-of-Work lists maintained at the Joint Hiring Hall. The four Craft lists are as follows: Plumber, Fitter, Welder, Refrigeration Fitter. No worker shall be placed on a Craft Out-of-Work List unless said worker can establish with notarized letters from former Contractors that said worker has the necessary years of experience for placement satisfactory to the Joint Hiring Hall Committee. Those who do not qualify for placement on a Craft out-of-work list will be categorized as an unclassified applicant. An unclassified applicant may be dispatched upon request by an employer if no one is available from the A, B, C, D or E lists. In order to be registered for employment on the Apprentice List, a worker must be indentured in the Apprenticeship Program of the Pipe Trades Joint Apprenticeship and Training Committee of Santa Clara/San Benito Counties. Apprentices shall be dispatched by the Joint Hiring Hall consistent with the policies and procedures established by the Pipe Trades Joint Apprenticeship and Training Committee of Santa Clara and San Benito Counties and in accordance with the provisions of this Agreement.

11. There shall be five (5) classes of journeymen employees for each Craft Out-of-Work List determined at the time of registration at the Hiring Hall. Class status upgrades may occur while on a dispatch list or while employed, provided request is made to the Hiring Hall by the employee or person on out-of-work list. Classes are as follows:

A. **CLASS A.** Shall consist of journeymen who have at least four (4) years of pension credit in the Local Union 393 Defined Benefit Pension Plan. Once the journeyman has fulfilled his/her obligation now, in the past or in the future to qualify on the A List, he/she shall remain eligible to register on the A List until he/she has a break in work for 48 consecutive months [break being defined as that point in time during the 48 consecutive months which he/she fails to work six hundred sixty (660) hours within twelve (12) consecutive months under the Local 393 Collective Bargaining Agreement during this same period of forty-eight (48) consecutive months].

Nevertheless, when Class A journeyman leaves covered employment, his/her status shall be frozen at the Hiring Hall during and for ninety (90) days after termination of the following: while he/she is disabled from the trade [as defined under the Local 393 Health and Welfare Plan]; while on active military service; while employed by a public agency in Santa Clara/San Benito Counties; while employed full time by Local Union 393 or any labor organization with which Local Union 393 is affiliated, while employed full time by any United Association Joint Apprenticeship Training Center, or while employed full time in a non-bargaining unit position with a Contractor who is signatory to an Agreement with Local 393.

B. **CLASS B.** Shall consist of journeymen who have worked or have been available on the Out-of-Work List for a total of 1,000 hours per year for two (2) consecutive years within Santa Clara/San Benito Counties on the type of work covered by the Collective Bargaining Agreement(s) of Local 393. Once the journeyman has fulfilled his/her obligation now, in the past or in the future to qualify on the B List, he/she shall remain B List until he/she has a break in work for 24 consecutive months [break being defined as that point in time during the 24 consecutive months which he/she fails to work six hundred sixty (660) hours within twelve (12) consecutive months under the Local 393 Collective Bargaining Agreement during this same period of twenty-four (24) consecutive months].

C. **CLASS C.** Shall consist of journeymen who have at least four (4) years of pension credit in any of the Pension Plans of the following U.A. Locals: 159, 342, 343, and 467.

D. **CLASS D.** Shall consist of journeymen who have at least four (4) years of pension credit in a California U.A. Pension Plan.

E. **CLASS E.** Shall consist of journeymen who have worked at least one thousand two hundred (1,200) hours per year for four (4) years on the type of work covered by the Collective Bargaining Agreement(s) of Local Union 393.

12. The Joint Hiring Hall shall maintain adequate registration facilities at the Joint Hiring Hall for employees and applicants for employment to register for work. All employees and applicants for employment shall be registered in their appropriate Craft List and Classes and in the order in which they apply for work. Employees or applicants shall be placed on only one Craft Out-of-Work List. A separate list shall be kept for the registration of apprentices in the order in which they register to be placed on the apprentice out-of-work list.

13. Order of Dispatch

A. Journeymen

Contractors shall submit job call requests directly to the Joint Hiring Hall and shall specify the particular craft designation required. The dispatcher shall offer the job to the person whose name appears on the top of the Craft Out-of-Work List for the requested craft in the following List order:

Request for Plumber

A List Plumber  
A List Fitter  
A List Welder  
A List Refrigeration Fitter  
B List Plumber  
B List Fitter  
B List Welder  
B List Refrigeration Fitter  
C List Plumber  
D List Plumber  
E List Plumber

Request for Fitter:

A List Fitter  
A List Welder

	A List Plumber
	A List Refrigeration Fitter
	B List Fitter
	B List Welder
	B List Plumber
	B List Refrigeration Fitter
	C List Fitter
	D List Fitter
	E List Fitter
Request for Welder:	A List Welder
	A List Fitter
	A List Plumber
	A List Refrigeration Fitter
	B List Welder
	B List Fitter
	B List Plumber
	B List Refrigeration Fitter
	C List Welder
	D List Welder
	E List Welder
Request for Refrigeration Fitter:	A List Refrigeration Fitter
	A List Fitter
	A List Welder
	A List Plumber
	B List Refrigeration Fitter
	B List Fitter
	B List Welder
	B List Plumber
	C List Refrigeration Fitter
	D List Refrigeration Fitter
	E List Refrigeration Fitter

No persons from any one class List shall be dispatched until all persons who are registered in the next preceding List or Lists and who are available and willing to accept a dispatch have been dispatched. When two (2) or more persons are registered in any one (1) List, they shall be dispatched in the order in which they have registered for work, i.e., the first registered shall be the first dispatched.

B. Apprentices. Apprentices shall be dispatched in accordance with their classification and shall be dispatched in the manner of registration regardless of apprenticeship period. When a Contractor who is employing apprentices requests additional apprentices from the Joint Hiring Hall, the Contractor may request apprentices not in the same period in training as the apprentices currently employed by said Contractor.

C. Tradesmen. There shall be two (2) tradesmen lists maintained by the Joint Hiring Hall, a Tradesmen A list consisting of all tradesmen who have passed their probationary period and a Tradesmen B list consisting of probationary tradesmen. Contractors may select and hire any tradesman or else they shall be dispatched first from the top of the A list and then from the top of the B list, in the order they have registered. To remain on the list and retain one's place on the list, a tradesman must re-register in person at the Hiring Hall no later than thirty (30) days after initial placement, and no later than thirty (30) days after each re-registration.

D. Material Handlers. There shall be two (2) material handler lists maintained by the Joint Hiring Hall, a Material Handler A list consisting of all material handlers who have passed their probationary period and a Material Handler B list consisting of probationary material handlers. Contractors may select and hire any material handler or else they shall be dispatched first from the top of the A list and then from the top of the B list, in the order they have registered. To remain on the list and retain one's place on the list, a material handler must re-register in person at the Hiring Hall no later than thirty (30) days after initial placement, and no later than thirty (30) days after each re-registration.

#### **14. LAYOFF:**

A. In the event of a layoff due to a reduction in force, Class C, D and E employees shall be the first laid off, then Class B employees shall be next laid off, and then the Class A employees shall be laid off.

B. A Contractor may not layoff Class A employee while employing Class B, C, D or E employee, if the Class A employee is

capable of performing the work that a Class B, C, D or E employee has been performing.

C. Whenever a Class A List employee is laid off for a normal reduction of force, the employee must, within two (2) working days, sign in on the appropriate Out-of-Work List. If the Union is aware of a Class B, C, D or E employee still working for said Contractor, the Union has ten (10) days from the date of layoff to file a complaint with the Joint Conference Board. If it is found that a Class B, C, D or E employee was still employed and doing the work that the Class A employee is capable of doing, the Class A employee shall be returned to his/her former Contractor and the Contractor shall compensate said employee for all lost wages and fringe benefits, not to exceed two (2) days' pay.

D. Class B employees shall have the same rights to return to work and to compensation as provided for Class A employees, if a Class C, D or E employee is still employed when the Class B employee is laid off.

E. The Joint Conference Board shall only have jurisdiction to hear complaints under this Paragraph if (1) the Class A or Class B employee signs the Out-of-Work list within two (2) working days of the layoff and (2) the Union files a complaint with the Joint Conference Board within ten (10) days of the layoff.

F. Seniority for layoff shall be Company wide, not by job.

15. **APPRENTICE RATIO:** The qualified Contractor may employ one (1) apprentice when it has at least one (1) journeyman regularly employed, and one (1) additional apprentice for each three (3) additional journeymen. When three (3) journeymen are steadily employed on new construction, the next hired must be an apprentice, if available. Job site ratio may be one (1) apprentice per each journeyman.

16. No journeyman who holds an active Contractor's License will be eligible to sign the Out-of-Work List or to be dispatched for work covered by this Agreement unless he/she submits evidence that

he/she has made his/her Contractor's License inactive through the procedure specified by the California Contractor's State License Board.

17. The Contractor shall have the right to reject any applicant for employment referred by the Joint Hiring Hall, but in the exercise of such right shall in no way discriminate against any worker by reason of membership or non-membership in any Union. Any applicant for employment reporting for work shall be entitled to four (4) hours show-up pay at the wage and fringe rate shown on the dispatch, if rejected, unless said applicant is not qualified for the job. If the applicant is rejected because he/she is not qualified for the job, he/she shall not be entitled to any show-up pay. Once an applicant is rejected and paid the four (4) hours show-up pay, he/she shall not be entitled to show-up pay from the same employer if rejected during the six months period following the payment of show-up pay by the same employer.

18. A Contractor may discharge any employee for just cause, but the Contractor upon request by the employee shall have to prove just cause to the Joint Conference Board. If the Contractor is found guilty, the Contractor shall be compelled to pay lost wages and fringes not to exceed two (2) days. The decision shall be rendered within two (2) working days. The employee shall be entitled to lost wages and fringes only if the employee requests the Contractor to prove just cause within two (2) working days. If the Joint Conference Board deadlocks, the grievance shall proceed to Arbitration as provided in Article V.

19. In the event the Joint Hiring Hall does not dispatch any workers within two (2) full working days following the day that the Contractor's request for workers is received if the request is in writing, the Contractor may employ any worker, but shall arrange for a dispatch to be issued for such worker from the Joint Hiring Hall prior to the commencement of such employment, and such dispatch shall upon request be issued by the Joint Hiring Hall to the employee.

**20. NAME HIRE, RECALL, AND CALL FOR CERTIFIED WELDER:**

A. **NAME HIRE.** A Contractor may name hire one employee, regardless of that employee's place on the Class A List, by name from the Class A List only. If the Contractor does name hire, the next two journeymen dispatched to that Contractor must be list hires.



The hiring of applicants by name to act as Foreman or General Foreman shall count as a name hire. A name hire request must be in writing, signed by the Contractor or senior representative thereof, and presented to the Joint Hiring Hall. There will be no banking of name hire privileges that would result in a Contractor being able to hire two (2) employees consecutively by name.

In the event the name hired Class A employee is not registered on the Out-of-Work list with the Joint Hiring Hall, or not available for work, or not willing to accept the dispatch, the Joint Hiring Hall shall notify the Contractor as soon as possible; and the two (2) working days' period specified in paragraph 19 shall not commence to run until receipt by the Joint Hiring Hall of an additional request for an employee from the Contractor.

#### **B. RECALL FROM CLASS "A" LIST OR CLASS "B" LIST.**

**"A" LIST RECALL:** Upon receipt of a valid recall request, the Joint Hiring Hall shall dispatch the person registered on the "A" Out of Work List who has worked for said contractor within the past twelve (12) months, except as provided below:

Whenever an "A" List person has been on the Out of Work List and available for work for sixty (60) calendar days without being offered a referral for employment, recall shall be limited to persons registered on the "A" Out of Work List who have worked for said contractor within the past six (6) months. Once the six (6) month recall period has been implemented, it shall remain in effect for a minimum of thirty (30) days. The twelve (12) month recall provision will not be reinstated until there are no "A" List persons on the Out of Work List more than thirty (30) calendar days without a job offer.

**"B" LIST RECALL:** When there are no "A" List persons available for dispatch, upon receipt of a valid recall request for a "B" List person, the Joint Hiring Hall shall dispatch the person registered on the "B" Out of Work List who has worked for said contractor within the past six (6) months.

It is further understood that the recall for "B" List persons shall only be in effect from July 1, 1998 through June 30, 2000.

**C. CALL FOR CERTIFIED WELDER.** Effective July 1, 2000, a contractor may request the dispatch of a welder who holds a current certification issued by the U.A. Local 393 JATC in one of the following three (3) procedures: Shielded Metal Arc Welding (ARC), Metallic Inert Gas Welding (MIG), or Tungsten Inert Gas Welding (TIG). When a contractor requests the dispatch of a welder with a current U.A. Local 393 JATC certification in ARC, MIG, or TIG, the Joint Hiring Hall will dispatch certified welders in order of registration from the Class "A" Welder List, then those from the Class "B" Welder List, then those from the Class "C" Welder List, then those from the Class "D" Welder List, then those from the Class "E" Welder List. When a welder is hired by certification dispatch under this procedure, the welder will continue on the contractor's payroll when required to re-test to maintain any of the three (3) certifications stated above.

**21. RETURN TO IMMEDIATE PREVIOUS EMPLOYER:** Class A-List journeymen may return to work with their immediate previous employer, and must have a dispatch from the Joint Hiring Hall issued to them within two days of returning to work, provided that the journeyman has not worked more than seven (7) days for another employer. Short jobs (i.e., seven (7) days or less) shall not disqualify a Class A-List journeyman from returning to work for his/her immediate previous employer for whom he/she worked eight (8) or more days.

