



7/1/98-6/30/2003
K 8115
2,100 workers

PLUMBERS & STEAMFITTERS LOCAL UNION 342

935 Detroit Avenue, Concord, CA 94518 Phone (925) 686-5880 Fax (925) 685-3710

Business Manager
Larry Blevins

Business Representative
Mike Hernandez

Business Representative
Stephen Mikich

Business Representative
Wayne Perryman

Refrigeration Representative
James Williams

MASTER AGREEMENT AMENDMENTS

July 1, 1998

- 1) §15: REGISTRATION FOR DISPATCH Amend to read as follows: *"The Union shall maintain a register of applicants for employment by classification and, where applicable, by specialty, on the basis of the priority groups listed below. Each applicant shall be registered for referral in each classification or specialty in which the applicant has demonstrated to the satisfaction of the business office that he is qualified (e.g. pipefitter; plumber, instrument tech; welder, mig, tig and/or rig welder; refrigeration mechanic; etc.). Any applicant denied the right to be designated qualified for any classification or specialty may appeal such decision to the Joint Referral Appeals Committee pursuant to Paragraph 32. Dispatch shall be made in accordance with the individual employer's call by classification or specialty, by date of registration upon the 'A' list until the 'A' list of registrants possessing the required qualifications has been exhausted. Thereafter, in order to meet an employer's call within the forty-eight (48) hour period contained in paragraph 14 above, the responsible dispatching official shall first attempt to satisfy the employer's call from the 'B' list, and upon exhaustion of same, by call to the dispatch offices of the Local Unions whose 'A' lists comprise the 'C' and 'D' priority groups in that order."*
- 2) §15-A.3: GRANDFATHER PROVISION Change the dates from December 31, 1993 and January 1, 1994 to June 30, 1998 and July 1, 1998.
- 3) §15-A.4: MAINTAINING 'A' LIST STATUS Delete this section.
- 4) §15-A.5: HOURS VERIFICATION Delete the words "and maintenance."
- 5) §15-B: 'B' LIST Amend to read: *"'B' List: All applicants who meet the requirement for the 'A' list and who would otherwise qualify for 'A' list referral, but who have failed to meet 'A' list hours requirements. 'B' list registrants may not be contemporaneously registered on the 'A' list of any other UA Local referral system."*
- 6) §15-C: 'C' LIST Amend to read: *"'C' Priority Group: All persons who meet the requirements for the 'A' list registration (or the equivalent) with UA Local 38 and/or any other Local Union within the geographic jurisdiction of the Northern California/Northern Nevada Pipe Trades Council."*
- 7) §15-D: 'D' LIST Amend to read: *"'D' Priority Group: All persons who meet the requirement for 'A' list registration (or the equivalent) with any UA Local Union hiring office within the State of California."*
- 8) §15-E: Add: *"'E' Priority Group: Any person, who in the opinion of the dispatch office, meets the qualifications of an individual employer from any source."*

MASTER AGREEMENT AMENDMENTS

7/1/98

- 9) §16-D: RESIDENCE/PERMANENT HOME DEFINED Change the 401(a) hours to "1200 hours of vested contributions on his behalf over a consecutive four (4) year period.."
- 10) §17: ORDER OF DISPATCH (Amend language to reflect new referral lists). "The employment office of the Union shall first dispatch employees, by qualification and/or specialty, registered on the 'A' list; second, employees, by qualification and/or specialty, who are registered on the 'B' list. Thereafter the employment office will secure employees from the dispatch facilities comprising the 'C', then the 'D' priority groups; and, finally, from the employees qualifying for dispatch in the 'E' priority group. Subject to paragraph 19 and 25, employees on the 'A' and 'B' lists shall be dispatched in the order in which they registered for work on a first on, first out basis."
- 11) §20: TRANSFER OF EMPLOYEES Amend language to read as follows:
- A: Until the Union is contacted requesting employees, the Employer shall have the right to transfer up to six (6) current employees between plant (project) locations within Local #342 jurisdiction. The employer will notify the Union prior to transfer. If the employer transfers six (6) employees to a project, thereafter all journeymen shall be requested from the Union will be dispatched from the availability list on a 50%/50% basis; with the first Journeyman being dispatched from the availability list, the second Journeyman may be requested by name, the third journeyman from the availability list and so on.
- B: The transferring of six (6) employees between projects within Local 342's jurisdiction will not be considered as part of the employer's allotted ratio of name calls. Employees transferred will not be considered in determining 50%/50% job ratio.
- C: If the Employer transfers less than six (6) Employees to a project, they may transfer at any time, the balance to make up the six (6) Journeymen subject to the transfer rights granted pursuant to this section; thereafter, Journeymen requested from the Union follow the 50%/50% rule.
- D: For the purposes of this section, after the six transfers allotted in Section C above, the Employer may effect his right to call by name contained in Section A above by additional transfers until the complement of employees required to perform the project has been filled; provided, however, that any additional transfers shall be counted for the purposes of the 50%/50% rule.
- 12) §27: REMOVAL OF NAME FROM OUT-OF-WORK LIST: Change 48 hours/6 working days to "80 hours or two weeks (whichever is longer)."
- 13) §28-A: REMOVAL FROM OUT-OF-WORK LIST--SPECIAL Change to add sentence: "Failure to return a dispatch call to the business office when the business office has left a message on the applicant's answering device or with a responsible member of the applicant's household shall be counted as a refusal for the purposes of this provision.
- 14) §28-D: REMOVAL FROM OUT-OF-WORK LIST--SPECIAL (WILL NOTIFY) Delete this section. The union does not want to remove the ability to allow a member to freeze a place on the list by designating "will notify," but the Union simply wants the rules for "will notify" posted so they can be amended when special circumstances arise or abuses are discovered.

MASTER AGREEMENT AMENDMENTS

7/1/98

- 23) §106: SERVICE TRUCKS Delete this section.
- 24) §108: SUBSISTENCE Change to read: *"On jobs forty (40) highway miles from the Union Hall in Concord, California, and outside Alameda and Contra Costa Counties, the Employee shall receive a per diem of \$60.00 or actual expenses, which ever is greater for each work day on any job requiring the employee to stay overnight. In addition thereto.... and transportation at the then current applicable mileage rate as set from time to time by the Internal Revenue Service if not using company furnished equipment."*
- 25) §121: Change to read: *"Notwithstanding, any concurrent responsibility of any other person or Employer to do so, it shall be the primary responsibility of the individual Employer to assure that on all jobs there shall be provided to employees covered by this Agreement:*
- A. *Temporary wash and toilet facilities sufficient to maintain proper sanitary conditions (chemical toilets shall be used only when other facilities are not available).*
 - B. *Sufficient clean, cold drinking water so that there are no significant periods when the jobsite is without water, and*
 - C. *Emergency telephones with identification signs posted.*
- 26) §122: Change: *"Sufficient clean heated change rooms for the duration of the project shall be provided."*
- 27) New §: *"In the event during the term of this agreement, any other UA Locals merge into UA Local 342, the parties hereto agree to immediately, upon the request of UA Local 342, reopen this agreement for the purposes of effectively integrating and/or modifying terms and conditions of employment applicable to the expanded jurisdiction resulting from any such merger."*
- 28) Five (5) year term with Total Wage Package increases as follows:
- | | |
|------|----------------------------------|
| 1998 | \$1.34 (plus 5c ITF and 1c CSDB) |
| 1999 | \$1.25 |
| 2000 | \$1.25 |
| 2001 | \$1.25 |
| 2002 | \$1.20 |
- 29) Add new Section: *"Except in the case of an emergency, the Union will accept dispatch requests between the hours of 8:00 A.M. and 10:00 A.M."*
- 30) Part of the wage package will include 5c per hour into the UA International Training Fund (ITF).
- 31) Part of the wage package will include 1c per hour into a Centralized Safety Data Bank (CSDB).

SIGNATURE PAGE

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

**LOCAL UNION NO. 342
OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA AFL-CIO**

/S/ Larry Blevins

Larry Blevins, Business Manager

**MECHANICAL CONTRACTORS ASSOCIATION
OF NORTHERN CALIFORNIA**

/S/ Scott Strawbridge

Scott Strawbridge, Executive Vice President

**AIR CONDITIONING AND REFRIGERATION
CONTRACTORS ASSOCIATION OF NORTHERN CALIFORNIA**

/S/ W. W. Ward

W. W. Ward, Executive Secretary

**RESIDENTIAL PLUMBING AND MECHANICAL CONTRACTORS
OF NORTHERN CALIFORNIA**

/S/ Scott Strawbridge

Scott Strawbridge, Executive Vice President

INDUSTRIAL CONTRACTORS UMIC INC.

/S/ Stephen P. Lyons

Stephen P. Lyons, Chairman

NORTHERN CALIFORNIA PIPING CONTRACTORS

/S/ Scott Strawbridge

Scott Strawbridge

UA LOCAL UNION 342 PLUMBERS & STEAMFITTERS

935 Detroit Avenue Concord, CA 94518-2501 Phone 925/686-5880 Fax 925/685-3710

MASTER LABOR AGREEMENT

EFFECTIVE 7/1/99 THROUGH 6/30/00

JOURNEYMAN

Taxable Wage Rate	\$ 34.01
(Dues Check off: 6%)	(2.04)
Health & Welfare	6.55
Pension	3.79
401a Supp. Pension	1.50
LU 342 Training Fund	.85
International Training Fund	.05
Centralized Safety Data Bank	.01
Labor Management Corp	.05
Jury/Disability Trust	.15
Contract Administration	.20
TOTAL PACKAGE	\$ 47.16

FOREMAN

Taxable Wage Rate	\$ 37.41
(Dues Check off: 6%)	(2.24)
Health & Welfare	6.55
Pension	3.79
401a Supp. Pension	1.50
LU 342 Training Fund	.85
International Training Fund	.05
Centralized Safety Data Bank	.01
Labor Management Corp	.05
Jury/Disability Trust	.15
Contract Administration	.20
TOTAL PACKAGE	\$ 50.56

GENERAL FOREMAN

Taxable Wage Rate	\$ 40.81
(Dues Check off: 6%)	(2.45)
Health & Welfare	6.55
Pension	3.79
401a Supp. Pension	1.50
LU 342 Training Fund	.85
International Training Fund	.05
Centralized Safety Data Bank	.01
Labor Management Corp	.05
Jury/Disability Trust	.15
Contract Administration	.20
TOTAL PACKAGE	\$ 53.96

SR. GENERAL FOREMAN

Taxable Wage Rate	\$ 44.21
(Dues Check off: 6%)	(2.65)
Health & Welfare	6.55
Pension	3.79
401a Supp. Pension	1.50
LU 342 Training Fund	.85
International Training Fund	.05
Centralized Safety Data Bank	.01
Labor Management Corp	.05
Jury/Disability Trust	.15
Contract Administration	.20
TOTAL PACKAGE	\$ 57.36

OVERTIME

First 2 hours after an 8 hour workday, Monday through Friday, and the first 10 hours on Saturday are paid at time and one-half rate.