**22. OUT OF AREA CONTRACTOR - COMPANY REPRESENTATIVE:** Regardless of anything herein to the contrary, Contractors from outside the area covered by this Agreement coming into said area to perform work covered by this Agreement may bring in one (1) plumber for plumbing work, one (1) steamfitter for steamfitting work, one (1) sprinkler fitter for fire protection work and one (1) leadburner for lead line work for each job inside the area covered by this Agreement. The Contractor must, however, before commencement of the job, notify the Joint Hiring Hall in writing of the names of such workers. In the event the Contractor brings in one (1) worker, as above set forth, it shall be a condition of employing said worker within the jurisdiction of U.A. Local 393 for the Contractor to hire at least one (1) additional journeyman on the sixth (6th) working day.

**23. PAY RATES FOR OUT OF AREA CONTRACTOR COMPANY REPRESENTATIVES:** Any Contractor bringing a worker into this jurisdiction shall pay the highest wage and fringe package required by either their home Local Agreement or this Agreement. The worker's fringe benefits and vacation shall be paid to their home Local Union. The difference between the total package and the home Local Union fringe benefits will be paid to the worker as their taxable wage. Such benefits shall include travel or subsistence pay according to their Local Agreement and mileage shall be computed from such location as that Local Agreement stipulates. The Contractor shall supply Local 393 with copies of Certified Payroll, to include wages, fringes, travel or subsistence payments as outlined above upon written request by Local Union 393.

**24. NON DISCRIMINATION:** The Joint Hiring Hall, in carrying out the provisions of this Agreement with respect to matters covered in this ARTICLE regarding registration and dispatch, will not discriminate either in favor of or against any person by reasons of race, sex, creed, color, religion, national origin, or age, or of membership in, or non-membership in any Union, or by reason of activity in behalf or in opposition to any Union, nor shall the carrying out of the provisions of this Agreement with respect to the matters covered in this ARTICLE regarding registration and dispatch be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, except to the extent of enforcing the Union shop clause of this Agreement.

**25. GRIEVANCE PROCEDURE:** Any employee or applicant for employment claiming to be aggrieved by the application of any of the provisions or paragraphs of ARTICLE II or this ARTICLE III whether by the Union, the Association or any Contractor, may submit the same to the Grievance Procedure provided in ARTICLE IV hereof. Such grievance must, however, be submitted in writing to the Joint Hiring Hall Committee within ten (10) days of the occurrence giving rise thereto. Any worker or applicant for employment failing to observe the requirements of this paragraph shall by reason thereof be deemed to have waived their grievance. Forms for the submission of such grievance shall be available at all times in the Joint Hiring Hall. The

Joint Conference Board shall have the authority to promulgate rules and regulations for the operation of the Joint Hiring Hall not inconsistent with the terms of this Agreement.

26. **POSTING.** This ARTICLE III shall be posted on the Bulletin Board of the Joint Hiring Hall in its office, and the Bulletin Boards of the Contractors where notices to employees and applicants for employment are normally posted.

#### **ARTICLE IV Joint Hiring Hall Committee**

27. There shall be a single Joint Hiring Hall Committee composed of 5 Contractor and 5 Union representatives to supervise and control the operation of the job referral system herein. The Committee shall meet upon call of the Chairman or Vice-Chairman as necessary.

28. Three (3) members appointed by the Contractors and three (3) members appointed by the Union shall constitute a quorum.

29. The Joint Hiring Hall Committee shall have the following power:

A. To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.

B. Properly post the rules and regulations together with the provisions of this Agreement, as set out in ARTICLES II and III in the Joint Hiring Hall, at the Contractor's office and at the job site.

C. To hear and determine any and all disputes or grievances arising out of the operation of the job referral system, including, but not limited to, grievances arising from claims by applicants that they have been improperly placed on, or refused placement on, or denied dispatch from Out-of-Work registration lists, and claims by the Union or applicants for damages or other relief based on alleged violation of the hiring procedure. Any applicant or registrant shall have a right to refer any dispute or grievance arising out of and

relating to the operation or functioning of the job referral plan to the Joint Hiring Hall Committee.

D. To discipline any worker or applicant for employment who makes a deliberately false statement in his application for referral or who misrepresents his past experience or employment.

E. The Joint Hiring Hall shall establish and implement an Employment Eligibility Verification program to comply with the U.S. Immigration and Naturalization Service requirements for employees, who must produce acceptable documents to prove they are authorized to work in the United States under the Immigration Reform and Control Act of 1986. Any person not providing the Joint Hiring Hall with the proper documents so required shall not be eligible for dispatch. The requirements of the Immigration Reform and control Act of 1986 shall be available to the applicants for employment at the Joint Hiring Hall.

30. Whenever the Joint Hiring Hall Committee reaches a deadlock, the matter shall be submitted to an impartial arbitrator, selected in accordance with the terms of Paragraphs 36 and 37 of this Agreement. The authority of such arbitrator shall be limited to interpreting and applying the provisions of ARTICLES II and III and the rules and regulations of the Joint Hiring Hall Committee. The arbitrator's decision shall be final and binding on all parties, including applicants.

31. If any questions arise as to the qualifications and competency of an applicant, the Joint Hiring Hall Committee shall make the determination. Such determination shall be fair and impartial without regard to applicant's membership or non-membership in the Union.

## **ARTICLE V**

### **Joint Conference Board**

32. It is the intention of the parties to this Agreement to settle problems that may arise on a local level. In order to provide means for uniform interpretation and application of this Agreement in respect to any provisions upon which the parties may disagree, each Association and the Union hereby establish a separate Joint Conference Board

consisting of ten (10) members. Five (5) members shall be selected by the Union for each Board and five (5) members shall be selected by each Association for their Board.

33. A Joint Conference Board shall meet upon call of the Chairman or Vice-Chairman as necessary, and shall agree upon and determine the time and place of meetings, the rules and procedure, shall elect a Chairman, a Vice-Chairman and a Secretary from its membership, and shall determine all other details necessary to promote and carry off the business for which it is appointed. Two (2) members appointed by the Contractor Association, and two (2) appointed by the Union shall constitute a quorum for the transaction of the business of the Board; the number of votes allowed to each side, however shall in no event exceed the lesser number of Union or Contractor members present, as the case may be.

34. Whenever any such disagreement or dispute exists between the Union and any Contractor subject to this Agreement, either of said parties may refer the same to the Joint Conference Board of that Contractor's Association for determination. Such reference shall be in writing, signed by the party or its agent making the reference and shall be addressed and sent to the Secretary of the Board, and a copy thereof served upon the other party, and shall state the referring party's understanding of the same. The other party, not later than ten (10) days after receipt of said service may, but need not, send to the Board Secretary and serve copy on the referring party, its own understanding of the dispute or disagreement.

35. Upon such referral of such said matter, the Joint Conference Board shall take jurisdiction of the same and proceed to a determination of the said dispute or disagreement. Its decision shall be final and binding on both parties.

36. If the Joint Conference Board, after meeting, cannot or does not agree on a decision on any such matters within ten (10) days after so referred to it by the referring party, it shall lose jurisdiction thereof, and either party to the dispute may refer the matter to arbitration. If the matter is referred to arbitration, the Joint Conference Board shall choose an impartial person who shall act as arbitrator to decide the

matter. The arbitrator's decision shall be final and binding on all parties hereto. Any expense of employing such impartial person and/or reporter and transcript for the arbitration shall be borne equally by the parties hereto.

37. If the Joint Conference Board cannot or does not agree on the arbitrator within ten (10) days after it has lost jurisdiction to decide the matter referred to it, either party may request by proper legal proceedings any competent court to appoint the arbitrator.

38. Once such dispute or disagreement is legally and properly referred to the Joint Conference Board, the parties shall not use or invoke any means of enforcement of their respective positions except as hereinabove in this ARTICLE provided through the Joint Conference Board and the arbitration.

39. Additionally to the foregoing function of the Joint Conference Board, it may upon concurrence of a majority of the Contractor members and a majority of the Union members of the Board, function in respect to the following:

A. To establish the general recognition and enforcement of the wages, hours, and working conditions of this Agreement.

B. To hear and adjust disputes or differences that may arise in the enforcement of this Agreement.

C. To promote the mutual interest of the parties to this Agreement.

40. No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the Contractor and the Union within thirty (30) days after the alleged violation was committed unless a different time period is specified in this Agreement for the particular grievance involved. Any of the time limits set forth in this Article may, by mutual agreement of the Union and Association/Contractor involved, be extended or modified.

**ARTICLE VI**  
**No Strikes or Lockouts-Jurisdictional Disputes**

41. **NO STRIKES OR LOCKOUTS.** The parties hereto agree that while this Agreement is in effect, and while the other party hereto complies herewith, there shall be no strike, lockout or other work stoppage, except that it is understood that a stoppage of work because of any lawful primary picket line or one sanctioned by the Santa Clara-San Benito County Building Trades Council, shall not be a violation of this Agreement; and no employees shall be discharged, disciplined, suspended or laid off for honoring or refusing to work behind such picket line.

42. **JURISDICTIONAL DISPUTES:** In the event of any dispute between Local Unions of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, as to the jurisdiction of the work performed by Contractors, such dispute shall be referred to and settled by the United Association. The parties hereto agree that there will be no slowdown or stoppage of work except as set forth in the preceding paragraph; and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them, except for a violation of ARTICLE I, paragraph 3.

Pending the decision upon any dispute or grievance, work shall be continued in accordance with the provisions of this Agreement with the understanding that the Contractor signatory to this Agreement shall make the assignment of the work to Local No. 393 pending the resolution of the dispute, provided the Contractor has the legal right to make the assignment.

**ARTICLE VII**  
**Journeymen and Apprentice Training**

43. The Journeyman and Apprenticeship Training Program shall be administered by a joint committee composed of an equal number of Contractor and Union representatives. Each Association listed in Paragraph 1 shall be entitled to at least one representative on the Pipe Trades Joint Apprenticeship and Training Committee of Santa Clara and San Benito Counties (hereinafter referred to as JATC).



44. In order that an adequate supply of competent skilled workers shall be available at all times, it is agreed between the parties hereto that Apprenticeship Training shall conform to the Apprenticeship Standards prepared by the JATC and approved by the California Apprenticeship Council. The Local Union and JATC shall see that all apprentices receive a diversified training within their respective trade. The JATC may transfer any apprentice to another Contractor if the Committee finds that the apprentice is not getting the necessary training from his/her present Contractor.

45. **AUTHORITY OF J.A.T.C.** The JATC is authorized and empowered to adopt policies governing apprentices and to impose penalties for violations of those policies.

46. **APPRENTICE ATTENDANCE POLICY:** When an apprentice fails to attend a class of related instruction, an excuse for this failure must be submitted in writing to the office of the J.A.T.C. at the very next class session. The J.A.T.C. will review each excuse to determine whether or not the excuse is valid. Reporting to class after 6:00 p.m. will be considered tardy. Three (3) tardies will be equal to one absence; 30 minutes tardy equals an absence. An absence will be considered unexcused unless the apprentice submits to the J.A.T.C., in writing, official verification that the absence acquired was due to extraordinary situations such as: hospital confinements, non-working confining sickness or injury, or some serious event. If approved by the J.A.T.C., the absence will be considered excused. However, all class time missed has to be made up.

An unexcused absence will be considered an infraction of the policy and the following disciplinary action will be taken for each offense during a semester.

A. **1ST CITATION:** The first offense during a semester will result in an apprentice receiving a warning letter from the J.A.T.C. office.

B. **2ND CITATION:** The second offense during a semester will result in an apprentice being fined one hundred dollars (\$100.00) which will be due and payable to the Plumbing Industry Apprentice

Non-Profit Corporation within ten (10) days from the postmark date on the notice of infraction.

C. **3RD CITATION:** The third offense during a semester will result in an apprentice being fined two hundred dollars (\$200.00) which will be due and payable to the Plumbing Industry Apprentice Non-Profit Corporation within ten (10) days from the postmark date on the notice of infraction.

D. **4TH CITATION:** The fourth offense during a semester will result in an apprentice being fined three hundred dollars (\$300.00) which will be due and payable to the Plumbing Industry Apprentice Non-Profit Corporation within ten (10) days from the postmark date on the notice of infraction.

E. **5TH CITATION:** The fifth offense during a semester will be just cause for the cancellation of the apprenticeship agreement by the J.A.T.C. which will result in an apprentice being dropped from the trade.

Failure to pay the prescribed fine within the designated time will result in further disciplinary action which could involve a delay in the next pay raise of the apprentice and/or an extension of his/her completion date, at the discretion of the J.A.T.C.

47. **APPRENTICE WORKBOOK POLICY:** Each apprentice must properly fill out and submit a workbook (as supplied by the J.A.T.C.) monthly to the J.A.T.C. office no later than 8:00 a.m. sharp, on the tenth (10th) day of each month for review and posting to the apprentice's on-the-job file. Failure to submit the monthly workbook, properly filled out, on or before the prescribed day of each month during a calendar year will result in the following disciplinary action by the J.A.T.C.:

A. **1ST INFRACTION:** The first offense during a one year period will result in the apprentice receiving a warning letter from the J.A.T.C.

B. **2ND INFRACTION:** The second offense during a one year period will result in the apprentice being fined one hundred dollars

(\$100.00) which will be due and payable to the Plumbing Industry Apprentice Non-Profit Corporation within ten (10) days from the postmark date on the notice of infraction.

C. **3RD INFRACTION:** The third offense during a one year period will result in the apprentice being fined two hundred dollars (\$200.00) which will be due and payable to the Plumbing Industry Apprentice Non-Profit Corporation within ten (10) days from the postmark date on the notice of infraction.