Sunday and Holidays and in excess of 10 hours are paid at double time rate.

The 401a is paid at straight time, time and one-half, and at double time rates. The 401a is excluded for all tax purposes. All overtime on other fringes are paid at straight time rate.

Dues Check Off / *Credit Union is deducted from the Taxable Wage rate and submitted at straight time, time and one-half, and at double time rates. *Credit Union voluntary payroll deduction is available. The members sign up prior to the year and the dispatch will reflect applicable changes if the individual member enrolled in the available \$1. or \$2. per hour deduction.

ALL the above are remitted once a month to the Northern California Pipe Trades Trust Fund.

IMPORTANT:

CLASSIFICATION SCHEDULES ATTACHED

UA LOCAL UNION 342 PLUMBERS & STEAMFITTERS

935 Detroit Avenue Concord, CA 94518-2501 Phone 925/686-5880 Fax 925/685-3710

MASTER LABOR AGREEMENT

EFFECTIVE 7/1/00 THROUGH 6/30/01

7/1/00

JOURNEYMAN

Taxable Wage Rate	\$ 34.76
(Dues Check off: 5.83%)	(2.03)
Health & Welfare	6.80
Pension	3.79
401a Supp. Pension	1.75
LU 342 Training Fund	.85
International Training Fund	.05
Centralized Safety Data Bank	.01
Labor Management Corp	.05
Jury/Disability Trust	.15
Contract Administration	<u>.20</u>
TOTAL PACKAGE	\$ 48.41

FOREMAN

Taxable Wage Rate	\$ 38.24
(Dues Check off: 5.83%)	(2.23)
Health & Welfare	6.80
Pension	3.79
401a Supp. Pension	1.75
LU 342 Training Fund	.85
International Training Fund	.05
Centralized Safety Data Bank	.01
Labor Management Corp	.05
Jury/Disability Trust	.15
Contract Administration	<u>.20</u>
TOTAL PACKAGE	\$ 51.89

GENERAL FOREMAN

Taxable Wage Rate	\$ 41.71
(Dues Check off: 5.83%)	(2.43)
Health & Welfare	6.80
Pension	3.79
401a Supp. Pension	1.75
LU 342 Training Fund	.85
International Training Fund	.05
Centralized Safety Data Bank	.01
Labor Management Corp	.05
Jury/Disability Trust	.15
Contract Administration	<u>.20</u>
TOTAL PACKAGE	\$ 55.36

SR. GENERAL FOREMAN

Taxable Wage Rate	\$ 45.19
(Dues Check off: 5.83%)	(2.64)
Health & Welfare	6.80
Pension	3.79
401a Supp. Pension	1.75
LU 342 Training Fund	.85
International Training Fund	.05
Centralized Safety Data Bank	.01
Labor Management Corp	.05
Jury/Disability Trust	.15
Contract Administration	<u>.20</u>
TOTAL PACKAGE	\$ 58.84

OVERTIME

First 2 hours after an 8 hour workday, Monday through Friday, and the first 10 hours on Saturday are paid at time and one-half rate.

Sunday and Holidays and in excess of 10 hours are paid at double time rate.

The 401a is paid at straight time, time and one-half , and at double time rates. **The 401a is excluded for all tax purposes.** All overtime on other fringes are paid at straight time rate.

Dues Check Off / *Credit Union is deducted from the Taxable Wage rate and submitted at straight time, time and one-half, and at double time rates. **Credit Union voluntary* payroll deduction is available. The members sign up prior to the year and the **dispatch** will reflect applicable changes if the individual member enrolled in the available \$1. or \$2. per hour deduction.

ALL the above are remitted once a month to the Northern California Pipe Trades Trust Fund.

**IMPORTANT:
CLASSIFICATION SCHEDULES ATTACHED**

*K 8115
2,100 workers*

62 pgs.

MASTER LABOR AGREEMENT

between

LOCAL UNION 342

of the

UNITED ASSOCIATION

OF JOURNEYMEN AND APPRENTICES

OF THE PLUMBING AND

PIPE FITTING INDUSTRY

OF THE UNITED STATES AND CANADA

and

**NORTHERN CALIFORNIA MECHANICAL
CONTRACTORS ASSOCIATION**

INDUSTRIAL CONTRACTORS UMIC INC.

EFFECTIVE JULY 1, 1998

EXPIRES JUNE 30, 2003

MASTER LABOR AGREEMENT

between

**LOCAL UNION 342
of the
UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND
PIPE FITTING INDUSTRY
OF THE UNITED STATES AND CANADA**

and

**NORTHERN CALIFORNIA MECHANICAL
CONTRACTORS ASSOCIATION**

INDUSTRIAL CONTRACTORS UMIC INC.

**EFFECTIVE JULY 1, 1998
EXPIRES JUNE 30, 2003**

MASTER LABOR AGREEMENT

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MASTER LABOR AGREEMENT

This Agreement made and entered into this first day of July, 1998 between the NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION, on behalf of its members and as the successor to the Air Conditioning and Refrigeration Contractors of Northern California; Residential Plumbing and Mechanical Contractors of Northern California and the Northern California Piping Contractors Association; INDUSTRIAL CONTRACTORS UMIC INC. (hereinafter referred to as the collective bargaining representatives of the Employer) and such Individual Employers as are now or may hereafter become members of said Associations and all Individual Employers who may now or hereafter become signatory to this Agreement or any counterpart thereof, and who are regularly engaged in plumbing, heating and air conditioning, utility, refrigeration and industrial pipe fitting work, and PLUMBERS AND STEAMFITTER LOCAL UNION NO. 342 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, which is signatory hereto for itself.

ARTICLE I COVERAGE OF AGREEMENT AND RECOGNITION OF BARGAINING AGENTS

1. **TERRITORY COVERED.** The area covered by this Agreement shall be all of Alameda and Contra Costa Counties in the State of California for fitting and industrial work and Alameda County for plumbing work pertaining to work under the jurisdiction of Local Union No. 342, and such territory allotted to it by the United Association from time to time.

2. **EMPLOYEES COVERED.** This Agreement shall apply to and cover all workmen employed by the Individual Employers covered hereby who perform any type of work covered by this Agreement.

3. **WORK COVERED.** This Agreement shall cover 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 Federation of Labor, AFL-CIO, except transportation oil, water and gas pipeline work, covered by the California Shortline Agreement.

4. RECOGNITION OF UNION. The Union is recognized as the exclusive collective bargaining representative of all employees and work covered by this Agreement.

4a. In the event during the term of this agreement, any other UA Locals merge into UA Local 342, the parties hereto agree to immediately, upon the request of UA Local 342, reopen this agreement for the purposes of effectively integrating and/or modifying terms and conditions of employment applicable to the expanded jurisdiction resulting from any such merger.

5. RECOGNITION OF EMPLOYERS. The Union recognizes the Northern California Mechanical Contractors Association and the Industrial Contractors UMIC Inc. as the collective bargaining representatives of the Individual Employers who are now or may hereafter become members of each of said Associations or who have now or may hereafter give said Association the authority to negotiate Collective Bargaining Agreements with the Union on their behalf.

6. UNION SECURITY. All employees covered by this Agreement must, as a condition of employment, apply for membership in, and become members of, and maintain membership in the Union within eight (8) days of the commencement of their employment or the effective date of this Agreement, whichever is the latter. This paragraph shall be enforced to the extent permitted by law.

7. WORK ASSIGNMENTS. Work Assignments will cover plumbing and pipe work of every kind and description, hangers and supports regardless of the material or shape, fixtures, appurtenances and equipment which are a part of the piping system, including the unloading, distributing, reloading by any method whether or not power equipment is used, rigging and hoisting, the assembling, fabricating of all piping and erection of the above being installed by the Individual Employer, including all work covered in the fifty (50) points of jurisdiction in the Appendix. Work assignments will cover plumbing and pipe work, instruments calibration, testing of every kind and description.

8. WAGE CLASSIFICATIONS BY INDUSTRY SENIORITY. There shall be six (6) classification of employees covered under this agreement. Classification is based upon industry seniority under the Collective Bargaining Agreements entered into with Employers by the Union and the attainments of 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 recommendation, classification designations shall be granted by the Union's Executive Board upon verification that the applicant has achieved the requisite experience as outlined below:

A. Class I employees shall consist of all first year apprentices.

B. Class II employees shall consist of all employees who have successfully completed at least one (1) year as an apprentice. Traveling journeymen shall be presumed to have Class II status only, unless sufficient proof of the requisite experience for a higher classification is presented at the time of initial dispatch.

C. Class III employees shall consist of employees who have attained journeymen status and who have performed at least one (1) year at the trade at the journeymen level or above pursuant to a U.A. Local 342 Collective Bargaining Agreement.

D. Class IV employees shall consist of employees who have performed at least two (2) years at the trade at the journeymen level or above at the trade pursuant to a U.A. Local 342 Collective Bargaining Agreement and/or who have within the twelve (12) months immediately preceding application for Class IV status have been regularly employed as a Foreman, and/or General foreman pursuant to a U.A. Local 342 Collective Bargaining Agreement for a least three (3) months.

E. Class V employees shall consist of employees who have performed at least three (3) years at the trade at the journeymen level or above pursuant to a U.A. Local 342 Collective Bargaining Agreement and/or who have within the twelve (12) months immediately preceding application for Class V status have been regularly employed as a Foreman, and/or General foreman pursuant to a U.A. Local 342 Collective Bargaining Agreement for at least six (6) months.

F. Class VI employees shall consist of employees who have performed at least four (4) years at the trade at the journeymen level or above pursuant to a U.A. Local 342 Collective Bargaining Agreement and/or who have within the twelve (12) months immediately preceding application for Class VI status have been regularly employed as a Foreman and/or General Foreman pursuant to a U.A. Local 342 Collective Bargaining Agreement for at least twelve (12) months.

9. Each employee shall submit to the Business Manager/Financial Secretary of the Local Union any classification change no later than December 1, of each year. Upon approval by the Union, such classification shall be effective January 1. The Union shall notify the employers of the approved classification of each employee on or before December 10. Any Employer not so advised shall effective January 1, contribute for such employees as either Class I or Class II, dependent upon the appropriate apprenticeship completion status of such employee, and such classification shall continue through December 31.

10. Classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Executive Board of the Union and approved by the Association(s) and/or any other recognized employer bargaining group. Upon notification by the Union to the individual employer of an approved classification change, the individual employer 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 Employer receives notice of such change on or before the immediately preceding December 10.

11. **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 as to the jurisdiction of the work performed by Individual Employers, such dispute shall be referred to and settled by the United Association.

12. Where no decision of record by the National Board exists, the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the National Joint Board or any successor agency of the Building Trades Department.

ARTICLE II EMPLOYMENT PROCEDURE

13. The Individual Employers shall secure all employees required in the performance of the work covered by this Agreement through the office of the Union, subject to the limitations and exclusions in **ARTICLE I**.