D. **4TH INFRACTION:** The fourth offense during a one year period will result in the apprentice being fined three hundred dollars (\$300.00) which will be due and payable to the Plumbing Industry Apprentice Non-Profit Corporation within ten (10) days from the postmark date on the notice of infraction.

E. **5TH INFRACTION:** The fifth offense during a one year period will be just cause for the cancellation of the apprenticeship agreement by the J.A.T.C. which will result in an apprentice being dropped from the trade.

Failure to pay the prescribed fine within the designated time will result in further disciplinary action which could involve a delay in the next pay raise of the apprentice and/or an extension of his/her completion date, at the discretion of the J.A.T.C.

#### **48. APPRENTICE DISPATCH LAY-OFF POLICY:**

A. Each apprentice being dispatched for employment shall secure his/her dispatch slip from the Joint Hiring Hall office and proceed directly to the designated place of employment. The Joint Hiring Hall shall notify the J.A.T.C. when an apprentice has been dispatched. The J.A.T.C. office will either mail the work card to the apprentice, showing the new employer, or it will be given to him/her at the next class session.

B. The Joint Hiring Hall may dispatch beginning first period Building Trades plumber, steamfitter and refrigeration fitter apprentices at any time during the year. Apprentices whose employment starts after the most current semester of school has

started shall receive wage and fringe rate increases every six months throughout their apprenticeship as provided for apprentices in this Agreement. Said increases shall be withheld whenever said apprentice does not successfully complete his/her required semester of school or has not worked his/her required hours for said increase. Persons on the Building Trades apprentice plumbing, steamfitter or refrigeration fitter apprentice waiting list shall not be required to accept any employment other than during the period of two months just before the beginning of school for first period apprentices. Persons who do not accept employment when offered within sixty (60) calendar days of the beginning of school for first period apprentices shall be dropped from the waiting list.

C. The apprentice must notify the J.A.T.C. office immediately after a lay-off by his/her employer. He/she will be given first consideration for dispatch before a new apprentice is dispatched and accepted into the apprenticeship program. When a lay-off occurs, the apprentice is **REQUIRED TO SIGN IN AT THE J.A.T.C. OFFICE FIRST** before signing the Out-of-Work List at the Joint Hiring Hall. At the time of sign in at the J.A.T.C., he/she will be given an "Apprentice Out-of-Work Registration" slip which must be presented at the Joint Hiring Hall before being allowed to register as available for dispatch. Failure to follow this procedure will result in the lay-off date being changed on the Joint Hiring Hall Out-of-Work list to conform to the actual date the apprentice officially signed out-of-work at the J.A.T.C. office. **EXCEPTION:** The only exception to the above is during the time each December when the Training Center is closed for the holidays.

D. An apprentice who fails to adhere to this policy will be fined three hundred dollars (\$300.00) which will be due and payable to the Plumbing Industry Apprentice Non-Profit Corporation within ten (10) days from the postmark date on the notice of infraction.

## **ARTICLE VIII**

### **Working Conditions**

**49. CONTRACTORS WORKING WITH THE TOOLS:** Except as provided herein, no Contractor shall work with the tools of the trade. A "Contractor" shall be deemed to include any person, R.M.E., or R.M.O.,

and any one who by itself or through a member of its immediate family owns shares in, is a general or limited partner of, a firm which performs work covered by this Agreement.

50. A Contractor may work with the tools of the trade with or without a journeyman up to four (4) hours on any service and/or repair job which requires four (4) hours or less to complete. A Contractor may also perform emergency jobs and repair work where the health and safety of the public are endangered.

51. On all jobbing and/or repair jobs, no firm shall be allowed more than one (1) working member; and the name of such member must be filed with Local Union 393.

52. On new construction work an Individual Contractor may work with the tools of the trade within the territorial jurisdiction of Local Union 393 provided:

A. They do not work on Saturday, Sunday or Holidays.

B. They do not work before the start of, or after the end of the regular work day.

C. They employ a journeyman covered by this Agreement to work with them.

D. The name of the Contractor who will work with the tools of the trade is on file with the Local Union. This privilege is restricted to the holder of the appropriate Contractor's license whether it be the owner, or the RME or RMO.

E. Any Contractor found guilty by the Joint Conference Board of violating any portion of these paragraphs may have the privilege of these paragraphs revoked and will still be bound by the paragraphs of this Collective Bargaining Agreement.

53. Any exception to the above provisions must be approved by the Joint Conference Board.

**54. SERVICE AND REPAIR DEFINED FOR PURPOSES OF CONTRACTORS WORKING WITH THE TOOLS:** The repairing or

replacing water heaters, water services, installing gas stoves, repairs to heating systems, clearing sewer stoppages, the replacement of any inoperative equipment with equipment of a like size and type. Replacing of pipe that has failed to function with pipe of the same type and size.

**55. CONTRACTOR PROVIDED VEHICLES:** The Contractor's vehicle transporting employees shall be driven by a competent driver. No employee shall accept transportation in a Contractor's vehicle unless it is satisfactorily enclosed against the elements of the weather. A vehicle shall be provided with seats or benches. Employees are expressly forbidden to ride in the bed of trucks that contain gasoline, solvents, pipe, fittings, equipment or materials.

**56. GENERAL FOREMEN AND FOREMEN:** A general foreman or foreman shall be defined as an A List journeyman who is employed by the Contractor to act as a general foreman or foreman. Class B, C, D and E List journeymen shall not be employed as a general foreman or foreman.

**57. FOREMAN RATIO:** The selection and number of foremen is the responsibility of the Contractor. Where three (3) or more journeymen and apprentices (i.e. employees) are working, one (1) foreman shall be appointed and shall so act until said foreman has a total of nine (9) employees under supervision. If the job requires more employees, when the eleventh (11th) employee is hired, another foreman shall be appointed until said foreman has nine (9) employees under his/her supervision. Whenever the twenty-first (21st) employee is hired, a general foreman shall be named, and then the above ratio shall be followed for additional foremen and employees.

**58.** The above ratio shall also be applicable to all fabricating and welding bays.

**59.** Intent of Foreman Ratio to employees (journeymen and apprentices) inclusive:

3 employees	-- a foreman shall be named
1 foreman	-- 3 through 10 employees
2 foremen	-- 11 through 20 employees
21st employee	-- a general foreman shall be

22nd employee	named
3 foremen, one general foreman	-- 3rd foreman shall be named
	-- 22 to 30 employees

The above ratio shall be followed for additional foremen and employees.

60. The general foreman shall not work as a journeyman. A foreman or general foreman with five (5) or more journeymen and apprentices inclusive under his/her supervision shall not work as a journeyman except that he/she may do so if he/she is engaged in work on a housing tract or in work on a multi-family dwelling contract, no part of which exceed three (3) stories in height, excluding garage. INTENT: The intent of this language is to provide that when a contractor has a contract that has multi-family dwellings more than three (3) stories in height and satellite dwellings less than three (3) stories in height, all work performed under that contract will require a non-working foreman when the foreman has five (5) or more journeymen and apprentices under his/her supervision.

61. General foremen may give orders directly to workers not in their crew provided they advise the workers' foreman of such as soon as practical.

62. All parties shall comply with all Federal Health and Safety Laws, State Laws, and City and County Ordinances pertaining to the Plumbing, Heating and Pipe Fitting Industry, including all State Safety and Health Measures and Laws. All Plumbing and Heating Contractors shall at all times encourage their journeymen employees to acquire a Certificate of Competency to perform work covered under the Uniform Plumbing Code, and all Contractors shall do everything within their power to promote a Uniform Plumbing Code covered by the jurisdiction of this Agreement.

63. **EMPLOYEE ERRORS:** The worker shall be responsible for defects of workmanship resulting from their own negligence, the question of such responsibility to be determined by the Joint

Conference Board as provided in ARTICLE V. The Union shall, however, in no event be responsible for worker's performance of their work.

**64. STARTING WORK:** Workers may be at the Contractor's shop, yard, or job site at a time prior to their regular shift, but in no event shall workers be at their place of work ready to work prior to five (5) minutes before commencement of the work day.

**65.** The unloading or loading of trucks or handling material, or driving a truck that was loaded with material and equipment before the starting time and after the ending time is classified as overtime work covered by this Agreement and shall be paid for at the overtime rate of pay.

**66.** Where, because work area is located inside an industrial plant, the employees are required to walk to the work area and the time required to walk to the work area creates a hardship on the employees, the Contractor's representative and the Union's representative shall meet to establish a reasonable time to be allowed to walk one way on the Contractor's time. If the parties cannot agree on a reasonable time, the matter shall be certified to the Joint Conference Board and the decision of the Board shall be binding on all parties.

**67. PARKING.** Parking fees shall be paid by the Contractor where there is no free parking available within 2/10<sup>th</sup> of a mile of the job site in the following areas:

University of Santa Clara  
Stanford University  
San Jose City College  
San Jose State University  
San Jose Urban Redevelopment

**68. VOTING TIME OFF:** If any employee does not have sufficient time outside of working hours within which to vote at any general, direct primary or presidential primary election, they may, without loss of pay, take off so much working time as will, when added to their voting time outside their working hours, enable them to vote.



69. Employees may take off so much time as will enable them to vote, but not more than two (2) hours of which shall be without loss of pay, provided that they shall be allowed time off for voting only at the beginning or end of their regular working shift, whichever allows the most free time for voting and the least time off from regular working shift, unless otherwise mutually agreed.

70. If the employee on the third (3rd) working day prior to the day of the election knows or has reason to believe that they will need time off to enable them to vote on election day, said worker shall give Contractor at least two (2) working days' notice that they desire time off in accordance with the provisions of this paragraph.

71. Each employee shall have at least the rights guaranteed under the provisions of the Election Code of the State of California as it now exists or as it may be amended during the term of this Agreement.

72. No rules, customs, or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction on the use of machinery, tools or other labor-saving devices supplied by the Contractor, provided such equipment is operated in accordance with the applicable State and Federal safety orders.

73. **TESTS:** Whenever any test is required of any employee by a Contractor by reason of the specification of a job, the Union agrees that upon being requested to furnish workers for such test they will supply only workers who are experienced in the type of work for which the test is required, unless otherwise agreed to by the Contractor. Before any person commences the test, they shall be placed on the payroll of the Contractor. Any employee failing to pass the test shall be paid not less than four (4) hours at straight time rate, unless the time goes beyond the hours of a regular work day.

74. **RECERTIFICATION:** When an employee needs to recertify in the particular phase of welding which they are performing for a Contractor, the Contractor agrees to continue them on the payroll while they perform recertification.

75. No employee shall be permitted to perform any work covered under this Agreement coming under the jurisdiction of the Local Union without having been properly dispatched from the Joint Hiring Hall. Violations of this paragraph shall be submitted to the Joint Conference Board. This paragraph shall not preclude the Local Union from taking such action as they feel necessary before their Local Union Executive Board.

76. **TOOLS:** The workers shall use ordinary care of all tools.

77. No employee covered by the terms of this Agreement shall furnish an automobile or any conveyance for any purpose other than to convey himself/herself to and from work. **INTENT:** Means that the worker shall not use its personal vehicle between the established work hours of this Labor Agreement.

78. **CONTRACTOR TRUCK IDENTIFICATION:** All trucks of Contractors are to be identified by a sign and number on both sides of the truck, legible at one hundred feet (100'), painted or permanently attached thereto, and displaying the name of the firm, the contractor's license number for the firm. Any Contractor found guilty by the Joint Conference Board of violating this paragraph will be subject to disciplinary action of a fifty dollar (\$50) contribution to the Training Fund.

79. Every truck must have a competent driver who has a valid California State Driver's License and who shall be paid at the prevailing wage rate.

80. No employee shall drive an Contractor's truck unless it shall be identified as described herein.

## **ARTICLE IX**

### **Holidays**

81. **CONSTRUCTION:** The following are holidays for all construction, including but not limited to new construction, remodel, retrofit and tenant improvement:

The day before New Year's Day

New Year's Day  
Martin Luther King's Birthday (3rd Monday in January)  
President's Day  
Good Friday  
Memorial Day  
Fourth of July  
First Friday in August  
Labor Day  
Columbus Day  
Veterans' Day (2nd Monday in November)  
Thanksgiving Day  
Friday following Thanksgiving Day  
The day before Christmas  
Christmas Day

**ADDITIONAL HOLIDAYS:** The following days are Holidays:

Monday following a Sunday Holiday  
Monday preceding a Tuesday Holiday  
Friday following a Thursday Holiday  
Friday preceding a Saturday Holiday  
Friday preceding a Monday Holiday  
[except the Friday before Columbus Day],  
Martin Luther King's Birthday and Veterans Day  
Saturday in conjunction with a Monday or Friday Holiday.

**UNION ACTIVITIES DAY:** The Contractor agrees that should the Union implement a Union Activities Day, the Contractor will permit employees to take off from work one (1) day per year, upon receiving thirty (30) days notice from the Union.

82. No work shall be required on Labor Day except in cases of extreme emergencies, where the health and/or safety of the public are endangered.

83. **SERVICE AND REPAIR:** The following shall be considered holidays on Service and Repair. The rate of pay for all work performed on service and repair holidays is time and one-half the taxable rate, plus straight time for all fringe benefit payments:

New Year's Day  
President's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

If a holiday falls on a Sunday, the Monday following shall be considered a holiday.

## **ARTICLE X**

### **Overtime Work Permits**

84. It is the responsibility of the Contractor and employee to see that Overtime Permits are obtained and posted for all programmed construction overtime work. INTENT: Means all programmed overtime work performed before and after the regular work day, and work performed on Saturdays, Sundays and holidays.

85. The Contractor must contact the Local Union and obtain permission for all overtime work and an Overtime Permit number. Overtime Permits on approved permit forms must contain the Contractor's name, dates to be worked, the job name, the job address, the names of all employees working and an Overtime Permit number. Overtime Permit forms may be obtained from the Local Union Office.