14. Satisfactory and competent employees will be furnished in accordance with the provisions of this Agreement and the employment procedures within forty-eight (48) hours (Saturdays, Sundays and holidays excepted) of the time they are requested if they are available. In the event they cannot be or are not furnished within such period, the Individual Employer may employ any person, but shall arrange for a dispatch to be obtained for the employee from the office of the Union within twenty-four (24) hours of the commencement of such employment and such dispatch shall upon request be issued to the employee.

15. **REGISTRATION FOR DISPATCH.** *The Union shall maintain a register of applicants for employment by classification and, where applicable, by specialty, on the basis of the priority groups listed below. Each applicant shall be registered for referral in each classification or specialty in which the applicant has demonstrated to the satisfaction of the business office that he is qualified (e.g. pipefitter; plumber, instrument tech; welder, mig, tig and/or rig welder; refrigeration mechanic; etc.). Any applicant denied the right to be designated qualified for any classification or specialty may appeal such decision to the Joint Referral Appeals Committee pursuant to Paragraph 32. Dispatch shall be made in accordance with the individual employer's call by classification or specialty, by date of registration upon the 'A' list until the 'A' list of registrants possessing the required qualifications has been exhausted. Thereafter, in order to meet an employer's call within the forty-eight (48) hour period contained in paragraph 14 above, the responsible dispatching official shall first attempt to satisfy the employer's call from the 'B' list, and upon exhaustion of same, by call to the dispatch offices of the Local Unions whose 'A' lists comprise the 'C' and 'D' priority groups in that order.*

A. "A" List.

1. **QUALIFYING FOR "A" LIST.** All applicants for employment who have four (4) or more years experience at the trade and have achieved U.A. Building Trades journeyman status evidenced by passage of the journeyman examination administered by the U.A. 342 Joint Apprentice and Training Committee or who have successfully completed an alternate apprenticeship program recognized by the Referral Appeals Committee, and who have been employed within the jurisdiction of U.A. Local 342 pursuant to a recognized U.A. 342 collective bargaining agreement for at least 4,800 hours within a consecutive 48 month period preceding registration and who are residents of the normal construction labor market as defined herein.

2. **APPRENTICES.** For the purposes of apprentice dispatch, an apprentice shall be considered an "A" list employee so long as the apprentice is indentured to and in good standing with the U.A. Local 342 J.A.T.C.

3. GRANDFATHER PROVISION. Notwithstanding the foregoing, any person who has achieved "A" list status as of June 30, 1998 shall automatically qualify for the "A" list as of July 1, 1998.

4. HOURS VERIFICATION. Hours verification for the purposes of determining attainment of "A" list status shall be made by reference to the hours tabulation made by the administrator of the Northern California Pipe Trades Health and Welfare Fund.

B. 'B' List. All applicants who meet the requirement for the 'A' list and who would otherwise qualify for 'A' list referral, but who have failed to meet 'A' list hours requirements. 'B' registrants may not be contemporaneously registered on the 'A' list of any other UA Local referral system.

C. 'C' Priority Group. All persons who meet the requirements for 'A' list registration (or the equivalent) with UA Local 38 and/or any other Local Union within the geographic jurisdiction of the Northern California/Northern Nevada Pipe Trades Council.

D. 'D' Priority Group. All persons who meet the requirement for 'A' list registration (or the equivalent) with any UA Local Union hiring office within the State of California.

E. 'E' Priority Group. Any person, who in the opinion of the dispatch office, meets the qualifications of an individual employer from any source.

F. Except in the case of an emergency, the Union will accept dispatch requests between the hours of 8:00 A.M. and 10:00 A.M.

16. RESIDENCY DEFINED.

A. "Residency" for the purpose of establishing qualifications for "A" and "B" List referral shall mean that the applicant has established a permanent home within the normal construction labor market.

B. "Permanent home" means that the applicant has proven applicant's commitment to work and live within the normal construction labor market evidenced by one or more of the following:

- (1) Home Ownership
- (2) Residential lease for a fixed term (not month-to-month)
- (3) Voter registration at residence

- (4) Vehicle registration at residence
- (5) Valid driver's license listing residence
- (6) Registration of children in local schools

C. The "normal construction labor market" comprises the geographic area of Marin, Sonoma, Napa, Solano, Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, San Benito, Sacramento and Yolo.

D. "Permanent home within the normal construction labor market" shall be conclusively presumed in the event the applicant has had contributed on his behalf at least 1200 hours of vested contributions over a of 4 consecutive year period to the Northern California Pipe Trades Supplemental Pension Plan, or since inception of the Defined Contribution 401(a) Pension Plan, whichever is earlier, prior to application for "A" list status and who has met the hours requirement for attaining and maintaining "A" list status contained in **PARAGRAPH 15.A.** above.

17. ORDER OF DISPATCH. *The employment office of the Union shall first dispatch employees, by qualification and/or specialty, registered on the 'A' list; second, employees, by qualification and/or specialty, who are registered on the 'B' list. Thereafter the employment office will secure employees from the dispatch facilities comprising the 'C', then the 'D' priority groups; and, finally, from the employees qualifying for dispatch in the "E" priority group. Subject to paragraphs 19 and 25, employees on the 'A' and 'B' lists shall be dispatched in the order in which they registered for work on a first on, first out basis.*

18. REGISTRATION. Registration upon the A and B out-of-work list shall be in person by the individual who seeks to register for referral. Registration by telephone or by proxy shall not be allowed; provided however, that in the event there are insufficient "B" list registrants within a classification or specialty for which there is a call, the Business Office may contact the Dispatch Offices whose "A" list registrants qualify for "C" and "D" priority group status pursuant to **PARAGRAPH 15.C. and 15.D** above, to fill such call.

19. NAME HIRE.

A. All journeymen will be dispatched to an Employer's jobsite or shop from the availability list on a 50% basis. The Employer may request the first three (3) journeymen by name. Thereafter the Employer must hire three (3) journeymen from the availability list starting with the first man on the list until the 50% - 50% ratio is achieved. The same 50% - 50% basis shall be

applied to the hiring of apprentices. Name Hire shall be limited to "A" List registrants unless there is a call for a recognized special skill, and no "A" list registrant possessing such special skill is available for dispatch.

B. Name hire requests must be made by the Individual Employer, or senior representative thereof. Upon receipt of a proper request, the Union shall dispatch the employees so requested, if they are available, registered for work and willing to accept a dispatch, and, upon being dispatched, the names shall be stricken from the out of work list. The Dispatch Slip shall indicate that the employee was a name hire.

20. TRANSFER OF EMPLOYEES.

A. *Until the Union is contacted requesting employees, the Employer shall have the right to transfer up to six (6) current employees between plant (project) locations within Local #342 jurisdiction. In all cases pursuant to this paragraph 20 when the employer intends to effect a transfer, the employer must notify the Union prior to transfer. If the employer transfers six (6) employees to a project, thereafter all journeymen shall be requested from the dispatch office and, will be dispatched from the availability list on a 50%/50% basis, with the first Journeyman being dispatched from the availability list, the second Journeyman may be requested by name, the third Journeyman from the availability list and so on.*

B. *The transferring of six (6) employees between projects within Local 342's jurisdiction will not be considered as part of the employer's allotted ratio of name calls. Employees transferred will not be considered in determining 50%/50% job ratio.*

C. *If the Employer transfers less than six (6) Employees to a project, the employer may transfer, at any time, the balance to make up six (6) Journeymen subject to the transfer rights granted pursuant to this paragraph 20; thereafter, Journeymen must be requested from the dispatch office in accordance with the 50%/50% rule describe subparagraph 20.A.*

D. *After the six transfers allotted in Section C above, the Employer may effect his right to call by name contained in Paragraph 19 above by additional transfers until the complement of employees required to perform the project has been filled; provided, however, that any additional transfers shall be counted for the purposes of the 50%/50% rule.*

21. SUPERVISION HIRES ARE NAME HIRES. All supervision requested by name will be considered part of the Employer's allotted percentage of name calls.

22. OUT OF RATIO ON NAME HIRES. If at any time the ratio on the job deviates from the original ratio of calls by name and dispatches from the availability list, any new journeymen shall be called either by name or from the availability list until the job ratio is again brought into conformity with the provisions of this Article.

23. LAYOFF ORDER — JUST CAUSE FOR DISCHARGE. No employee from "A" List shall be laid off or otherwise terminated from employment until all employees from the "E," "D" and "C" priority groups and "B" list employed by the Individual Employer have been terminated. An employee may be discharged at any time for just cause.

A. BUMPING LOWER LIST EMPLOYEE. Any person who has accumulated at least three (3) years of seniority as an "A" list journeyman shall have the right after having registered in a classification and/or specialty on the out-of-work list for thirty (30) consecutive calendar days without securing a dispatch, to give written notice to the Union and any Employer covered by this Agreement who is then employing any same classification journeyman dispatched off of the "B" list or from the C, D or E priority groups that he/she desires to replace a same classification or specialty journeyman so dispatched. Such request shall be honored by the Union and the Employer within forty-eight (48) hours. For the purposes of determining "A" list seniority status, years spent as an apprentice under this Agreement may be counted toward the required three (3) years of "A" list registration.

B. In the event more "A" list journeymen exercise the rights contained herein than there are positions available with respect to the Individual Employer employing "B" list or "C," "D," or "E" priority group journeymen, priority shall be granted to the highest registered "A" list journeymen who have given the required notice. In the event the Employer has currently employed more "B" list "C," "D" or "E" priority group journeymen than required to honor the exercise of rights under this section, the Employer shall have the right to select from among the "B" list or "C," "D" or "E" priority group journeymen on its payroll which journeymen it will retain and which it will lay off to comply with this section.

C. No "B" list employee may be bumped within sixty (60) calendar days of dispatch. No person dispatched pursuant to **PARAGRAPH 25** (Spe-

cial Skills) may be bumped unless the journeyman seeking to exercise bumping rights possesses such special skill(s).

D. When bumping occurs an Employer who feels that it has been adversely affected by the number of its employees who have been bumped, may appeal to the Joint Referral Appeals Committee for relief from the provisions of this **PARAGRAPH 23**. If there is an appeal by an Employer under this paragraph, bumping of employees of that Employer shall be suspended until there is a decision by the Joint Referral Appeals Committee on the appeal.

E. The Union agrees to hold harmless the Association and any Contractor from any cost, expense or damage, including attorney's fees, arising out of any legal or administrative challenge in **PARAGRAPH 23.A. and 23.B.**

24. General Foremen and Foremen must be members of the United Association.

25. SPECIAL SKILLS — EMPLOYER'S NEED FOR.

A. Regardless of anything herein to the contrary, the Individual Employer may also request employees with particular qualifications who have had either **(1)** a specific number of months or years (not, however, to exceed twenty-four (24) months or two (2) years experience on a particular type of equipment, or **(2)** a specified number of months or years (not to exceed, however, twenty-four (24) months or two (2) years experience in a particular type of work, or both. Such request must be made in writing, signed by the Individual Employer, or senior representative thereof, and presented to the employment office of the Union. Upon receipt of a proper request, the Union shall dispatch the employees so requested if they are available and willing to accept a dispatch; subject to the provisions of **PARAGRAPH 19**.

B. In the event that no employees with the requisite experience are available, the Individual Employer requesting such employees shall not be free to hire directly an employee to operate such equipment, or to perform such work who has had less experience than the experience called for in the order.

C. In determining whether an applicant for employment possesses the particular skills and abilities called for by the Individual Employer, the dispatcher shall consider:

1. The dispatcher's knowledge, if any, of the applicant's and abilities, gained through actual observation or inquiry.

2. Any rules and/or regulations duly adopted by the Joint Referral Appeals Committee for the administration of this PARAGRAPH 25.

26. In the event the named employee is not registered or not available for work or not willing to accept a dispatch at the time of the receipt of a written request under this Article, the Union shall notify the Individual Employer as soon as possible, and the forty-eight (48) hour period provided in this Article shall not commence to run until receipt by the Union of either a request for an unnamed employee or a further request under this Article for a named employee who is registered and available for work at the time of the receipt of the written request.

27. REMOVAL OF NAME FROM OUT-OF-WORK LIST — NORMAL. Upon being dispatched under any of the preceding paragraphs, the name of the employee or applicant for employment shall be stricken from the A or B availability list of registrants for work upon which his name appears, unless he has been terminated from the job for which he was dispatched by reason of reduction in force and has worked less than *eighty (80) hours or 14 calendar days (whichever is longer)*. A discharge for cause or voluntary quit shall require the employee to re-register. *This provision shall not apply to individuals dispatched from the C, D and E priority groups.*

28. REMOVAL FROM OUT-OF-WORK LIST — SPECIAL.

A. The name of any employee or applicant refusing four (4) successive offers of dispatch shall be stricken from the A or B list upon which he is registered for employment and such employee or applicant must re-register in order to be available for employment thereafter. *Failure to return a dispatch call to the business office when the business office has left a message on the applicant's answering device or with a responsible member of the applicant's household shall be counted as a refusal for the purposes of this provision.*

B. In the event, within a twelve (12) month period any employee has been discharged for the following causes:

1. Absence from work without leave or tardiness in reporting to work, after two written warnings by Union Foreman, a copy of which will be sent to the Union Hall.

2. Verifiable theft of employer tools or materials; on two (2) occasions, he/she shall be removed from and shall not be allowed to re-register on any and all registration lists for thirty (30) days. Upon a third (3rd)

discharge for one or more of the causes enumerated above, he/she shall be removed from and shall not be allowed to re-register on any and all registration lists for a period of sixty (60) days.

C. Any applicant previously dispatched for employment who has been rejected for failing a welding test shall be ineligible for dispatch to a welding job and may be passed over for such a dispatch upon failing three (3) consecutive such welding tests. The applicant may reestablish eligibility for dispatch to welding jobs upon taking, at his/her own expense, and passing a welding test administered by an independent testing agency approved by the Business Office and/or the Executive Board of the Union.

D. Any applicant previously dispatched for employment to perform work for which a recognized skill is required for such referral and who is rejected or laid-off by an employer for failure to perform to the standards required for registration within the particular skill category, shall thereafter be ineligible for dispatch within that skill category unless the applicant is "recertified" within such skill category by the Local Union Examining Board and/or the training director of the U.A. Local 342 Joint Apprentice and Training Program.

E. All persons dispatched from the C, D or E priority groups are subject to Sections B, C and D above, and shall be ineligible for dispatch in accordance therewith.

29. OUT OF AREA EMPLOYERS — 1 MAN MOVEMENT. The following provisions shall only apply to an Individual Employer whose permanent yard or shop is located outside the geographical area covered by this Agreement when the Collective Bargaining Agreement to which such Individual Employer is a party, or by which the Individual Employer is covered, provides for similar treatment of Individual Employer and such one employee covered by this Agreement. Regardless of anything to the contrary in this Article pertaining to employment procedures contained in this Agreement, any Individual Employer whose permanent yard or shop is located outside the geographical area covered by this Agreement is free, on each site (regardless of the number jobs or contracts applicable at that site) worked by the Individual Employer inside the geographical area covered by this agreement, to bring on each such site one (1) of such Individual Employer's employees covered by the U.A. agreement applicable to the geographical area in which such Individual Employer's permanent yard or shop is located, provided (1) that such Individual Employer shall notify the office of the Local Union with territorial jurisdiction over the area in which the job or project is located of the

name of each such employee and the location of the job or project prior to the time each such employee is sent into such area and each such employee, before reporting to the jobsite or project, shall report to the office of the Local Union having territorial jurisdiction over the area in which the jobsite or project is located in person, by telephone, by telegram or in writing and such office shall issue him a dispatch, and further provided (2) that each such employee shall be paid the wages and shall receive all fringe benefits provided for in the Collective Bargaining Agreement of the United Association Local Union covering the geographical area in which the Individual Employer's permanent yard or shop is located and from which area such employee comes, and further provided (3) that all of the provisions of this Agreement, except **PARAGRAPH 6** regarding Union security in **ARTICLE I** and so much of this Article regarding employment procedures as has been heretofore excepted, and the provisions governing wages and fringe benefits shall apply to and cover such employee.

30. NON-DISCRIMINATION. The selection of employees and applicants for employment for referral shall not be based on race, creed or color or based upon, or in any way influenced by Union membership; By-Laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements except as is permitted by law under the provisions of **PARAGRAPH 6** regarding Union security.

31. EMPLOYER RIGHT OF REJECTION. The Individual Employer shall have the right to reject any applicant for employment referred by the Union for just cause, but in the exercise of such right shall not discriminate against such applicant by reason of his/her race, creed or color or by reason of membership, or non-membership, or activity for or against any labor organization, and provided further that any applicant for employment reporting for work at the agreed time and place shall be entitled to show-up time. A rejected applicant does not acquire employee status.

32. GRIEVANCE PROCEDURE.

A. Any employee or applicant for employment claiming to be personally aggrieved by the application of any of the provisions of this Article, whether by the Union, an Association, or any Individual Employer, must submit the same to the Joint Referral Appeals Committee provided for in **PARAGRAPHS 33 AND 34** hereof.

B. Any dispute over the interpretation or application of **PARAGRAPH 17** shall be determined by the Joint Referral Appeals Committee. The Joint

Referral Appeals Committee shall have the power, in the event it determines that a complaint has merit, to render prospective relief only, which may include augmented calls to a particular dispatch jurisdiction. The Joint Referral Appeals Committee shall also have the power upon its own motion, or by a member thereof, to prospectively strike any local dispatch jurisdiction from the list of those eligible for C or D priority list class pursuant to this provision and **PARAGRAPH 15.C. and 15.D.**

C. Grievances must be submitted in writing to the Joint Referral Appeals Committee within ten (10) working days of the occurrence giving rise thereto. Any employee or applicant for employment failing to observe the requirements of this **PARAGRAPH 32** shall be deemed to have waived his grievance. Forms for the submission of such grievance shall be available at all times in the offices of the Union and the Employer.

33. JOINT REFERRAL APPEALS COMMITTEE. There is hereby established a Joint Referral Appeals Committee which shall consist of three (3) members appointed by the Northern California Mechanical Contractors Association; one (1) member appointed by Industrial Contractors UMIC, Inc. and four (4) members selected by U.A. Local 342.

34. The Joint Referral Appeals Committee shall be empowered:

A. To establish and promulgate any and all rules which are necessary and proper to assure non-discriminatory application of the provisions of this **ARTICLE II** to employees and applicants for employment for work covered by this Labor Agreement, *and, to clarify, modify or change the provisions of Article II, Sections 13 through 31, upon a determination by the committee that clarification, modification or change is necessary to meet changed conditions in the industry. Actions by the committee pursuant to this provision shall remain in full force and effect unless overridden or superceded by agreement of the negotiation committees of the parties.*

B. To hear and determine complaints and appeals properly presented to it in accordance with the provisions of **PARAGRAPHS 23 and 32** hereof.

C. To render decisions that shall be final and binding upon employees, applicants, the Union and Employers in regard to matters properly before it. In the event the Committee should deadlock on any matter properly brought before it, within a period of five (5) working days or such further time as the Committee shall allow, the matter shall be submitted to impartial arbitration. A decision by an arbitrator shall be final and binding on all parties. In the

event the committee cannot agree upon an arbitrator, the arbitrator shall be chosen from a list of five (5) names secured from the Federal Mediation and Conciliation Service in accordance with FMCS rules.

D. To render decisions as set forth above only with respect to matters arising under this **ARTICLE II** and in no circumstances with respect to matters reserved to the Joint Conference Committee.

35. This **ARTICLE II** shall be posted on the bulletin board of the Union in its office, and the bulletin boards of the Individual Employers where notices to employees and applicants for employment are posted. *Actions taken pursuant to Paragraph 34.A. shall likewise be posted.*

ARTICLE III NO STRIKES OR LOCKOUTS

36. It is mutually agreed and understood that during the period when this Agreement is in force and effect neither the Employer nor any Individual Employer will authorize any lockout and no Individual Employer will lockout his employees and the Union will not strike, slowdown, or stop work in any dispute, complaint or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints or grievances concerning the interpretation, application or compliance with any provision or provisions of this Agreement pertaining to the following:

A. Failure to issue negotiable payroll checks.

B. Failure to pay established travel pay. Said travel pay shall be at the same time and under the same conditions as payroll.

C. Failure to comply with the provisions of **ARTICLE V, PARAGRAPHS 50 and 51** of this Agreement.

D. Failure or refusal of the Individual Employer or and Individual Employer to comply with the decisions of a Joint Conference Board or Arbitrator.

37. Any Individual Employer who shall fail or refuse to comply with the provisions of these Paragraphs, or any of them so long as such failure or refusal continues, it shall not be a violation of this Agreement if the Union withdraws employees who are subject hereto from the performance of work

of such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages except as provided in **ARTICLE IV** of this Agreement.

ARTICLE IV JOINT CONFERENCE BOARD

38. No dispute, complaint or grievance concerning the interpretation, application or compliance with any provision or provisions of this Agreement pertaining to the following is or are arbitrable under this Article of this Agreement:

A. Failure to issue negotiable payroll checks.

B. Failure to pay established travel pay. Said travel pay shall be at the same time and under the same conditions as payroll.

C. Failure to comply with the provisions of **ARTICLE V, PARAGRAPHS 50 and 51** of this Agreement.

D. Failure or refusal of the Individual Employer or an Individual Employer to comply with the decisions of a Joint Conference Board, Joint Referral Appeals Committee or arbitrator.