86. The Local Union shall have the right to refuse Overtime Permits when ten percent (10%) of the membership is unemployed in the classification of work for which the Permit is requested, excepting jobbing and repair, industrial maintenance, commercial remodeling or any work that can only be done during overtime hours. Upon being found guilty of violating this ARTICLE by the Joint Conference Board, the Contractor may be liable for wages and fringe benefits to be paid to workers on the out-of-work list at the Joint Hiring Hall for all work performed without obtaining an Overtime Permit as required above.

**ARTICLE XI**  
**Subcontracting**

87. The terms and conditions of this Agreement insofar as they affect the Contractor shall apply equally to any Subcontractor under the control of, or working under contract with, such Contractor on any work covered by this Agreement which is to be performed at the site of construction, alteration, painting or repair of any building, structure or other work, and said Subcontractor with respect to such work shall be considered the same as the Contractor covered hereby.

88. If a Contractor subcontracts any such work, provision shall be made in the subcontract for the observance by the Subcontractor of all of the terms and conditions of this Agreement.

89. A Subcontractor is defined as any person (other than a Contractor covered hereby), firm, or corporation, who or which agrees orally or in writing, to perform for or on behalf of a Contractor any part of the work covered by this Agreement.

90. No Contractor who has complied with the requirements of this ARTICLE XI shall be liable to the Union or to any worker for any default of its Subcontractor in the performance of the terms and conditions of this Agreement if the following language is contained in the contract with the Subcontractor:

In consideration of CONTRACTOR entering into this Agreement, SUBCONTRACTOR agrees that in the performance of all work hereunder, SUBCONTRACTOR will be bound by and comply with all terms and conditions of the Collective Bargaining Agreement between U.A. Local No. 393 and the CONTRACTOR and all Individual and Independent Contractors and others, governing the performance of work by CONTRACTOR.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Sub-Contractor Signature

91. It is understood and agreed that this provision shall be enforced only to the extent necessary to protect and preserve to the employees in the bargaining unit all of the work which has normally and traditionally been performed by them. It is further understood and agreed that enforcement of this provision shall not include any self-help on the part of the Local Union such as the removal of employees from the job. All enforcement will be under the grievance procedures of the collective bargaining agreement.

## **ARTICLE XII**

### **Stewards and Union Representatives**

92. A steward shall be a working journeyman appointed by the Business Manager or Agent who shall, in addition to their work as a journeyman, be permitted to perform during working hours, Union duties as cannot be performed at any other time. The Union agrees that such duties shall be performed as expeditiously as possible, and the Contractors agree to allow the stewards a reasonable amount of time for performance of such duties. The Union shall notify the Contractors of the appointment of each steward in writing.

93. The steward shall be the last journeyman laid off or transferred. If transferred, the steward shall be the first journeyman returned to the job.

94. The steward shall be given the opportunity to work on any overtime provided said steward is competent and capable of such.

95. If a Contractor is not satisfied with the performance of a steward, the Contractor or Contractor's Representative shall go before the Joint Conference Board with the steward to discuss any dissatisfactions.

96. The Business Representative of the Local Union shall have access to the job site or shop, excluding offices, during working hours for the purpose of checking the members of the Union and the manner in which the terms of this Agreement are being complied with. If any condition requiring adjustment is observed, said Business Represen-

tative shall report them to the Contractor or their authorized representative.

### **ARTICLE XIII Pay Provisions**

**97. JOURNEYMAN AND APPRENTICE PAY CLASSIFICATIONS:** Effective July 1, 1998, there shall be four (4) classifications of journeyman employees and two (2) classifications of apprentice employees covered under this agreement for the purpose of determining total pension contributions. Classification is based upon industry seniority under the Collective Bargaining Agreements entered into with Contractors by the Union and the attainment of the advanced levels of experience and status within the trade. Applicable terms and conditions of this Agreement shall be applied in accordance with attained classification. Applications for classification designations shall be submitted to the Business Manager/Financial Secretary of the Union, and upon his/her recommendations, classification designations shall be granted by the U.A. Local No. 393 Hiring Hall Committee upon verification that the applicant has achieved the requisite experience as outlined below:

#### **JOURNEYMAN PAY CLASSIFICATIONS:**

**CLASS 1** shall consist of all journeymen who have not met the requirements of Class 2, Class 3 or Class 4. Travelers shall be presumed to have Class 1 status only, unless sufficient proof of the requisite experience for a higher classification is presented at the time of initial dispatch.

**CLASS 2** employees shall consist of journeymen who have performed at least two (2) years at the trade pursuant to a U.A. Local 393 Collective Bargaining Agreement or who within the twelve (12) months immediately preceding application for Class 2 status have been regularly employed as a Foreman and/or General Foreman for at least two (2) months pursuant to a U.A. Local 393 Collective Bargaining Agreement.

**CLASS 3** shall consist of journeymen who have performed at least four (4) years at the trade pursuant to a U.A. Local 393 Collective

Bargaining Agreement and/or who have within the twelve (12) months immediately preceding application for Class 3 status have been regularly employed as a Foreman and/or General Foreman pursuant to a U.A. Local 393 Collective Bargaining Agreement for at least four (4) months.

**CLASS 4** shall consist of journeymen who have performed at least six (6) years at the trade pursuant to a U.A. Local 393 Collective Bargaining Agreement and/or who have within the twelve (12) months immediately preceding application for Class 4 status have been regularly employed as a Foreman and/or General Foreman pursuant to a U.A. Local 393 Collective Bargaining Agreement for at least six (6) months.

### **APPRENTICE PAY CLASSIFICATIONS**

**Basic Apprentices Class** shall consist of all apprentices indentured to the Joint Apprenticeship Training Committee affiliated with U.A. Local 393 who have not met the requirements for Class A4.

**CLASS A 4** employees shall consist of apprentices who have completed at least five (5) periods of apprenticeship training required by the JATC.

Each employee shall submit to the Business Manager/Financial Secretary of the Local Union any classification change no later than December 2, of each year. Upon approval by the Business Manager/Financial Secretary of the Union, such classification shall be effective January 1. The Union shall notify the Contractors of the approved classification of each employee on or before December 16. Any Contractor not so advised shall effective January 1 of each year contribute for such employees as Class 1 employees, and such classification shall continue through December 31 of that year.

Classification change notifications shall be in writing upon an approved form and in accordance with the rules and regulations adopted by the U.A. Local No. 393 Joint Hiring Hall Committee and approved by the Association(s) and/or any other recognized Contractor bargaining group. Upon notification by the Union to the individual Contractor of an approved classification change, the individual



Contractor shall pay wages and fringe contributions at the approved classification level unless and until notified by the Union of a classification change. In no event shall a classification change be implemented except by proper notification from the Union, and no more than one (1) classification change may be effected during any contract year, and shall be effective as of January 1, provided the Contractor received notice of such change on or before the immediately preceding December 16.

98. **Straight Time Hourly Cost Schedule** Effective July 1, 1998 through June 30, 1999, the journeyman total hourly cost package shall be as follows:

**JOURNEYMEN RATE**

Base Rate	\$36.91
Vacation	\$ 1.25
Dues Check-Off	\$ 1.16
<b>TOTAL TAXABLE WAGES</b>	<b>\$39.32</b>

**PENSION CONTRIBUTIONS**

Pension Class 1	\$ 5.52
Pension Class 2*	\$ 7.52
Pension Class 3*	\$ 9.52
Pension Class 4*	\$11.52

\*Eligibility for pension classification is determined according to the criteria set forth in Paragraph 97. Taxable wage for Class 2 reduced by \$2.00/hour. Taxable wage for Class 3 reduced by \$4.00/hour. Taxable wage for Class 4 reduced by \$6.00/hour.

**HEALTH AND WELFARE CONTRIBUTIONS**

H&W 1	\$3.60
H&W 2**	\$4.60
H&W 3**	\$5.60

\*\*Health and Welfare Contribution categories are based on different employment criteria than the

Pension Contribution classification. The contribution category for each employee will be stated on the dispatch. Eligibility for high Health and Welfare contribution rates is based upon the individual's total number of years work in the industry as determined by local Union records as follows:

Category H&W 2: 4 years  
Category H&W 3: 7 years

The taxable wage for employees dispatched in Health and Welfare Category H&W 2 shall be reduced by \$1.00 per hour. The taxable wage for employees dispatched in Category H&W 3 shall be reduced by \$2.00 per hour.

**OTHER FRINGE BENEFIT CONTRIBUTIONS**

Training	\$1.00
U.A. Training	\$ .05
Labor Mgmt. Cooperation	\$ .05
Contract Administration	\$ .22
Supplemental Unemployment	\$ .30
<b>JOURNEYMEN TOTAL COST PACKAGE</b>	<b>\$50.06</b>

99. **FOREMAN AND GENERAL FOREMAN PAY:** Foremen shall receive not less than ten percent (10%) and general foremen not less than twenty percent (20%) over the regular straight time hourly rate for journeymen, including vacation payments, and computed to the nearest one cent (1¢). The fringes for foremen and general foremen shall be the same as for journeymen.

**Straight Time Hourly Cost Schedule**

Effective July 1, 1998 through June 30, 1999, the total hourly cost package for foreman and general foreman shall be as follows:

**FOREMAN TAXABLE RATE**

Base Rate	\$40.73
-----------	---------

Vacation	\$ 1.25
Dues Check-Off	\$ 1.16
<b>TOTAL TAXABLE WAGES</b>	<b>\$43.14</b>
<b>GENERAL FOREMAN TAXABLE RATE</b>	
Base Rate	\$44.54
Vacation	\$ 1.25
Dues Check-Off	\$ 1.16
<b>TOTAL TAXABLE WAGES</b>	<b>\$46.95</b>
<b>FRINGE BENEFIT CONTRIBUTIONS:</b>	
<b>FOREMAN TOTAL COST PACKAGE</b>	<b>\$53.88</b>
<b>GENERAL FOREMAN TOTAL COST PACKAGE</b>	<b>\$57.69</b>

### **100. FUTURE INCREASES:**

A. Effective July 1, 1999 through June 30, 2000, there will be a minimum increase in the journeyman cost package of \$1.50 per hour or a cost of living increase not to exceed \$2.00 per hour. The cost of living increase will be based on the percentage increase in the Bay Area Cost-of-Living Index of Urban Wage Earners and Clerical Workers for the year ending December 31, 1998, calculated on the cost package of July 1, 1998 (which excludes Apprenticeship Training Fund and Employer Trust Funds). The total hourly cost package will be allocated to wages and fringes by the members of Local 393.

B. Effective July 1, 2000 through June 30, 2001, there will be a minimum increase in the journeyman cost package of \$1.50 per hour or a cost of living increase not to exceed \$2.00 per hour. The cost of living increase shall be based on the percentage increase in the Bay Area Cost-of-Living Index of Urban Wage Earners and Clerical Workers for the year ending December 31, 1999, calculated on the cost package of July 1, 1999 (which excludes Apprenticeship Training Fund and Employer Trust Funds). The total hourly cost package will be allocated to wages and fringes by the members of Local 393.

C. Effective July 1, 2001 through June 30, 2002, there will be a minimum increase in the journeyman cost package of \$1.50 per hour or a cost of living increase not to exceed \$2.00 per hour. The cost of living increase shall be based on the percentage increase in the

Bay Area Cost-of-Living Index of Urban Wage Earners and Clerical Workers for the year ending December 31, 2000, calculated on the cost package of July 1, 2000 (which excludes Apprenticeship Training Fund and Employer Trust Funds). The total hourly cost package will be allocated to wages and fringes by the members of Local 393.

D. Effective July 1, 2002 through June 30, 2003, there will be an increase in the journeyman cost package of \$1.50 per hour or an increase equal to the percentage increase in the Bay Area Cost-of-Living Index of Urban Wage Earners and Clerical Workers for the year ending December 31, 2001, calculated on the cost package of July 1, 2001 (which excludes Apprenticeship Training Fund and Employer Trust Funds), whichever is greater. The total hourly cost package will be allocated to wages and fringes by the members of Local 393.

E. Effective July 1, 2003 through June 30, 2004, there will be an increase in the journeyman cost package of \$1.50 per hour or an increase equal to the percentage increase in the Bay Area Cost-of-Living Index of Urban Wage Earners and Clerical Workers for the year ending December 31, 2002, calculated on the cost package of July 1, 2002 (which excludes Apprenticeship Training Fund and Employer Trust Funds), whichever is greater. The total hourly cost package will be allocated to wages and fringes by the members of Local 393.

F. Effective July 1, 2004 through June 30, 2005, there will be an increase in the journeyman cost package of \$2.00 per hour or an increase equal to the percentage increase in the Bay Area Cost-of-Living Index of Urban Wage Earners and Clerical Workers for the year ending December 31, 2003, calculated on the cost package of July 1, 2003 (which excludes Apprenticeship Training Fund and Employer Trust Funds), whichever is greater. The total hourly cost package will be allocated to wages and fringes by the members of Local 393.

**101. VACATION DEDUCTION:** The Contractor shall deduct from the basic hourly wage rate one dollar and twenty-five cents (\$1.25) per hour for each straight time hour worked, \$1.88 per hour for each time

and one-half (1 1/2) hour worked and \$2.50 for each double (2) time hour worked.

**DUES CHECK-OFF DEDUCTION:** The Contractor shall deduct from the basic hourly wage rate the amount specified for dues check off for each hour worked as provided in this Agreement.

**102. VACATION TIME OFF:** Each employee must be allowed a minimum of two (2) weeks' vacation each year if requested, provided the employee notifies the Contractor at least two (2) weeks in advance.