39. It is the intention of the parties to this Agreement to settle all other problems that may arise on a local level; however, in order to provide means for uniform interpretation and application of this Agreement in respect to any provision upon which the parties are in disagreement or dispute as to its meaning the parties hereto shall proceed to set up a Joint Conference Board of six (6) members. Three (3) members shall be selected by the Union and three (3) members by the Individual Employer. In the selection of the three (3) by the Employer, it is agreed that one (1) of the members may be selected from another Employer Association whose individual members covered by this Collective Bargaining Agreement regularly perform other types of work coming within the recognized jurisdiction of the Union.

40. No preceding hereunder based on any dispute, complaint of grievance herein provided for shall be recognized unless called to the attention of the Employer and the Union within thirty (30) days after the alleged violation was committed.

41. The thirty (30) day limitation shall not apply to Employer contributions required by **ARTICLE X, PARAGRAPH 81**. Grievances or disputes may be filed by the Local Union and/or the Employer signatory hereto. Such grievances and disputes shall be executed in accordance with the procedure set forth in this Paragraph.

Step 1. The steward or Union representative is to receive grievances or disputes from employees covered by this Agreement, and report them to his Business Manager, who shall then attempt to adjust said grievance or dispute with the Contractor representative performing the work.

Step 2. In the event that such grievance or dispute cannot be adjusted in this manner within seventy-two (72) hours after the complaint has been submitted, the same shall be submitted in writing within an additional seventy-two (72) hours to the Association involved whose representatives shall attempt to settle the grievance or dispute.

Step 3. If the matter cannot be disposed of within seventy-two (72) hours after receipt of such written notice by the representatives of the Union and/or the Employer, the same may be referred to the Joint Conference Board.

Step 4. The Joint Conference Board shall convene at their next meeting after the grievance or dispute has been referred to it. The Employer or the Union cited before the Joint Conference Board shall have at least seventy-two (72) hours notice of the hearing, unless a lesser period of time is agreed to between the complaining Union and the Employer. The final decision shall be rendered within ten (10) working days after the complaint is submitted to the Joint Conference Board. All time limits set forth in this Article may be extended by mutual agreement.

Step 5. In the event the Joint Conference Board is unable by majority vote to agree, they may submit the dispute to a Arbitrator chosen by the Board. If the Board is unable to select a Arbitrator, either party may immediately request the Federal Mediation and Conciliation Service or American Arbitration Service to submit the names of five (5) persons qualified to act as Arbitrator. When said list has been presented to representatives of the parties hereto, each shall have the choice of alternately reviewing the names of two (2) of those five (5) persons, with the order of choice being determined by lot and the remaining, or fifth, person shall be selected as a Arbitrator within twenty-four (24) hours after submission of said list. The referee's decision shall be final and binding on both parties.

42. It is specifically agreed that the terms and conditions of this Agreement shall be binding upon the Joint Conference Board and/or the impartial arbitrator and that they or he shall have no authority to alter, amend or revise the wages, hours, and other conditions set forth herein, it being the intent that such Board and arbitrator's decision shall be within the scope and limited to the application of terms and conditions hereof. The parties hereto agree that a decision rendered by a majority of the Joint Conference Board and/or impartial arbitrator shall be final and binding upon them.

43. All costs of the impartial arbitrator shall be divided equally between the Employer and the Union.

44. All disputes between the parties regarding the interpretation or application of any of the terms or conditions of this Agreement shall be submitted to the grievance procedure in the manner provided in this Article.

45. Employers will not be cited before the Joint Conference Board except on charges preferred by the Business Manager of the Local Union or, in his absence, his designee. Such charges must be made on a form designated by the Joint Conference Board. Such charges shall not be accepted unless the form shows the Business Manager or his designee contacted the Employer or attempted without success to settle the grievance prior to submitting such complaint to the Board. Copies of such charges must be immediately sent certified mail, return receipt requested, to the Contractor (or Local Union) the complaint is against, with additional copies to the Employers. The complaining party must give immediate notice to the Employers when a dispute is settled after having been referred to them in writing. The Union agrees that such Board procedure will not be used to harass a Contractor. The Employer agrees to give full consideration to all charges, particularly repeated violations of the Contract.

46. **JURISDICTIONAL DISPUTES.** All jurisdictional disputes with Unions (other than the United Association) shall be heard and decided under the procedures of the National Joint Board for Settlement of Jurisdictional Disputes.

47. Both parties hereto agree to maintain proper personnel and facilities to carry out the terms and conditions of this Agreement.

48. Within thirty (30) days after the execution of this Agreement the Employers shall appoint three (3) representatives, and sufficient alternates, and the Union shall appoint three (3) representatives, and sufficient alternates, as

members of the Joint Conference Board, which shall be known as the Joint Conference Board. In the event of the absence of any representative appointed by the Union the remaining representatives appointed by the Union may vote in behalf of such absent representative. In the event of the absence of any representative appointed by the Employers the remaining representative appointed by the Employers may vote in behalf of such absent representative.

ARTICLE V SUBCONTRACTING

49. All work performed by the Employers, and all service rendered by the Employers, as herein defined shall be rendered in accordance with each and all of the terms and provisions herein. Any Employer who subcontracts work covered by this Agreement shall be liable for all wages and fringe benefit contributions payable by said Subcontractor under the terms of this Agreement.

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

51. If any Employer subcontracts any such work, provisions shall be made in the subcontract for the observance by the Subcontractor of all of the terms and conditions of this Agreement.

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

53. No employer who has complied with the requirements for subcontracting shall be liable to the Union or to any employee for any default of his Subcontractor in the performance of the terms and conditions of this Agreement, if the following language is contained in the contract:

Agreement: In consideration of Contractor entering into this Agreement Subcontractor agrees that in the performance of all jobsite work hereunder, Subcontractor will be bound by and comply with all terms and conditions of the Collective Bargaining Agreement between Lo-

cal Union No. 342, the Northern California Mechanical Contractors Association and the Industrial Contractors, U.M.I.C. and others governing the performance of work by contractors.

Date: _____

By: _____
SUBCONTRACTOR'S SIGNATURE

ARTICLE VI FABRICATION

54. Fabrication. The parties agree that this Article is a material and substantial part of this Agreement, establishing terms of employment, and that the breach of any provision of this Article constitutes a substantial breach of this Agreement. The parties agree that upon an Employer's breach of this Article, the Union may, at its option, seek enforcement by judicial determination or such other judicial relief that the Union deems appropriate, or it may submit the Employer's violation of this Article to arbitration in accordance with **ARTICLE IV**.

55. There shall be no fabrication restrictions for an individual Employer if he performs the work within the jurisdiction of Local No. 342 and further the work is performed by Local No. 342.

56. The butt welding of all mill run lengths, regardless of size, shall be fabricated and assembled on the jobsite unless it becomes a part of a dimensioned welded pipe formation.

57. FABRICATION AT JOBSITE OR IN SHOP. To secure fabrication work for employees working under this Agreement in the principal work unit at the jobsite, and in order to protect wages and working conditions of such employees in the principal work unit at the jobsite, the Employer may fabricate at the jobsite or in the shop under the following terms and conditions:

A. Piping formations requiring heat or other special treatment or the use of special tools and equipment may be fabricated on the jobsite or in the shop.

B. All pipe bends may be made up on the jobsite or in the shop.

C. All piping and assembling of panel boards shall be done on the jobsite or in the shop.

D. The piping on manufactured components that are to become part of an industrial piping system may be fabricated at the jobsite or in the shop.

58. When the word "shop" is used in this Article, it shall be defined as a pipe fabricating shop where terms and conditions of employment for journeymen plumbers, pipefitter-steamfitters and their apprentices performing such shop fabrication compare favorably with the terms and conditions of employment of the employees covered by this Agreement who would have performed the fabrication at the jobsite if the Employer exercised his options to have it done at the jobsite.

59. All hanger rods, pipe supports and pipe hangers made of structural shapes only which can be fabricated from drawings or specifications are not covered by this Agreement. Such hanger rods, pipe supports and pipe hangers shall be shipped to the job unattached and erection shall be covered by the terms of this Agreement.

60. All hanger rods, pipe supports and pipe hangers which require field dimensions for fabrication are covered by this Agreement.

61. All catalogue items such as clamps, u-bolts, etc., may be purchased from any source at the option of the Employer. Erection of such items shall be covered by the terms of this Agreement.

ARTICLE VII WAGE AND FRINGE BENEFIT SCHEDULE

62. A. WAGE AND FRINGE SCHEDULES, APPENDIX A

Effective July 1, 1998, the basic hourly wage rates for all classifications of employees covered by this agreement including Apprentices, Journeymen, foremen, general foremen and senior general foremen, and for specialty classifications of employees covered by any specialty addendum to this agreement and/or employees covered pursuant to any project agreement, including any contract maintenance agreement, which incorporate the terms of this Master Labor Agreement shall be as set forth in the wage and fringe schedules attached hereto and made a part hereof as Appendix A. The wage and fringe schedules constituting Appendix A shall be modified as of each July 1 to account for wage increases contained in paragraph 67 hereof and/or pursuant to agreement between the Union and the Association at any other time; and/or as of the effective dates of any new or different project labor agreements in

incorporating the terms of this Master Labor Agreement therein; and/or in accordance with any specialty addendum hereto in accordance with the terms of such addendum. New wage and fringe schedules duly adopted during the term of this Master Labor Agreement shall be effective as of the date specified therein and shall be binding upon all individual employers performing work covered directly by or affected by the terms and conditions contained in this agreement without the necessity of further agreement between an affected individual employer and the Union.

B. SAME TOTAL COST PACKAGE. All Contractors whose employee wages and fringe benefits are set by this Agreement shall have the same Total Cost Package on New Construction and Industrial work (\$45.91 per hour for journeyman for the period July 1, 1998 through June 30, 1999). If a Contractor should circumvent or attempt to circumvent this provision, the Agreement may be opened upon thirty (30) days notice by either party to draft new language to implement the intent of this Paragraph. **(EXCEPTION:** The provisions of this **PARAGRAPH 62.B.** are not applicable to the Agreement with Industrial Contractors UMIC Inc.)

63. FOREMAN. Foremen shall receive a premium of not less than ten percent (10%) of the Class II journeyman employee basic hourly wage rate.

64. GENERAL FOREMAN. General Foremen shall receive a premium of not less than twenty percent (20%) of the Class II journeyman employee basic hourly wage rate.

65. SENIOR GENERAL FOREMAN. Senior General Foremen shall receive a premium of not less than thirty percent (30%) of the Class II journeyman employee basic hourly wage rate.

66. DUES CHECKOFF DEDUCTION. Straight time Dues Checkoff deduction for all classifications will be calculated at \$1.98/hour for journeymen; \$2.18/hour for foremen; \$2.57/hour for General foremen and \$2.75/hour for Sr. General foremen. Apprentice Dues Checkoff deductions shall be 4% of the then current apprentice wage rate as set forth in **PARAGRAPH 72.**

67. FUTURE WAGE AND/OR FRINGE BENEFIT ADJUSTMENTS.

A. Increases in the Journeyman package will be as follows:

<i>July 1, 1999</i>	<i>\$1.25 per hour</i>
<i>July 1, 2000</i>	<i>\$1.25 per hour</i>
<i>July 1, 2001</i>	<i>\$1.25 per hour</i>
<i>July 1, 2002</i>	<i>\$1.20 per hour</i>

B. ALLOCATION OF FUTURE INCREASES. The Union shall have the right to allocate future increases among wages and existing fringe benefits. The Union shall notify the Individual Employer and the Employer Associations in writing of any allocations. The Union shall attempt to give this notice at least thirty (30) days prior to July 1st.

68. COMPOSITE CREWS. Whenever employees covered by this Agreement work regularly in composite crews covered by an Agreement at the same jobsite with U.A. Local 159, they shall receive the same wages and fringes to the extent that the total package of wages, fringes, working conditions and travel pay are higher or more beneficial than those provided for in this Agreement.

69. FRINGE BENEFITS. Fringe benefits per hour effective July 1, 1998, for senior general foremen, general foremen, foremen, journeymen, and apprentices shall be as follows:

Health & Welfare

Active Employee Health & Welfare	\$4.20 per hour
Retiree Health & Welfare	\$2.20 per hour
Jury Duty and Disability	\$1.50 per hour
<i>Total Health & Welfare Contributions</i>	<i>\$6.50 per hour</i>

Pension

Northern California Pipe Trades Pension*

<i>Regular Pension</i>	<i>\$2.79 per hour</i>
<i>Overtime Stabilization Account</i>	<i>\$0.15 per hour</i>
<i>Benefits Improvement Fund</i>	<i>\$0.85 per hour</i>
<i>Total Northern California Pipe Trades Pension Contribution</i>	<i>\$3.79 per hour</i>

Northern California Pipe Trades

Supplemental Pension (Defined Contribution)* \$1.00* per hour
(See 69.A. below)

Apprentice Training	\$0.75 per hour
<i>International Training Fund</i>	<i>\$0.05 per hour</i>
<i>Centralized Safety Data Bank</i>	<i>\$0.01 per hour</i>
Joint Labor-Management	\$0.05** per hour
Contract Administration	\$0.20** per hour

*No Pension Contribution for 1st and 2nd period Apprentices.

**For Contractors not paying Contract Administration *and/or* the Joint Labor/Management Cooperation contributions *Apprentice Training shall be paid on equivalent hourly amount in lieu of such contribution(s).*

A. Effective July 1, 1999, Employer contributions to the Northern California Pipe Trades Supplemental Pension Plan on behalf of all employees for each straight time and overtime hour worked shall be determined by employee classification as follows:

	STRAIGHT TIME	TIME AND ONE HALF	DOUBLE TIME
Class I	\$0.00	\$0.00	\$0.00
Class II	\$1.50	\$2.25	\$3.00
Class III	\$3.00	\$4.50	\$6.00
Class IV	\$4.50	\$6.75	\$9.00
Class V	\$5.75	\$8.265	\$11.50
Class VI	\$7.10	\$10.65	\$14.20

B. The designated classification of each employee shall be honored by the Employer and shall apply to work performed under this Master Agreement and to any other agreement which is expressed in terms of a percentage of this Master Agreement (e.g., 80% or 90% Agreements) and to the Industrial Maintenance Agreement.

70. FRINGE BENEFITS ON OVERTIME. Fringe benefits, except Defined Contribution Pension, shall be at straight time on all overtime hours worked. The Defined Contribution Pension contribution rate on overtime work shall be as provided in **PARAGRAPH 69.A.**

71. DUES CHECKOFF CONTRIBUTION ON OVERTIME. *Dues Checkoff deduction on overtime at time and one-half shall be paid at: journeymen — \$2.97; foremen — \$3.37; general foremen — \$3.57 and Sr. general foremen — \$3.86; (Apprentices 4% of current taxable wage rate). Dues checkoff deduction on overtime at double time shall be paid at: journeymen — \$3.96; foremen — \$4.36; General foremen — \$4.75 and Sr. foremen — \$5.15 (4% for Apprentices).*

72. APPRENTICE WAGES. Effective July 1, 1998 the wage rate schedule for Apprentices shall be:

PERIOD	PERCENTAGE	BASIC TAXABLE*		
		Class II	Class III	Class IV
1st 6 Months**	40% + \$0.50	\$13.70	N/A	N/A
2nd 6 Months**	45% + \$0.50	\$15.35	N/A	N/A
3rd 6 Months	50%	\$16.51	N/A	N/A
4th 6 Months	55%	\$18.61	N/A	N/A
5th 6 Months	60%	\$19.81	N/A	N/A
6th 6 Months	65%	\$21.46	N/A	N/A
7th 6 Months	70%	\$23.11	\$21.61	N/A
8th 6 Months	75%	\$24.76	\$23.62	N/A
9th 6 Months	80%	\$26.41	\$24.91	\$23.41
10th 6 Months	85%	\$28.06	\$26.56	\$25.06

* Includes Dues Checkoff which is 4% of Basic Taxable Rate.

** No pension contribution is required to be made during the first year of apprenticeship training.

*** 4th & 5th year apprentices may be classified for the purposes of 401(a) contributions as Class II (4th & 5th year) or Class III (5th year only) effective 1/1/2000. Defined contribution payments for 4th and 5th year apprentices shall be paid at appropriate overtime rates (at time and one-half or at double time) when overtime hours are worked.

73. Apprentices, when any are employed, shall be paid in accordance with the provisions of the Joint Apprenticeship Council of the State of California.

74. COLLECTION MATTERS — ORDER OF ALLOCATION. In the event collection procedures are instituted to recover wages and fringe benefit payments due pursuant to this Agreement and the sums collected are not sufficient to cover all delinquent obligations, sums collected shall be distributed in the following order of priority:

- A. Wages
- B. Voluntary Credit Union Deductions
- C. Dues Check Off
- D. Supplemental Pension
- E. Health & Welfare
- F. Northern Californian Pension
- G. National Training
- H. Joint Apprentice & Training
- I. Joint Labor-Management Co-operation
- J. Contract Administration
- K. Centralized Safety Training Data Bank

ARTICLE VIII
WORK DAY — WORK WEEK
MASTER AGREEMENT

75. WORK DAY. On a single shift operation, eight (8) hours shall constitute a day's work. The work day shall begin at 8:00 a.m. and end at 4:30 p.m. with one-half (½) hour unpaid lunch period. Any change in the starting time or quitting time shall be by mutual agreement

76. WORK WEEK. The work week shall consist of work weeks of five (5) eight (8) hour days Monday through Friday - 40 hour week. All time worked in excess of the regular work day, or of the regular work week and all time worked before the start or after the end of the regular work day and all work performed on Saturday, Sunday and holidays shall constitute overtime and shall be paid at the appropriate overtime rate.

77. OVERTIME. 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 (1½) times the straight time rate. All work performed on Sundays and Holidays and in excess of ten (10) hours a day shall be paid at two (2) times the straight time rate. When overtime is worked after the regular work shift, workmen shall be entitled to one-half (½) hour lunch period at overtime rate after two (2) hours overtime is worked, and one half-hour (½) lunch period at overtime rate for every four (4) hours thereafter.

78. INDUSTRIAL WORK DESCRIPTION. Industrial work shall be the fabrication and installation of industrial, process and specialty piping for industrial plants; manufacturing plants; bottling plants; marine facilities; power plants; sewage and water processing plants; missile and space programs including all other piping, related equipment and appurtenances of an industrial and manufacturing process nature, but shall not apply to work covered by Specialty Agreements. Piping and equipment for commercial and/or domestic plumbing, comfort heating, air conditioning and refrigeration is excluded from this coverage. This work shall include:

A. Oil refinery piping and other refining or manufacturing process piping and equipment.

B. All permanent and stationary marine piping facilities and equipment, excluding all work covered under any recognized U.A. Maritime Agreement.

C. All power plant piping, boilers, boiler piping and equipment.

D. Refrigeration piping and equipment installations other than work covered by the Northern California & Northern Nevada Refrigeration & Air Conditioning Agreement.

E. Heating, ventilating and air conditioning systems in connection with manufacturing, bottling, distilling, brewing and food process piping other than work covered by the Northern California & Northern Nevada Refrigeration & Air Conditioning Agreement.

F. Electric transformer piping and equipment.

G. Chemical piping work.

H. Plumbing and booster stations in connection with transportation and transmission pipeline.

I. Piping for filtration, reducing, boosting and treatment stations or plants in connection with water, waste and sewage.

J. Piping in connection with space vehicles, missiles, air craft, railroads, and transit systems.

K. Tanks.

L. All pneumatic and hydraulic systems.

M. Industrial process piping for smog and pollution control.

N. Equipment piping.

O. Miscellaneous piping.

P. Control systems for industrial process piping.

Q. Cooling towers

ARTICLE IX HOLIDAYS

79. **HOLIDAYS.** The recognized holidays in both Alameda and Contra Costa Counties shall be as follows:

New Year's Day	Labor Day
<i>President's Day</i>	Thanksgiving Day
Memorial or Decoration Day	Friday after Thanksgiving
Fourth of July	Christmas Day

80. If any of said holidays fall on Sunday, the Monday following shall be considered a legal holiday. When a holiday falls on Saturday, the Friday before shall be considered a holiday and when a holiday falls on Thursday, the following Friday shall also be considered a legal holiday.

ARTICLE X EMPLOYER PAYMENTS INTO TRUST FUNDS

81. Each Individual Employer signatory to, or otherwise bound by, this Agreement shall pay the following sums per hour into the Trust Funds named below for each hour of work assigned by the Employer to employees upon work covered by this Agreement:

A. To the Northern California Pipe Trades Pension Trust Fund – Effective July 1, 1998 ... \$

B. To the Plumbers and Pipefitters National Pension Fund – Effective July 1, 1998 ... \$0.50

C. To the Northern California Pipe Trades Supplemental Pension Trust Fund – Effective July 1, 1998:

	STRAIGHT TIME	TIME AND ONE HALF	DOUBLE TIME
Class I	\$0.00	\$0.00	\$0.00
Class II	\$1.00	\$1.50	\$2.00
Class III	\$2.50	\$3.75	\$5.00
Class IV	\$4.00	\$6.00	\$8.00
Class V	\$5.25	\$7.88	\$10.50
Class VI	\$6.60	\$9.90	\$13.20

D. To the Northern California Pipe Trades Health & Welfare Trust Fund – Effective July 1, 1998:

Active Employee Health & Welfare	\$3.70
Retiree Health & Welfare	\$1.80
U.A. 342 Jury Duty and Disability	\$0.15

- E. To the U.A. Local No. 342 Journeymen and Apprentice Training Fund – Effective July 1, 1998 ... \$0.75
- F. To the U.A. International Training Fund – Effective July 1, 1998 ... \$0.05
- G. To the U.A. Local No. 342 Dues Checkoff Fund – Effective July 8, 1998:
 Journeymen, Foremen, General Foremen, Sr. General Foremen, Apprentices:
 6% of Class II taxable wage rate expressed in dollars and cents per hour.
 Apprentices: 4% of taxable wage rate.
- H. To the Centralized Safety Data Bank – Effective July 1, 1998 ... \$0.01
- I. To the U.A. Local 342 Joint Labor-Management Cooperation Committee, Inc. – Effective July 1, 1998 ... \$0.05*
- J. To the Contract Administration Fund of the Association designed by the Individual Employer – Effective July 1, 1998 ... \$0.20*

*For Contractors not paying Contract Administration *and/or* Joint Labor/Management Cooperation contribution is \$0.25 per hour. *Apprentice training shall be paid an equivalent hourly amount in lieu of such contributions.*

82. The Funds shall be administered in accordance with the applicable Trust Agreements *and/or other documents* by and between the parties hereto creating said Funds (*hereinafter "Trust Funds" which shall include any other form of business organization such as a non-profit corporation*). The Individual Employers agree to be bound by all of the terms and conditions of said Trust Agreements and any amendment or amendments thereto that have been or may hereafter be adopted by the parties hereto.