**103. APPRENTICE WAGES AND FRINGES:** Effective July 1, 1998, first period apprentices shall be paid 35% of the journeyman Class 1 taxable wage, plus \$2.00 per hour. The percentage of subsequent wage rates shall be as determined by the Joint Apprenticeship Training Committee. The J.A.T.C. shall notify the Contractor of these subsequent wage rates.

### **BASIC APPRENTICE WAGE RATES**

**Effective July 1, 1998 through June 30, 1999**

Basic Apprentice	Base Wages	Dues Check-Off	Vacation Holiday Deduction	Total Taxable Rate
1st Period	16.31	\$.51	\$.60	\$15.20
2nd Period	18.24	.51	.65	17.08
3rd Period	20.15	.51	.70	18.94
4 <sup>th</sup> Period	22.09	.51	.75	20.83
5 <sup>th</sup> Period	24.01	.51	.80	22.70
6 <sup>th</sup> Period	25.92	.76	.85	24.31
7 <sup>th</sup> Period	27.85	.76	.90	26.19
8 <sup>th</sup> Period	29.77	.76	.95	28.06
9 <sup>th</sup> Period	31.70	.76	1.00	29.94
10 <sup>th</sup> Period	35.55	.76	1.10	33.69

**CLASS A4 - APPRENTICE WAGE RATES**  
**Effective July 1, 1998 through June 30, 1999**

(only apprentices in 6th through 10th periods are eligible for Class A4 status)

Class 4A Apprentice	Base Wages	Dues Check-Off	Holiday Deduction	Taxable Rate
6 <sup>th</sup> Period	\$23.92	.76	\$.85	\$22.31
7 <sup>th</sup> Period	25.85	.76	.90	24.19
8 <sup>th</sup> Period	27.77	.76	.95	26.06
9 <sup>th</sup> Period	39.70	.76	1.00	27.94
10 <sup>th</sup> Period	33.55	.76	1.10	31.69

**APPRENTICE FRINGE BENEFIT SCHEDULE**

	BASIC		CLASS A4
	Period 1-5	Period 6-10	
Health & Welfare	\$3.60	3.60	3.60
Pension	3.52	3.52	5.52
U.A. Training	.05	.05	.05
Training	1.00	1.00	1.00
Contract Administration	.27	.27	.27
Supplement Unemployment	.13	.26	.26
<b>TOTAL FRINGES</b>	<b>8.57</b>	<b>8.70</b>	<b>10.70</b>

**104. CONSTRUCTION TRADESMEN WAGES, FRINGE BENEFITS AND WORKING CONDITIONS.**

**A. Wages and Fringes: JULY 1, 1998, THROUGH JUNE 30, 1999**

**WAGE PROGRESSION SHALL BE BASED UPON  
TOTAL EMPLOYMENT IN THE INDUSTRY WITH  
SIGNATORY EMPLOYER(S).**

**Construction Tradesman - Year 1**

Base Rate	\$10.79
Vacation	0.00
Dues Check-Off	.21
Fringes	0.00
<b>Total Cost Package</b>	<b>\$11.00</b>

**Construction Tradesman - Year 2**

Base Rate	\$12.00
Vacation	.50
Dues Check-off	.21
<b>Total Taxable</b>	<b>\$12.71</b>
<b>Fringes</b>	
Health & Welfare	\$3.25
Pension	.50
Training	.25
Contract	.25
Administration	
<b>Total Fringes</b>	<b>\$4.25</b>
<b>Total Cost Package</b>	<b>\$16.96</b>

**Construction Tradesman - Year 3**

Base Rate	\$16.94
Vacation	.50
Dues Check-Off	.31
<b>Total Taxable</b>	<b>\$17.75</b>
<b>Fringes</b>	
Health & Welfare	\$3.25
Pension	.50
Training	.25
Contract	.25
Administration	
<b>Total Fringes</b>	<b>\$4.25</b>
<b>Total Cost Package</b>	<b>\$22.00</b>

**Construction Tradesman - Year 4**

Base Rate	\$18.19
Vacation	.50
Dues Check-off	.31
<b>Total Taxable</b>	<b>\$19.00</b>
<b>Fringes</b>	
Health & Welfare	\$3.25
Pension	.50
Training	.25
Contract	.25
Administration	
<b>Total Fringes</b>	<b>\$4.25</b>
<b>Total Cost Package</b>	<b>\$23.25</b>

**Construction Tradesman - Year 5**

Base Rate	\$20.32
Vacation	1.25
Dues Check-Off	.31
<b>Total Taxable</b>	<b>\$21.88</b>
<b>Fringes</b>	
Health & Welfare	\$3.25
Pension	2.25
Training	.25
Contract	.25
Administration	
<b>Total Fringes</b>	<b>\$6.00</b>
<b>Total Cost Package</b>	<b>\$27.88</b>

B. **SCOPE OF WORK:** Tradesman scope of work defined at end of Exhibit A.

**C. PROBATIONARY PERIOD:** Unless and until the Tradesman completes one full continuous year of employment with same employer, he/she shall be employed on probationary status. During such probationary period, the Tradesman may be terminated for any reason and such termination shall not be subject to the grievance procedure of the Agreement. Upon completion of the probationary period, an unemployed Tradesman shall be entitled to placement on the construction Tradesman A list at the hiring hall and shall have priority in dispatch over probationary construction Tradesman on the construction Tradesman B list. If a Tradesman who has passed probation is terminated and contends that he/she was terminated without just cause, then the grievance procedure of this Agreement shall apply.

**D. WAGE & FRINGE REALLOCATION:** Local Union 393 may re-allocate moneys between wages and fringe benefits so long as the Total Cost Package does not change.

**E. ANNUAL WAGE OPENING:** This Agreement may be opened each year on the anniversary date of July 1 to renegotiate Tradesmen wages and fringes by either party by giving notice in writing to the other party during the 30 day period between 60 and 90 days prior to the appropriate July 1 anniversary date.

**105. MATERIAL HANDLER WAGES, FRINGE BENEFITS AND WORKING CONDITIONS:**

**A. WAGES and FRINGES, July 1, 1998 through June 30, 1999**

The classification of "Material Handler" shall be established with the following wage and fringe package:

Wage:	
Base Rate	\$10.50
Vacation	.50
Dues Check Off	.21
<b>Total Taxable Wages</b>	<b>\$11.21</b>
Fringes:	
Health & Welfare	3.25
Pension	.50



Contract Administration	.25
<b>Total Fringes</b>	<b>\$4.00</b>
<b>TOTAL COST PACKAGE</b>	<b>\$15.21</b>

B. **SCOPE OF WORK:** Material Handler scope of work defined at end of Exhibit A.

C. **PROBATIONARY PERIOD:** Unless and until the Material Handler completes one full continuous year of employment with same employer, he/she shall be employed on probationary status. During such probationary period, the Material Handler may be terminated for any reason and such termination shall not be subject to the grievance procedure of the Agreement. Upon completion of the probationary period, an unemployed Material Handler shall be entitled to placement on the construction Material Handler A list at the hiring hall and shall have priority in dispatch over probationary construction Material Handler on the construction Material Handler B list. If a Material Handler who has passed probation is terminated and contends that he/she was terminated without just cause, then the grievance procedure of this Agreement shall apply.

D. **WAGE & FRINGE REALLOCATION:** Local Union 393 may re-allocate moneys between wages and fringe benefits so long as the Total Cost Package does not change.

E. **ANNUAL WAGE OPENING:** This Agreement may be opened each year on the anniversary date of July 1 to renegotiate Material Handler wages and fringes by either party by giving notice in writing to the other party during the 30 day period between 60 and 90 days prior to the appropriate July 1 anniversary date.

106. **PAY DAY PROVISIONS.** Pay day shall be once each week with not more than three (3) days' pay being withheld, except that if because of the size or nature of the job and payroll more time is needed, the time may be extended by mutual consent between Contractor and the Local Union. Employees are to be paid during the regular shift whether working in a shop, Contractor's yard, or in the field. If a regular pay day falls on a holiday, the day before the holiday

shall be designated as pay day. When a holiday falls on the day after the end of the pay period, pay day may be one (1) work day later.

**107. PAY ON LAYOFF OR DISCHARGE:**

A. When employees are laid off or discharged, they must be paid wages due them immediately at the time of layoff or discharge in compliance with the California State Labor Code.

B. Employees terminated shall be released no less than one (1) hour before the end of their employment to report to the Hiring Hall for the purpose of registering for work and shall be paid for this hour or paid one (1) hour in addition to the hours actually worked.

**108. PAYROLL CHECKS:** Payroll checks must bear the authorized signature of and be drawn from the account of the Contractor to whom dispatched. The employee shall receive a check stub from each check showing the Contractor's name and address, the rate of pay and the pay period covered. The regular and overtime hours worked shall be shown in separate columns, and vacation contributions and all other deductions that are a part of this Labor Agreement, and all of the other deductions required by law, shall also be listed.

109. If a Contractor issued a check with insufficient funds in the bank for payment, it shall be required to issue only certified checks for the duration of the job or for ninety (90) days, whichever is longer, and shall reimburse the employee immediately by certified check for the non-sufficient fund check issued and for bank charges assessed for such check. The Contractor shall also be required to pay all fringe benefits on a weekly basis to the Trust Fund by certified checks during the duration of the job or for ninety (90) days, whichever is longer.

**110. REPORTING PAY-WORK NOT AVAILABLE.** Any employee, after being hired and reporting for work at the regular starting time, and for whom no work is provided, shall receive pay for four (4) hours at the prevailing rate of wages unless they have been notified not to report; and any employee who reports to work and for whom work is provided shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one day shall receive not less than a full day's pay. An employee laid off at or before the lunch period shall

be paid not less than four (4) hours. However, the exception shall be when strike conditions make it impracticable to put such an employee to work, or where stoppage of work is occasioned thereby, or when an employee leaves his work on his own accord.

**111. REPORTING PAY-INCREMENT WEATHER:** An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions or other conditions beyond the control of the Contractor, will receive two (2) hours' pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided in this ARTICLE, the worker must remain on the job available for work and work if so instructed, during the period of time for which they received pay unless released sooner by the Contractor's principal supervisor. After starting to work and work is stopped because of weather conditions, the worker shall receive pay for the actual time on the job, but in no event less than two (2) hours. The Contractor shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on overtime day or on shift work, the premium rate shall be paid.

**112. PAY FOR DAY OF DISPATCH:**

A. When employees are dispatched between 8:00 a.m. and 10:00 a.m. on the same day the valid request is received and they arrive at the shop or job site no later than 10:00 a.m., they shall be paid from the normal starting time. If the employee arrives at the shop or job site later than 10:00 a.m., he/she shall be paid from the time he/she reported for work, plus one (1) hour.

B. When a valid request is received any time before 9:30 a.m. the day before the employee is to report for work and the employee is registered on the out-of-work list, the employee shall be paid from the time he/she reported. If the employee was not signed in on the out-of-work List before 9:30 a.m. the day before, then the employee shall be paid in accordance with Paragraph A above.

**ARTICLE XIV**  
**Work Day – Work Week & Overtime Provisions**  
**Construction**  
**(paragraphs 113 through 118)**

113. The work day shall consist of eight (8) consecutive hours, between 7:00 a.m. and 4:30 p.m., exclusive of a one-half (1/2) hour lunch period.

114. The work week shall consist of five (5) eight (8) hour days, Monday through Friday.

115. During Daylight Saving Time, the regular work day may start one-half (1/2) hour earlier and end one-half (1/2) hour earlier, but only if adopted by the other building trades working at the job site; otherwise all changes in the regular starting time shall be by mutual consent of the parties only. The Union reserves the right to revoke early starting times.

**116. OVERTIME:**

A. **TIME AND ONE HALF:** The first two (2) hours performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one-half (1 1/2) times the straight time rate.

B. **DOUBLE TIME:** All work performed on Sundays and holidays, and in excess of ten (10) hours a day, shall be paid at the double time rate.

C. **SPECIAL SATURDAY DOUBLE TIME:** Double time must be paid for all hours worked on Saturday when less than eight (8) hours work is provided. The eight (8) hours must be worked as eight (8) consecutive hours between 7:00 a.m. and 4:30 p.m., excluding a one-half hour lunch period.

D. For employees who have additional defined contributions other than the Part B Pension Class 1 rate and/or Health & Welfare Class 1 rate, the overtime rate for the fringe benefit

contributions shall be at the time and one-half or the double time rate, as applicable.

**117. MINIMUM OVERTIME:** A minimum of two (2) hours' pay at the applicable overtime hourly wage rate shall be paid to employees when called out for overtime work.

**118. MEAL BREAK ON OVERTIME:** Employees shall be provided a paid one-half (1/2) hour meal period at the end of their established shift when more than two (2) hours of overtime is to be worked in addition to their established shift. A paid one-half (1/2) hour meal period shall be provided when more than four (4) hours of overtime is worked thereafter. The paid meal periods shall be paid at the overtime rates provided for in this Labor Agreement.

**PLUMBING SERVICE AND REPAIR**  
**(paragraphs 119 - 127)**

**119.** On service and repair work as defined in paragraph 56, all overtime work shall be paid at the rate of one and one-half (1-1/2) times the regular rate, including all taxable items.

**120.** The work day for service and repair shall consist of eight (8) consecutive hours, between 7:00 a.m. and 4:30 p.m., exclusive of a one-half (1/2) hour lunch period.

**121.** The work week for service and repair work throughout the entire term of this Agreement shall consist of five (5) eight (8) hour days, Monday through Friday or Tuesday through Saturday.

**122.** The employees and Contractors shall not change the intent of this Labor Agreement to use standby time during the regular scheduled work day or work week to stand by without receiving their regular pay.

**123.** Each employee shall be entitled to two (2) consecutive days off during the week, and for any work in excess of the normal work day or work week shall be paid time-and-one-half for overtime including taxable items.

Health Act of 1970, it shall be the exclusive responsibility of the Contractor to provide a safe and healthful workplace and conditions of employment.

130. It is further recognized that the Union has certain rights of an advisory nature in matters of employee safety and health. Nothing in this Agreement will make the Union liable to the Contractor, to any employees or to any other persons in the event that death, injury, or illness occurs.

131. The Union shall have the right to investigate all employee complaints concerning safety and health matters, and in this connection shall have the right under reasonable terms and conditions to use all of the Contractor's safety and health testing equipment for the purpose of making an independent judgment concerning such a complaint. Any complaint, disagreement or dispute relating to safety or health is subject to the grievance-arbitration procedure of this Agreement.

132. Employees required to work in any area where they are exposed to acids and caustics or any other hazardous conditions, shall be provided protective clothing and equipment by the Contractor.

133. No tools shall be furnished by any employees, except that employees may furnish their own hoods and goggles. The Contractor shall furnish employees with clear and colored glass for their hoods and goggles and shall furnish hoods and gloves to welders, journeymen and/or apprentices working with the welder, requiring the same for their protection.

134. This shall include the necessary protective equipment or clothing needed by welders and fitters or plumbers working with welders, and this safety equipment shall remain the property of the Contractor. The Contractor shall provide fans when necessary to protect the health and safety of its workers.

135. Any worker injured on the job to the extent of requiring a doctor's care, and which injury prevents said worker from working, shall be paid a full day's wages for date of injuries. A doctor's verification will be necessary to clarify extent of disability.

## **ARTICLE XVII**

### **Fabrication**

136. "Fabrication" is defined to mean cutting, threading, and/or joining together by any means or method all kinds of pipe regardless of its composition and all hangers and supports applied thereto.

137. Standard mill-run lengths of pipe are not fabricated material for the purpose of this Agreement. Custom lengths are fabricated material with the exception of pipe up to twelve inches (12") in length.

138. All pipe fabrication for specialty units, service facilities, or heating or air conditioning equipment used in building facilities or manufacturing establishments, which has been normally and traditionally done by employees in the bargaining unit covered by this Agreement shall continue to be performed by them.

139. All employees performing work covered in this Fabrication section shall be paid at a rate not less than the total cost package provided in this Agreement. At the written request of the Local Union, the Contractor will supply Certified Payroll as proof of compliance of this provision. All fabrication must be performed either on the job site or in the Contractor's shop or yard within the geographical area of San Mateo, Santa Clara and San Benito Counties.

140. If any fabricated item is ordered from a person other than a signatory Contractor, all of the terms and conditions of this ARTICLE shall apply. In the event there is a violation of the fabrication clause, the Contractor shall pay as damages the wages and fringe benefits lost to the worker or workers on the top of the Union's out-of-work list. The Union, shall not have the right to strike, picket or engage in other economic action to enforce this fabrication clause. It is understood and agreed that this provision shall be enforced only to the extent necessary to protect and preserve to the employees in the aforesaid multi-employer collective bargaining unit all of the work which has normally and traditionally been performed by them. It is further understood and agreed that enforcement of this provision shall not include any self-help on the part of the Local Union such as the removal of employees from the job. All enforcement will be under the grievance procedures of the collective bargaining agreement.

**ARTICLE XVIII**  
**Better Contract**

141. No Contractor bound hereby shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors working under a Collective Bargaining Agreement with the Union covering similar work in the same locality, except as provided in the following paragraph.

**142. SPECIAL PROJECT AGREEMENT:**

A. When a project to be constructed in the area of Santa Clara/San Benito Counties presents a unique problem of manning, hours worked, or effective competition, the Individual Contractor may, through its representative Association, petition the Joint Conference Board for Special Project Agreement consideration. After proper presentation of special circumstances of the project the Special Project Agreement may be written by the Joint Conference Board provided the parties to the Agreement agree.

B. This better contract provision shall not apply to the work performed under the Special Project Agreement.

**ARTICLE XIX**  
**Journeyman and Apprentice Training Fund**

143. For the purpose of providing, among other things, funds for the training of journeymen and apprentices in the Plumbing and Pipe Fitting Industry, the Contractor shall pay to the Plumbing Industry Non-Profit Corporation established in April 1957, for each hour (straight time or overtime) worked by each of its employees upon the work covered by this Agreement, the amount provided for in ARTICLE XIII of this Agreement.

144. Said Corporation shall be administered in accordance with its Articles of Incorporation as the same have been and may hereafter be amended, and by the Board of Directors appointed in accordance therewith.



145. The Contractors agree to be bound by all of the provisions of said Articles of Incorporation as the same have been and may hereafter be amended and all lawful regulations adopted by the Board of Directors in accordance therewith.

## **ARTICLE XX**

### **Health and Welfare Plan**

146. Each Contractor shall pay into the U.A. Local No. 393 Health and Welfare Trust Fund, for each of its employees; the sum per hour for each hour of straight time and overtime worked by them upon the work covered by this Agreement in the amounts provided for in ARTICLE XIII of this Agreement for health and welfare and supplemental unemployment benefits.

147. Said Trust Fund shall be administered in accordance with the U.A. LOCAL 393 HEALTH AND WELFARE TRUST AGREEMENT dated April 28, 1987, as the same has been and may hereafter be amended and by the Board of Trustees that are appointed in accordance therewith.

148. The Contractors agree to be bound by all of the provisions of said Trust Agreement as the same has been and may hereafter be amended, and all lawful regulations adopted by the Trustees in accordance therewith.

## **ARTICLE XXI**

### **Pension Plan**

149. Each Contractor shall pay into U.A. Local No. 393 Pension Fund, for each of its employees, the sum per hour for each hour of straight time and overtime worked by them upon the work covered by this Agreement provided for in ARTICLE XIII of this Agreement.

The sum of two dollars (\$2.00) per hour, as specified under the Class I fringe benefit package in ARTICLE XIII for pension, shall be the mandatory Contractor contribution to the Defined Contribution Plan. The sum of three dollars and twelve cents (\$3.12) per hour shall be the minimum mandatory Contractor contribution to the Defined Benefit Plan. The sum of forty cents (\$0.40) per hour shall be the mandatory

Contractor contribution to the Defined Benefit Plan's Retiree Ad Hoc benefit. Additional mandatory contributions to the Defined Contribution Plan are based upon a persons time in the industry.

The Local Union shall notify each Contractor of the class of journeyman elected by its employees and indicating the same on the dispatch slip of new employees.

150. Said Pension Fund shall be administered in accordance with the U.A. LOCAL NO. 393 FIRST AMENDED TRUST FUND TRUST AGREEMENT DATED JUNE 16, 1976, establishing said Trust Fund, as the same has been and may hereafter be amended, and by the Board of Trustees appointed in accordance therewith.

151. The Contractor agrees to be bound by all of the provisions of said Trust Agreement hereinbefore referred to, as the same have been and may hereafter be amended and by all lawful regulations adopted by said Trustees in accordance therewith.

#### **152. PENSION AUGMENTATION FUND**

A. There has previously been established a Pension Augmentation Fund. The contribution of \$3.50 per hour to this Fund was suspended by virtue of amendments to this Agreement made in 1986.

B. This \$3.50 per hour employer contribution to the Pension Augmentation Fund for all straight time and overtime hours worked by employees upon the work covered by this Agreement, shall not be required, and shall not be part of the hourly cost package for any reason, unless and until such time as the Carpenters, Electricians and Sheet Metal Workers Unions all adopt a like Pension Augmentation program in Santa Clara County.

C. If the Pension Augmentation Fund contribution is restored per the conditions set forth in this Paragraph, then this contribution shall be payable for all covered hours, except where this contribution is waived pursuant to the Special Project Agreement set forth in Exhibit "B" to this Agreement.

**ARTICLE XXII**  
**Employee Vacation Account Plan**

153. Each Contractor shall deduct from the basic wages of each of its employees the appropriate sums of monies listed under the wage rate schedules for vacation pay, listed under ARTICLE XIII, Wage Rate Schedules.

154. The Contractor shall forward monthly the amounts deducted from the employees' wages for vacation to the depository designated jointly by the Contractor and the Union.

155. Each employee credited with any amount or amounts so paid into the employee's vacation account shall have a vested irrevocable right in and to the same and may withdraw the same in whole or in part at any time, together with such interest as may be accrued thereon; and neither the Union nor any Contractor may impose any restriction upon such right of the employees, regardless of when vacation time is scheduled. Accounts shall be maintained in a financial institution designated jointly by the Contractor and the Union. Unclaimed accounts will be subject to the laws of the State of California.

156. In the event of the death or adjudicated incompetence of any employee with monies credited to them in said employee Vacation Account Fund, such monies may be withdrawn at any time thereafter by the beneficiary of such employee designated as such under the Health and Welfare Plan, upon presentation of a certified copy of the death certificate or order adjudicating incompetence, or, if no such beneficiary has been designated, to the duly authorized representative of the deceased or incompetent employee, or as otherwise provided in the Probate Code of the State of California.

157. All taxes due from each employee by reason of such payments shall be deducted by the Contractor from the employee's regular wages and such deductions together with the amount payable as vacation pay shall be noted on the paycheck.

**ARTICLE XXIII**  
**Labor Management Cooperation Trust**

158. Each Contractor shall pay into the South Bay Piping Industry Labor Management Trust the amount set forth in ARTICLE XIII of this Agreement for each hour worked by each of its employees upon work covered by this Agreement.

159. The South Bay Piping Industry Labor Management Trust is a joint Labor-Management Cooperation Trust Fund established pursuant to Section 302(c)(9) of the Taft-Hartley Act, as amended 29 U.S.C. 186(c)(9).

160. The purpose of the South Bay Piping Industry Labor Management Trust and its administration are as set out in the Trust Agreement effective July 1, 1990, as the same has been or may hereafter be Amended.

**ARTICLE XXIV**  
**Contract Administration Fund**

161. The Individual Contractor shall contribute to the Contract Administration Fund of the Association it is a member of or designates, if it is an Individual Contractor, (hereafter called Contract Administration Fund) the sum set forth in ARTICLE XIII for each hour worked by each of its employees upon work covered by this Agreement.

162. The purpose of the Contract Administration Fund is to pay a portion of the cost incurred by the Contractors in the administration and enforcement of this Agreement and the Trust Funds established hereunder. The Contract Administration Fund may also be used for other purposes related to this Collective Bargaining Agreement, including, but not limited to Affirmative Action Programs, labor/management cooperation, education, research, etc.

163. No portion of the Contract Administration Fund may be used for lobbying or promoting legislation harmful to the Union, subsidizing Contractors during a strike, or any other action which would be adverse to the interest of the Union. The negotiations of new Agreements to

succeed this one, or of amendments to this Agreement shall not be deemed action adverse to the interest of the Union. Furthermore, action taken to administer, enforce or interpret this Agreement through the grievance procedure, arbitration or other proceedings shall not be deemed action adverse to the interest of the Union.

164. A Contract Administration Fund shall be established by each Association in such manner and form as it may determine.

165. All costs of establishing and maintaining the Contract Administration Fund, including attorneys' fees, accounting fees, salaries of employees, or other costs, shall be borne out of the contributions to said Contract Administration Fund.

166. Payments into the Contract Administration Fund for work performed in Santa Clara and San Benito Counties, shall be due and payable at such place, in such installments, and at such times as the Board of Trustees of the Contract Administration Fund or other administration body shall from time to time determine. Each payment or installment shall be accompanied by a report in such form as the Board of Trustees or other administrative body may from time to time specify.

167. Any Contractor who is delinquent or in default in any of the payments provided for under **ARTICLE XXV** shall have such delinquencies immediately reported to the Joint Conference Board.

168. If any Individual Contractor is delinquent or defaults in the making of such payments and if the Board of Trustees or other administrative body consults or causes to be consulted legal counsel with respect hereto, there shall be added to the obligation of the Individual Contractor who is in default all reasonable expenses incurred by the Contract Administration Fund and Employer Trust Fund in the collection of the same, including but not limited to, reasonable attorneys' fees, court cost, and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

**ARTICLE XXV**  
**Payments to the Trust Funds**

169. All payments provided in ARTICLES XIX, XX, XXI, XXIII, XXIV and the vacation, dues check-off and supplemental unemployment contributions provided in Article XIII (herein collectively referred to as "contributions") shall be due and payable monthly on or before the fifteenth (15) day, and must be paid not later than the fifteenth (15th) day of each calendar month for all work performed in the preceding month. Administrators of the Trust Funds shall in each case provide each Contractor with a form of report to be filled out and mailed by the Contractor with its contributions to the place designated by the Administrators; such reports and contributions must be in the hands of the Administrators not later than the fifteenth (15th) of the month or else the Contractor shall be deemed and held to be delinquent in the monthly payments required by said ARTICLES. Reports and contributions deposited in the mail must be postmarked not later than the fifteenth (15th) day of the month or they shall be deemed and held to be delinquent. The Boards of Trustees of the Trust Funds may provide for one report form and one monthly payment for all contributions. Monies collected, net of expenses and fees of collection, shall be allocated to the appropriate Trusts, organizations and individuals. If less than the full amount of contributions (after deducting costs of collection) has been collected, the money available for distribution shall be disbursed in the following priority order, each category being paid in full before any money is disbursed to the next category:

- 1 Vacation
- 2 Pension Fund and Health and Welfare Fund (including Supplemental Unemployment) in proportion to each Fund's claim if not enough has been received to pay the full amount of contributions due to both Funds
- 3 Training
- 4 Dues Check-Off
- 5 Labor Management Cooperation
- 6 Contract Administration

170. In respect to all payments provided for by said ARTICLES XIX through XXIV inclusive, time is of the essence. The parties hereto recognize and acknowledge that the prompt payments of amounts due by Contractors pursuant to ARTICLES XIX through XXIV, inclusive, are essential to the maintenance in effect of the various funds and plans involved, and that it would be extremely difficult if not impractical to fix the actual expense and damage to the parties hereto and to the Funds which would result from the failure of an Individual Contractor to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damages to each said Fund and to the parties hereto resulting from any such failure shall be by way of liquidated damages and not assessment of penalty, the sum of \$250.00 per month for each such failure to pay in full within the time limits provided, which said amount shall become due and payable to the Funds at their respective principal offices, upon the day immediately following the date on which the Contractor became delinquent. Liquidated damages shall be added to and become a part of said amount due and unpaid and the whole thereof shall bear interest at the rate of ten percent (10%) per annum until paid. The liquidated damages shall be increased to twenty percent (20%) of the principal amount due and owing in the event a principal amount is due and owing on the day a lawsuit for collection is filed in a state or federal court or an unfair labor practice charge is filed with the National Labor Relations Board. If any Individual Contractor defaults in the payment of any payments due the Fund, in addition to the amount due and the liquidated damages provided for, there shall be added to the obligation of the Individual Contractor who is in default all reasonable expenses incurred by the Fund in the collection of the same including but not limited to reasonable attorney's and accountant fees, cost of any bond or lien and court costs.