83. Each Individual Employer shall file a monthly report with each Fund on the form established by the Fund and such report shall be filed monthly regardless of whether the Individual Employer has employed any employees covered by the report. Each such report shall be signed by the owner, a partner, or an executive officer of the Individual Employer, as the case may be.

84. Payments to the Funds shall be made at the place designated from time to time by the Funds, in accordance with and in the manner provided for by the applicable Trust Agreements. Such payments shall be due and payable monthly on or before the fifteenth (15th) day, and will be deemed delinquent if not paid on or before the twentieth (20th) day of each calendar month for all work performed in the preceding month. Any report deposited in the mail must be postmarked not later than the twentieth (20th) of the month or it shall be deemed delinquent.

85. It is agreed that insofar as payments by the Individual Employer are concerned, the parties recognize and acknowledge that the regular and prompt payment of amounts due each Fund by Individual Employers is essential and, based upon prior experience of the parties hereto and in light of the substantial but varied expense incurred in the administration of said Funds and the Plan due to delinquencies, the parties agree that it is extremely difficult, if not impracticable to fix the actual expense and damage to each Fund and the Plan, program and employee which results from the failure of an Individual Employer to make the payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such Fund and the Plan and that the amount of the liquidated damages be as provided in the appropriate Trust Agreement or Plan.

86. If any Individual Employer defaults in the making of such payments and if either the Union or the Funds or the Plan consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of the Individual Employer who is in default all reasonable expenses incurred by the Union, the Funds, and the Plan, in the collection of same, including but not limited to, reasonable attorneys' fees, auditors' and accountants' fees, court costs and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

87. The parties recognize and agree (a) that the references to wages and fringe benefits in Sections 7071.5 through 7071.11 of the California Business and Professions Code include payments for fringe benefits *and dues check off* as described in this Agreement and Trust Agreements creating each Fund; (b) that said payments are for the benefit of the employees of each Individual Employer covered by this Agreement, and that the failure of an Individual Employer to make said payments, in the manner and at the time prescribed, causes damage to all employees, including the employees of the Individual Employer in default, in the amount of the unpaid fringe benefits and *dues* as

well as the liquidated damages established herein, interest, and any attorney's and accountants' fees which the Union, the Funds, or the Plan, or any of them, may incur with respect to said default; (c) that the Union, the Funds, or the Plan, or any of them, may bring a claim or legal action against the Individual Employer's license bond on behalf of an employee or employees covered by this Agreement.

88. Whenever the Union in its judgment deems it necessary to protect payments to the Funds and the Plan or to protect the payment of wages to employees working under this Agreement, may require any Individual Employer to supply the Union, not less often than weekly, with a written record of the names of all employees and their hours (specifying straight time and over-time) worked upon all or any particular job or jobs. The Union shall have the right to withdraw and withhold the employees of any Individual Employer who fails to furnish such information promptly.

89. BONDING. The following Employers, as described in subsections "A" and "B," shall be required to post a bond as provided for herein, in addition to any bond required by applicable law.

A. NEW EMPLOYER. The term "new Employer" for purposes of this Paragraph shall mean an Individual Employer who has not performed work covered by this Agreement, within a period of twelve months preceding the job he is about to perform.

B. DELINQUENT EMPLOYER. The term "Delinquent Employer" for purposes of this Paragraph shall mean and Individual Employer who, at any time during the term of this Agreement or within the three-year period preceding the term of this Agreement has failed to pay employees or Trust Funds promptly and in accordance with this Agreement and the applicable Trust Agreement. The term "Delinquent Employer" shall also include any Individual Employer who at any time in the past has been cleared of any indebtedness to employees or the Trust Funds through an adjudication in bankruptcy.

C. For purpose of this Paragraph, the term "Individual Employer" shall include any former sole proprietor Individual employer, a member of a partnership or associate Individual Employer, or an officer, director, or stockholder of a corporate Individual Employer who or which has been delinquent as defined herein, or a superintendent, responsible managing officer or employee or other authorized representative of a former such Individual Employer who hereafter entered into any phase of the contracting business covered by this Agreement, either as a sole proprietor, partner, or owner of an

interest in a contracting firm or corporation.

D. An Individual Employer required to post a bond under this Paragraph shall maintain the bond in effect for the period covered by this Agreement.

E. The amount of the bond shall be based on the maximum number of employees employed by the Individual Employer on work within the territory covered by this Agreement as follows:

1 to 5 employees	\$ 6,000
5 to 10 employees	\$10,000
11 to 20 employees	\$25,000
21 to 30 employees	\$30,000
31 to 40 employees	\$35,000
over 41 employees	\$40,000

F. Said bond shall be posted with the Union and/or Trust Funds, and the bond shall guarantee prompt payment of all wages and other payments to employees as provided for in this Agreement and the prompt payment of all fringe benefits, liquidated damages, interest and attorneys' fees as provided for in this Agreement and in the applicable Trust Documents.

G. If the bond is a surety bond, the bonding company and the form of the bond shall be subject to approval by the Union and the Trustees of the Health & Welfare Fund.

H. In lieu of a surety bond, the Individual Employer shall provide a cash bond in the appropriate amount and in a form acceptable to the Union and the Trustees of the Health and Welfare Fund. The cash bond shall be held in escrow by the Contract Manager of the Northern California Pipe Trades Trust Funds and shall accrue interest. If the Employer cannot post the full amount of the cash bond in one lump sum, the Employer may post ten percent (10%) of the required amount of the cash bond as a down payment and pay the balance with its monthly reports at the rate of fifty cents (\$0.50) per hour for every hour worked by its covered employees until the full amount of the cash bond is reached. No interest shall be posted to the Employer's cash bond account until the full amount of the cash bond is paid. In the event the Employer disputes a claim made against the cash bond, the claim will be paid upon decision of the Joint Conference Board, in the case of money due employees, or upon the decision of the Trustees of the appropriate Trust Fund or Funds in the event of a claimed Trust Fund delinquency. The Employer shall

be entitled to a refund of any amount remaining in its cash bond account upon a determination that it has legally terminated its collective bargaining agreement with the Union or actually ceased doing business in Northern California, after any obligations due and owing the employees, Union or the Trust Funds have been deducted from the Employer's cash bond account.

I. If any Employer who is required to post a bond under this Paragraph fails to do so prior to the commencement of work (in the case of a "New Employer") or within five (5) days of written demand by the Union (in case of a "Delinquent Employer"), it shall not be violation of this Agreement for the Union to withdraw and withhold employees of that Individual Employer until the bond is posted and the Individual Employer shall be liable to any employees withdrawn for that reason for the wages and fringe benefits lost, up to a maximum of sixteen (16) working hours.

90. CHANGE OF CONTRACTORS. Whenever an Individual Employer has taken over a job that has been only partially completed by another Contractor, he shall notify the Union in writing as soon as he becomes aware of that situation. If the first Contractor owes money on that job to employees or the Trust Funds, and the Individual Employer and the Union are unable to reach agreement upon a method for payment of amounts due, it shall not be a violation of this Agreement for the Union to withhold employees from working on said job, or to withdraw employees who are already working thereon, until all such moneys have been paid.

91. REMOVAL OF EMPLOYEES. The Union may withdraw and withhold the employees of an Individual Employer who defaults in payments of wages or in payments as provided in this Article and the applicable Trust Agreements.

92. When employees are removed from an Individual Employer's shop or job because of delinquency in payment of fringe benefits or wages, the Employer shall pay to all such removed employees sixteen (16) hours including 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 men notified to return to work prior to said sixteen (16) hours, then and only then shall the Individual Employer be liable only for those hours the employees were 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 after receipt of such notice by the Union, they shall receive pay for only two (2) hours after receipt of such notice by the Union.

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

94. The Trust Funds shall be responsible for sending notices to the Union, shall assume liability for any error in notification that results in employees being removed from the job when the Individual Employer was not delinquent, and shall be responsible for immediate notification to the Union when a delinquency is corrected.

ARTICLE XI

DUES CHECKOFF [see comment in memo]

95. Effective July 1, 1998 each individual employer shall deduct from the regular wages of its employees and pay into a Dues Checkoff Account designated by the Union, the sums set forth in paragraphs 66 & 71 by each of its senior general foremen, general foremen, foremen, and journeymen and 4% for apprentices. Employee taxes shall be computed upon the employee's total wages (including dues checkoff payments) and deducted from the employee's regular paycheck. The amounts deducted from wages for dues checkoff shall be accompanied by a report form to be furnished by the Union as set forth in ARTICLE X.

96. Such payments shall be due and payable on or before the 15th day of each calendar month for all work performed in the preceding month, and shall be considered delinquent if not received by *the Trust office* prior to midnight of the 20th day. It is recognized that time is of the essence and the following shall be applicable to delinquent payments:

A. It being impractical to determine the actual expense and damage to the parties hereto which results from delinquent payments in each case, the Individual Employer shall be liable by way of liquidated damages, and not as an assessment or penalty, in the amount of ten percent (10%) of the amount due, but not less than \$100.00 nor more than \$500.00, for each failure to pay in full within the time limits provided. Liquidated damages shall become due and payable to the Dues Checkoff Account upon the day immediately following the date upon which the Employer becomes delinquent, and together with

the Dues Checkoff contribution shall bear interest at the rate of twelve percent (12%) per annum until paid.

B. In addition to liquidated damages, the Individual Employer shall be liable for all reasonable expenses incurred by the Union of amounts due, including but not limited to, in case suit be brought, reasonable attorney fees and court costs, including cost of attachment bond and expenses of accountant's.

C. Upon written demand from the Union, and Individual Employer who is or has been delinquent in one (1) or more payments shall within ten (10) days post a bond, or deposit cash in a banking institution, to secure the payment of all future contributions to the Dues Checkoff Account. The amount of such bond or cash deposit shall be equal to the average monthly contribution of such Employer made or owed to the Dues Checkoff Fund during the preceding six (6) month period, but in no event less than two thousand dollars (\$2,000). The time limits on posting of such bond, the procedures for appeal, and the right of the Union to withhold employees for failure to post the bond, shall be the same as set forth in **ARTICLE XI** of this Agreement.