171. In addition to the foregoing, each Individual Contractor shall post with the agency so designated by the Board of Trustees of the Welfare Plan a bond to be issued by a qualified surety company doing business in the State of California, said bond to be based on the average number of bargaining unit workers employed for the past calendar year, (or to deposit an equivalent amount of cash in an escrow account in a bank to be designated by the Board of Trustees of the

Welfare Plan) to secure the payment of the amounts required by this Agreement to be paid to the Trust Fund provided in ARTICLES XIX, XX, XXI, XXII, XXIII and XXIV thereof. New Contractors shall meet with the Plumbers and Steam Fitters Business Office in regard to all work to be performed in regards to bonding.

Local 393 Employees	Bond Required
1 to 3	\$ 1,000
4 to 10	4,000
11 to 20	8,000
21 to 30	12,000
31 to 40	16,000
41 to 50	20,000
51 to 60	24,000
61 to 75	30,000
76 to 100	45,000
Over 100	60,000

172. The Union shall remove employees covered by this Agreement from employment with a delinquent Contractor providing advance notice of not less than twenty-four (24) hours is given of such action to the delinquent Contractor. Such removal of employees and cessation of work by employees for such delinquent Contractor shall continue until the Administrator of the Fund involved verifies that there is no money owing to the Fund by such Contractor.

173. When employees are removed from a Contractor's shop or job because of delinquency in payment of fringe benefits or wages, the Contractor shall pay to all such removed employees sixteen (16) hours in addition to time worked on the date of removal, if any, at their regular rate of pay plus fringe contributions, in the same manner as if they were employed on the job. When the delinquent wages and/or fringe contributions are paid and the account is cleared in full, and the employees notified to return to work prior to said sixteen (16) hours, then the Contractor shall be liable only for those hours the employees were actually off the job because of such violation of contract, and provided further, that if they are not available to return to work within two (2) hours of such notice, they shall receive pay for only two (2) hours after receipt of such notice by the Union.



174. Employees removed from the job may accept a work order to a different Contractor and still be eligible to be transferred back to the Contractor from which they were removed providing delinquencies were corrected and the transfer effected within sixteen (16) hours of the removal time and provided such employees shall not be reimbursed under this paragraph for the time they were paid while working for another Contractor.

175. A Contractor may be absolved of any or all of the foregoing liabilities if it satisfies the Trustees that it failed to pay any contributions or to report because of honest mistake, clerical error, or other reasons satisfactory to the Joint Board of Trustees.

176. There shall be proportionate representation on all Trusts and Committees, excluding Joint Conference Board and Contract Administration Fund, of any Contractor Group signatory to an Agreement with Local Union No. 393.

## **ARTICLE XXVI**

### **Affirmative Action Committee**

177. Within sixty (60) days after the execution of this Agreement, The Associations shall appoint three (3) Contractor Representatives, and the Union shall appoint three (3) Union Representatives as members of the Affirmative Action Committee for the Plumbing and Pipe Fitting Industry of Santa Clara-San Benito Counties. The members of the committee may, but need not, be members of the Joint Conference Board.

178. The Committee shall meet, select their officers and establish an Affirmative Action Program to assure women and members of minority groups of equal opportunity for employment by Contractors in concurrence with the approved Affirmative Action Program, in Santa Clara County which is funded by the Government.

179. The Committee will meet regularly to review the Affirmative Action Program established under this Agreement, evaluate the progress made under the Program and will review methods of implementing additional and new programs.

180. The Committee shall establish communication with leaders of local interested public and private organizations and other Affirmative Action Programs to review the possibility of integrating programs to eliminate a duplication of efforts within the Building Construction Industry.

181. The Committee shall be under the jurisdiction of the Joint Conference Board which shall have the power to review its actions and to overrule any such actions which are in its judgment in violation of the terms of this Agreement.

## **ARTICLE XXVII**

### **Warranty**

182. Each of the parties hereto warrants and agrees that it will not by the adoption or amendment of any provisions of its Articles of Incorporation, ownership or change of geographic location, constitution, by-laws, or by contract, or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term or condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on its own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto guarantee and warrant their authority to act for and bind the respective parties or organizations which their signatures purport to represent, and the Local Union on whose behalf the said parties are signing the said Agreement.

183. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein.

## **ARTICLE XXVIII**

### **General Savings Clause**

184. 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 or of this Agreement and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless, the remainder of this Agreement shall remain in full force and effect. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

## **ARTICLE XXIX**

### **Term of Agreement**

185. This Agreement effective as of 12:01 a.m., July 1, 1998, shall remain in full force and effect, without change or modification, until midnight, June 30, 2005. Thereafter this Agreement shall, without change or modification, continue to remain in full force and effect unless one of the parties hereto gives written notice to the other party of a desire to change, supplement, renew, extend, modify or terminate the terms hereof, which notice shall be given at least sixty (60) days, but in no event more than ninety (90) days, prior to midnight, June 30, 2005. Notice to the Employer Association shall be deemed notice to each of the Contractors who are members of the Employer Association or who have delegated their bargaining authority to the Employer Association at the time of such notice. While this Agreement continues in effect neither party will make demand upon the other party for any changes in conditions or benefits except at the time and manner herein provided.

The provisions of this Agreement shall be in effect through June 30, 2002, at which time, unless specifically extended by the Union, the provisions of the Master Labor Agreement in effect immediately prior to July 1, 1986 (except Pension Augmentation, see Exhibit C hereto), will replace the provisions of this Agreement and be in full force and effect through June 30, 2005. If the provisions of the Master Labor Agreement in effect immediately prior to July 1, 1986, become effective for the period of July 1, 1998, through June 30, 2002, the cost package increases provided in this Agreement to be effective July 1, 2002, July 1, 2003, and July 1, 2004, shall also take effect and be payable as provided in this Agreement.

The Individual Contractor shall become party to this Agreement effective July 1, 1998, through June 30, 2005, and shall continue to be signatory to any successor Agreement thereto, unless terminated by giving written notice of withdrawal to Local 393 and if a member of an Association, to that Association at least sixty (60) days, but in no event more than ninety (90) days, prior to June 30, 2005, or at least sixty (60) days, but in no event more than ninety (90) days, prior to the expiration date of any succeeding Agreements. If this Agreement is modified mid-term by agreement between the Associations and Local 393, the Individual Contractor shall be bound to the modification (including any modification to the expiration date of this Agreement) unless the individual Contractor delivers written notice to Local 393 within thirty (30) days of its receipt of the modification(s) that it does not agree to be bound to all of the modification(s). Unless notified otherwise, the Individual Contractor shall only have the option to accept or reject all of the modifications as a package, and will not have the option to select only some of the modifications.

186. The Union agrees that in the event that either party should exercise its right under the paragraph last above set out, at the time and in the manner therein provided, the Union will for a period of sixty (60) days prior to June 30, 2005, bargain with Contractor with respect to all wage rates, working conditions and hours of employment for the work herein covered.

187. If no Agreement has been entered into between the parties hereto by June 30, 2005, then this Agreement shall thereupon cease and terminate, unless negotiations are extended thereafter by mutual agreement.

188. Notwithstanding the above, this Contract shall be reopened to provide for the allocation of the total cost package increases provided for herein, effective July 1, 1999, July 1, 2000, July 1, 2001, July 1, 2002, and July 1, 2003 and July 1, 2004. The Union shall endeavor to advise the Contractor of the allocation at least sixty (60) days prior to July 1st of each year.

**189. LABOR MANAGEMENT LABOR AGREEMENT DISCUSSION COMMITTEE:** The parties to this agreement shall establish a Labor-

Management Labor Agreement Discussion Committee. (The members of this committee shall be the Negotiating Committees of the Union and the Contractor Association). This committee shall meet no less than once every other month and may meet upon the call of the Chair or Co-chair at any time.

190. The purpose of this committee is to discuss possible changes to the Labor Agreement and when the committee reaches an agreement on a possible change to the Labor Agreement, the suggested change to the Labor Agreement shall be submitted to the Contractor Association and if approved by the Contractor Association, it shall then be submitted to the membership of Local 393 for approval. Any item that is approved by the Contractor Association and the membership of Local 393 shall then be implemented into the Labor Agreement as of the date provided for in the proposal, notwithstanding the provisions of paragraph 185(A) above.

## **EXHIBIT A**

The Fifty Points of Jurisdiction of work covered by this Agreement includes, but is not limited to, the following:

### **Journeyman and Apprentice**

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage, and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping; liquid soap tanks, soap valves, and equipment in bath and washroom shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

11. All fire stand pumps, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

12. All block in tin coils, carbonic gas piping, for soda fountains and bars, etc.

13. All piping for railing work, and racks of every description, whether screwed or welded.

14. All piping for pneumatic vacuum cleaning systems of every description.

15. All piping for hydraulic vacuum, pneumatic air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.

16. All marine piping, and all piping used in connection with ship building and ship yards.

17. All power plant piping of every description.

18. The handling, assembling, and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers, and erection of same.

19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.

20. All soot blowers and soot collecting piping systems.

21. The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.

22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensated equipment, pumps,

condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.

24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.

25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers.

26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformers, and piping to switches of every description.

29. All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping, and control tubing, etc.

30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.

31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, aid and hydraulic lifts, etc.

32. All piping for power, or heating purpose, either by water, air, steam, gas, oil chemicals, or any other method.

33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making,



humidifying, dehydrating, by any method, and the charging and testing service of all work after completion.

34. All pneumatic tube work and all piping for carrying systems by vacuums, compressed air, steam, water, or any other method.

35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.

36. All piping in connection with central distributing filtration, treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.

37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.

38. All air piping of every description.

39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.

40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipe fitting industry.

41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching all boiler trimmings.

42. All pipe transportation lines for gas, oil, gasoline, fluids, and fluid water aqueducts, and water lines, and booster stations of every description.

43. All acetylene and arc welding, brazing, lead burning soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipe fitting industry.

44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

45. All methods of stress relieving of all pipe joints made by every mode or method.

46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed or welded joints.

47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.

49. All piping for cataracts, cascades (i.e., artificial water falls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purpose.

50. Piping herein specified means pipe made from metal, tile, glass, rubber, plastics, wood, or any other kind of material or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

In addition, the following pieces of equipment will be considered tools of the trade: Welding machines, air compressors, pumps, small portable heating units, transit for performing work shooting our own grades, and shall be operated and serviced by members of the United Association.

## **Detailing**

All detailing of piping systems including the field sketching used for fabrication and/or erection of piping, including those taken from original architectural and engineering drawings or sketches, shall be performed by journeymen or apprentices under the terms and conditions of this Labor Agreement.

Contractors who presently have employees who are not covered under this agreement doing such detailing, shall not be required to have said employees covered under this agreement. Said contractors will provide the Union with a letter on company letterhead listing the names of the non-bargaining employees who are currently doing said detailing.

The work may be performed by either Building Trades journeymen or Building Trades apprentices. No apprentices shall be employed as a detailer until he/she has achieved at least the 6th period and no apprentices shall work as a detailer for more than twelve (12) months of their 5-year apprenticeship program.

All computer-type detailing, such as CAD, is not subject to the detailing provisions herein and that the past practice and interfacing between detailers, estimators, engineers, and project managers shall continue to be permitted.

It is further understood that the above requirements for detailing as covered work under this agreement shall only be in effect from July 1, 1998 through June 30, 2002.

### **Construction Tradesman Scope of Work**

51. General housekeeping.
52. Truck driving to deliver parts or equipment.
53. All digging and backfilling of trenches for piping, including cutting and patching.
54. Clean fixtures.

55. Remove any and all material not to be re-used after it has been disconnected by a Journeyman or Apprentice.

56. Any incidental work needed to complete the piping system which is not the work of the Journeyman or Apprentice.

57. All sewer lines, regardless of material, located outside the building, other than a single sewer line.

58. All underground storm sewers and drains, regardless of material, located outside of the building.

59. Grouting, dry packing and diapering of joints, including pouring of concrete over joints.

60. Complete Demolition of a building or structure.

**Material Handler  
Scope of Work**

61. Truck driving to deliver materials, parts and equipment;

62. Receiving and stocking materials, parts and equipment in shop;

63. Filling orders in the shop of materials, parts and equipment for delivery to job sites;

64. Delivery of materials, parts and equipment to job sites shall be to a designated storage area or (one drop);

65. No distribution of materials, parts and equipment shall be made at a job site.

**EXHIBIT B**  
**LABOR-MANAGEMENT STABILIZATION AND WORK**  
**PRESERVATION PROJECT AGREEMENT**

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as "CONTRACTOR," and Local Union 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, hereinafter referred to as "UNION," for the purpose of the building and construction work of the Contractor at the \_\_\_\_\_ located at \_\_\_\_\_ to the extent CONTRACTOR has the right to assign such work and such work comes within the jurisdiction of UNION, as established and recognized by the Building and Construction Trades Department of the AFL-CIO.

**COVENANTS**

WHEREAS, CONTRACTOR is presently engaged in or is bidding to engage in building and construction work at the above-referenced Project.

WHEREAS, UNION has in its membership throughout the area members competent and qualified to perform the work of CONTRACTOR at this Project.

WHEREAS, CONTRACTOR has employed and now employs members of the UNION and CONTRACTOR has a commitment and/or contract from the owner or General Contractor of the Project for certain of the work to be performed at the Project job site.

WHEREAS, members of UNION who are employees of CONTRACTOR have the right, as an individual act of conscience, to refuse to work alongside Non-Union craftsmen of any trade or craft, and should they choose to exercise this right they will thereby lose employment, wages, fringes and other benefits of the Labor Contract between CONTRACTOR and UNION.

WHEREAS, should members of UNION choose to exercise this right to refuse to work with Non-Union craftsmen, CONTRACTOR may suffer loss of the construction contract for the Project, thereby causing injury to members of UNION and to CONTRACTOR.

WHEREAS, CONTRACTOR and UNION desire to mutually preserve the work of members of the UNION at the above-referenced Project and to avoid the job site friction and interruptions of work that may arise when members of UNION work continuously alongside Non Union craftsmen on the same construction site.

IT IS, THEREFORE, agreed by the undersigned CONTRACTOR and UNION in consideration of the mutual promises and covenants contained herein that this Special Project Agreement be made as follows:

## **ARTICLE I**

### **Intents and Purposes**

66. This Special Project Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties signing hereto and to set forth herein and by reference the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties at the above-referenced Project.

67. It is mutually understood that the following terms and conditions relating to the employment of members of UNION have been decided upon by means of collective bargaining and that the following provisions will be binding upon the CONTRACTOR and the UNION for the duration of the Project, except as specified in ARTICLE II hereinbelow.

## **ARTICLE II**

### **Terms and Conditions of Employment**

**Right to Refuse to Work with Non-Union Craftsmen:**  
CONTRACTOR shall not require any employee covered by the current and extended Collective Bargaining Agreements to work at the same

job site at the same time or times as the employee or employees of any other Contractor whose wages, hours and conditions of employment are less favorable than the wages, hours and conditions of employees generally in the same craft in the area covered by this Agreement. Furthermore, recognizing the "special problems" in the Construction Industry based upon the close relationship between Contractors and Subcontractors at the job site of the construction, alteration, painting, or repair of a building, structure, or other such work and the friction that is created when Union and Non-Union employees work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee of CONTRACTOR refuses to enter upon any such construction site where Non-Union employees are employed and which would require the employee to work "shoulder-to-shoulder" or alongside the Non-Union employee or employees, or refuses to remain on such a job site when Non-Union employees are engaged in such construction on the job site. This clause shall apply only to job sites where the UNION's members are working, whether it be on a construction site of CONTRACTOR or any site within the jurisdiction of the UNION.

### **ARTICLE III**

#### **Status of This Special Project Agreement**

1. It is mutually agreed that this Special Project Agreement is the type of Agreement referred to in ARTICLE XVII, paragraph 142, of the current Collective Bargaining Agreement and therefore is excepted from application of this "Favored Nation" clause.

2. In exchange for the Collective Bargaining Agreement and modifications set forth above, and in order to obtain and preserve stable, continued employment for members of UNION on the Project identified above, UNION agrees that the Pension Augmentation Fund fringe benefit contribution of three dollars and fifty cents (\$3.50) shall not be payable for work performed by members of UNION on this Project provided the following condition occurs:

Only AFL-CIO Building Trades Union workers perform work at the Project job site during the period commencing when the first work is

performed by a member of UNION and ending when all construction at the Project job site within the work jurisdiction of UNION ends and the CONTRACTOR'S warranty period begins.

3. CONTRACTOR shall be obligated to pay into the Pension Augmentation Fund for each of its employees, whether a journeyman or apprentice, the sum of three dollars and fifty cents (\$3.50) for each hour of straight time and overtime worked by them on the Project described above unless the condition set forth above occurs.

#### **ARTICLE IV Savings Clause**

1. It is not the intent of either party hereto to violate any laws, rulings, or regulations of any government authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect. The parties agree that if and when any provision of this Agreement is finally held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

2. IT IS HEREBY AGREED AND UNDERSTOOD by the parties that, the collection of any pension augmentation funds due by virtue of the violation of Special Project Agreements or failure to file for a waiver under a Special Project Agreement, shall not include any self-help on the part of the Local Union such as the removal of employees from the job for the purpose of enforcing the contribution. All enforcement will be under the grievance procedures of the collective bargaining agreement.



## EXHIBIT C

Unless the Union specifically extends the provisions of the Master Labor Agreement as provided in Paragraph 186B, the following language changes shall take place, and this Master Labor Agreement with the following changes shall be in effect from July 1, 2000, through June 30, 2005.

I. The following language shall become the language of Paragraphs 113 and 114:

### **Work Day - Work Week Construction**

113. Eight (8) consecutive hours, exclusive of lunch period, between 8:00 a.m. and 12:00 noon, and from 12:30 p.m. to 4:30 p.m. shall constitute a day's work.

114. The work week shall consist of work weeks of five (5) eight (8)-hour days, Monday through Friday (forty (40)-hour work week), and four (4) eight (8)-hour days, Monday through Thursday (thirty-two (32)-hour work week). Those work weeks shall be in accordance with the attached calendar. The calendar will provide that no two (2) Fridays are worked in a row and all Fridays immediately prior to Monday holidays shall be considered holidays.

The parties hereto wish to provide for special provisions for working black Fridays at straight-time hourly rates on wood frame construction of single family, multiple family, motels and hotels not exceeding three (3) stories in height.

THEREFORE, IT IS HEREBY MUTUALLY AGREED to by the parties as follows:

1. When requested by a Contractor to work on projects requiring work to be performed to comply with the progress of the job,

employees may, at their option, work on black Fridays at the straight-time hourly wage rate. This work situation must be brought about by the action or manning by the project of other crafts and cannot be used merely to provide the normal job progress of the Contractor.

This provision of working black Fridays shall also be available to the Contractor at any time when the Local Union Hiring Hall is unable to furnish a sufficient number of qualified journeymen to provide the required job progress on a project.

2. If a Contractor misuses the provisions of this paragraph, the Contractor shall, after proper determination by the Joint Conference Board, be required to pay the overtime rate for any black Fridays worked contrary to these provisions.

3. The Contractor shall be required to report, in writing, no later than the fifteenth (15th) of each month following the month in which the work was performed on black Fridays. Said report shall include the name of the project, date worked, and the name of the employees who worked on said project.

II. The following language shall become the language of **Paragraphs 116 and 117:**

116. All time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all time worked in excess of the established work week and all time worked before 8:00 a.m., and after 4:30 p.m., or before the beginning of or after the end of any work days as otherwise mutually agreed to, shall be paid at the double-time rate. Off Fridays, Saturdays, Sundays, and holidays shall be paid at the double-time rate.

117. A minimum of two (2) hours' pay at double the straight-time hourly wage rate shall be paid to employees when called out for overtime work.

III. The following language shall become the language of **Paragraph 81A:**

## **Holidays**

**81A. Construction:** The following shall be considered holidays:

The day before New Year's Day  
New Year's Day  
President's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
The day before Christmas  
Christmas Day

If any of the above holidays fall on Sunday, the Monday following shall be considered a legal holiday. When a holiday falls on Saturday, the Friday before shall also be considered a holiday; and when a holiday falls on Thursday, the following Friday shall also be considered a holiday. All Fridays immediately prior to Monday holidays shall be considered holidays.

IV. The following text should be added to Article XIII:

### **Travel Time Within Local Union 393's Jurisdiction**

**Travel Time.** A FREE ZONE shall be established within twenty-five (25) highway miles of Local Union 393's referral office for those workers referred from this Local Union's referral office, and a FREE ZONE of twenty-five (25) highway miles shall be established around the Contractor's shop for those workers referred from the Contractor's shop.

On jobs within twenty-five (25) to thirty (30) highway miles from the Local Union's referral office or the Contractor's shop, the workers shall

receive three dollars (\$3.00) per work day travel allowance.

On jobs within thirty (30) to thirty-five (35) highway miles from the Local Union's referral office or the Contractor's shop the workers shall receive four dollars (\$4.00) per work day travel allowance.

On jobs within thirty-five (35) to forty (40) highway miles from the Local Union's referral office or the Contractor's shop, the workers shall receive five dollars (\$5.00) per work day travel allowance.

On jobs beyond forty (40) highway miles from the Local Union's referral office or the Contractor's shop, the workers shall receive fifteen dollars and forty cents (\$15.40) per day worked, and in addition thereto, at the start and the finish of the job said worker shall be paid straight time in an amount equal to the straight time rate, not to exceed eight (8) hours in any work day, and transportation at the rate of railroad or bus fare for travel to and from the job.

The term "shop" is defined as the Contractor's permanent place of business or a permanent branch of its place of business and shall not be construed to include a temporary place of business on a job site or a temporary fabricating shop.

The meaning and intent of the changes described in Paragraphs I through IV of this Exhibit C are to give effect to Paragraph 186B so that the provisions of the Master Labor Agreement in effect prior to July 1, 1986 (except Pension Augmentation which was amended in 1989),

shall be restored fully for the remaining term of this Master Labor Agreement.

## SIGNATURE PAGE

This Agreement shall be deemed to be executed when the parties hereby shall have affixed their signatures hereto:

LOCAL UNION NO. 393 OF THE UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

SANTA CLARA VALLEY CONTRACTORS ASSOCIATION

Loyd Williams,  
Business Manager

**July 1, 1998 - June 30, 2005**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between Local Union No. 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("Local 393") and The Contractor's Association.

The undersigned Individual Employer hereby designates The Contractor's Association as its bargaining agent with Local 393, becomes a party to the Multi-Employer Bargaining Agreement, and a member of the Multi-Employer Unit represented by The Contractor's Association, and designates and appoints the Association appointed trustees, board members and committee members required by the Agreement to act on his behalf pursuant to the Agreement.

**Execution of this Agreement does not establish membership in The Contractor's Association.**

In the event a dispute arises between the Individual Employer and the Union and the dispute cannot be resolved, the dispute will be referred to the Joint Conference Board as outlined in the Agreement. The Individual Employer may request assistance from the Association and if requested the assistance will be provided to the Employer.

The undersigned Individual Employer shall become party to the Multi-Employer Agreement as negotiated by The Contractor's Association and Local 393 effective July 1, 1998, and shall continue to be signatory to any successor Agreement thereto, unless terminated by giving written notice of withdrawal to Local 393 and The Contractor's Association at least sixty (60) days prior to June 30, 2005, or sixty (60) days prior to the expiration date of any succeeding Agreements.

FIRM NAME \_\_\_\_\_

By: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS: \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

STATE CONTRACTORS LICENSE NUMBER \_\_\_\_\_

Dated: \_\_\_\_\_ By \_\_\_\_\_

Accepted and Approved by U.A. Local 393

## SIGNATURE PAGE

This Agreement shall be deemed to be executed when the parties hereby shall have affixed their signatures hereto:

LOCAL UNION NO. 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMAN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA

NORTHERN CALIFORNIA MECHANICAL  
CONTRACTORS ASSOCIATION

---

Loyd Williams,  
Business Manager

**July 1, 1998 - June 30, 2005**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between Local Union No. 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("Local 393") and The Contractor's Association.

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FIRM NAME \_\_\_\_\_

By: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS: \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

STATE CONTRACTORS LICENSE NUMBER \_\_\_\_\_

Dated: \_\_\_\_\_ By \_\_\_\_\_

Accepted and Approved by U.A. Local 393

## SIGNATURE PAGE

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LOCAL UNION NO. 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMAN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA

GREATER BAY AREA ASSOCIATION OF  
PLUMBING AND MECHANICAL CON-  
TRACTORS

---

Loyd Williams,  
Business Manager

**July 1, 1998 - June 30, 2005**

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FIRM NAME \_\_\_\_\_

By: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS: \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

STATE CONTRACTORS LICENSE NUMBER \_\_\_\_\_

Dated: \_\_\_\_\_ By \_\_\_\_\_

Accepted and Approved by U.A. Local 393



## SIGNATURE PAGE

This Agreement shall be deemed to be executed when the parties hereby shall have affixed their signatures hereto:

LOCAL UNION NO. 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMAN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA

INDUSTRIAL CONTRACTORS - UMIC, INC.

Loyd Williams,  
Business Manager

**July 1, 1998 - June 30, 2005**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between Local Union No. 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("Local 393") and The Contractor's Association.

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FIRM NAME \_\_\_\_\_

By: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS: \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

STATE CONTRACTORS LICENSE NUMBER \_\_\_\_\_

Dated: \_\_\_\_\_ By \_\_\_\_\_

Accepted and Approved by U.A. Local 393