D. It shall not be a violation of this Agreement for the Union to refuse to man any job or to withdraw employees from the job or jobs of a delinquent Employer, or otherwise take concerted action against such Employer.

97. Neither any Employer Association nor any Individual Employer shall be liable for the payments due from any other Individual Employer under this **ARTICLE XI**.

98. *Voluntary dues deduction authorizations executed by each employee shall be filed with the Trust Fund office as the agent for the individual Employer. Copies of authorizations may be obtained by any individual Employer, upon request, for the Trust Fund office.*

99. The Dues Checkoff Account shall not be considered part of any other Trust Fund provided for in this Agreement, or subject to the jurisdiction of any Board of Trustees. It shall be administered by the financial institution pursuant to agreement with the Union, in compliance with all applicable laws.

100. The Union shall pay all administrative expenses incurred in the operation of the Dues Checkoff Account other than those incurred within the Individual Employer's office.

101. CREDIT UNION. *A member of the United Association Credit Union, who voluntarily signs a payroll deduction form, will have a designated amount deducted from his paycheck and sent for deposit to the Trust fund Office, along with the Employer's monthly transmittal of fringe contributions and dues check-off amounts. Designation of the amount to be deducted may be made once annually at the same time and in the same manner as described in Article I Section 10.*

102. (omitted)

ARTICLE XII WORKING CONDITIONS

103. EMPLOYER WORKING WITH TOOLS. No employee shall work for any Individual Employer who handles tools, except:

A. On jobbing or repair work an Individual Employer has the right to work with or without journeymen for a time period not to exceed four (4) hours on any one job. Total work on job on which Employer works must not require more than four (4) hours to complete.

B. On new construction work, on any job which does not involve more than twelve (12) plumbing fixtures. On such new construction work the Employer must employ a journeyman dispatched under this Agreement. Two (2) or more Employers may not work together on new construction without employing an equal number of journeymen.

104. No Individual Employer covered hereby will be permitted to handle tools unless he is a stockholder of the firm and properly listed as such, or a bona fide partner in the firm, with such partnership duly filed and then, and then only on work as provided in **PARAGRAPH 103**. No firm shall be allowed more than one working member and the name of such member must be filed with the Local Union having jurisdiction over the area in which the firm's principal place of business is located.

105. EMPLOYER AND EMPLOYEE VEHICLES.

A. All Employer's trucks are to be identified by a sign on each side of the truck, legible at one hundred feet (100'), displaying the name of the firm.

B. Employer vehicles transporting employees shall be driven by a competent driver. No employee shall accept transportation in an Individual Employer's vehicle unless it is satisfactorily enclosed against the elements of the weather. Vehicles shall be provided with seats or benches. Employees are forbidden to ride in the bed of trucks that contain gasoline, solvents, pipe fittings, equipment or materials.

C. No employee shall furnish an automobile or any conveyance for any purpose other than to convey himself/herself to and from work.

D. No Individual Employer shall lease, rent, borrow or use tools, equipment or means of conveyance belonging to any employee.

[old 106 deleted]

106. The Individual Employer agrees to use his best efforts to the end that an employee works a regular work week, subject to necessary layoffs or dismissals for cause. The Individual Employer agrees not to close down his shop or job for any portion of the regular work week, except for reasons, of inclement weather, or unavailability of work or materials.

107. SUBSISTENCE. *On jobs forty (40) highway miles from the Union Hall in Concord, California, and outside Alameda and Contra Costa Counties, the Employee shall receive a per diem of \$60.00 or actual expenses, which ever is greater for each work day on any job requiring the employee to stay overnight. In addition thereto at the start and finish of the job the employee shall be paid travel time in amount equal to the straight time rate not to exceed eight (8) hours in any work day and transportation at the then current applicable mileage rate as set from time to time by the Internal Revenue Service if not using company furnished equipment.*

108. The Individual Employer's vehicle transporting workers of the Local shall be driven by a competent driver. No employee shall accept transportation in an Individual Employer's vehicle unless it is satisfactorily enclosed against the elements of the weather. 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.

109. FOREMAN RATIO. The selection and number of foremen is the responsibility of the Individual Employer subject only to the following qualifications:

A. On any job where there are more than three (3) and not more than twelve (12) journeymen, one (1) journeyman shall be selected by the Individual Employer to act as foreman and shall receive foreman's rate.

B. When more than twelve (12) journeymen are employed on any job, foremen shall be selected by the Individual Employer in the ratio of one (1) foreman for each twelve (12) journeymen.

C. No Foreman shall supervise more than twelve (12) Journeyman.

D. Foremen shall be entitled to perform any of the duties normally assigned to a journeyman when there are not over eight (8) journeymen and/or apprentices under the foreman's supervision.

E. There shall be a foreman on all overtime work or on a second or third shift.

F. There is no requirement for separate foremen by classification.

110. GENERAL FOREMAN RATIO. When there are two (2) or more foremen, there shall be a general foreman. General foremen may give orders directly to workmen in case of emergency.

111. SENIOR GENERAL FOREMEN RATIO. Senior general foremen may give orders directly to the workmen in case of emergency. When there are two (2) or more general foremen on a jobsite, one shall be designated as senior general foreman.

112. APPRENTICE RATIO:

A. Where there is one (1) or more journeyman employed, the Individual Employer may employ an apprentice. Where there are four (4) or more journeymen employed, the Individual Employer must employ one (1) apprentice.

B. After the first required hire of an apprentice, the Individual Employer may hire an additional apprentice for every three (3) journeymen and he must hire at least one (1) apprentice for every additional eight (8) journeymen, if available.

C. An apprentice shall be under the direct supervision of a journeyman at all times.

D. Apprentices who have completed three (3) years of training, may, in their fourth (4th) year of training work on jobbing and repair work, with or without a journeyman, at the prevailing apprentice rate of pay under the supervision of the Steamfitter Joint Apprenticeship Committee.

113. TIME OF STARTING WORK. Employees shall not be at the Employer's shop, yard, or his place of work ready for work prior to five (5) minutes before the commencement of the work day except in an emergency. No employees shall leave the Employer's shop, yard, or his place of work prior to the end of the work day.

114. Where, because the work area is located inside an industrial plant, the employee is required to walk to the work area and the time required to walk to the work area creates a hardship on the employee, the Employer's representative and the Union's representative shall meet to establish a reasonable time to be allowed to walk one way on the Individual Employer's time. If the Union's representative and the Employer's representative 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.

115. SHIFT WORK.

A. Shifts may be established by the Individual Employer, providing they are worked for five (5) or more consecutive work days in a 40 hour week.

B. The regular starting time of the first or day shift shall be 8:00 a.m.

C. If two (2) or three (3) shifts are worked, the second or third shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid an overtime rates, including the shift premium rate.

D. If three (3) shifts are worked, the Employer and the Union shall establish mutually acceptable hours for shift work, considering among other things the schedule of shift work of the related crafts in the Local Building Trades area in which the job is located. Wherever the Local Union Collective Bargaining Agreement provides for less than an eight (8) hour workday, shifts shall be established in conformity therewith.

E. The regular starting time designated above may be changed by mutual agreement of the Union and the Individual Employer.

F. It is agreed that either the swing or graveyard shift may be utilized as the starting shift.

116. SHOW UP PAY. Any worker, 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 he has been notified not to report. 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 day, shall receive not less than a full day's pay. 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 a employee leaves work on his/her own accord.

117. INCLEMENT 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, 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 Paragraph, the employee must remain on the job available for work during the period of time for which employee receives pay, unless released sooner by the Employer's principal supervisor.

A. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours.

B. The Employer shall have sole responsibility to determine availability of work due to weather conditions.

C. When the conditions set forth in this **PARAGRAPH 118** occur on an overtime day, or on shift work, the premium rate shall be paid.

118. SAFETY. All parties shall comply with all Federal and State Laws, City and County Ordinances pertaining to the Plumbing, Heating and Pipe Fitting Industry, including all Federal and State safety and health measures and laws. There shall be no disciplinary action by the Employer against any employee who observes this Paragraph.

119. If a journeyman is of the opinion that scaffolding, ladders and ventilating equipment is inadequate, the employee shall report same to his/her foreman and steward and employee will not be disciplined for so doing.

120. *Notwithstanding, any concurrent responsibility of any other person or Employer to do so, it shall be the primary responsibility of the individual Employer to assure that on all jobs there shall be provided to employees covered by this Agreement:*

A. Temporary wash and toilet facilities sufficient to maintain proper sanitary conditions (chemical toilets shall be used only when other facilities are not available).

B. Sufficient clean, cold drinking water so that there are no significant periods when the jobsite is without water, and

C. *Emergency telephones with identification signs posted.*

121. Sufficient *clean* heated change rooms for the duration of the project shall be provided.

122. PAY DAY — PAY ON DISCHARGE. Pay day shall be once each week with not more than three (3) days' pay being withheld, except that if because of the size of the job and payroll more time is needed, the time will be extended to not more than five (5) days upon request to the Union involved. Employees are to be paid during the regular shift, whether working in the shop, Individual Employer's yard, or in the field. 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.

123. PROTECTIVE CLOTHING. Employees required to work in any area where they are exposed to rain, acids and caustics, or any other hazardous conditions, shall be provided protective clothing including rubber boots and equipment by the Individual Employer.

A. Upon submitting proof of damages, workmen will be reimbursed for all loss of personal clothing that may become damaged or destroyed.

B. Employers shall furnish welding gloves, when requested to do so by the welder, and any fitter or apprentice working with a welder must also be furnished leather gloves.

124. ELECTION DAYS. Employees shall be allowed time off to vote in accordance with the Election Code of the State of California.

125. A Local on strike or lockout shall have power to reject all travel or transfer cards.

126. NO LIMIT ON PRODUCTION. There shall be no limitation or restriction on the use of machinery, tools or other labor-saving devices supplied by the Individual Employer provided such equipment is operated in accordance with the jurisdictional awards of the Building and Construction Trades Department of the AFL-CIO, and approved by the Industrial Accident Commission of the State of California, and approved by the Underwriters Laboratory.

127. WELDING TESTS. Whenever any test is required of any worker by an Individual Employer, 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 expressly agreed to by the Individual Employer. Before any worker commences the test, the worker shall be placed on the payroll of the Individual Employer. Any worker failing to pass the test shall be paid for the time required to complete the test, wages to be paid in accordance with this Agreement and at no time be less than eight (8) hours. If any welder is retested within a sixty (60) day period from the time that worker failed the test, then all welders that have previously failed will be eligible for retesting.

A. It shall be the obligation of the Employer, or the Employer's designated testing laboratory, to properly label and identify the individual welder's test coupons and to see that these coupons are available for a period of not less than thirty (30) days, where possible, in the case of a question arising as to whether or not a worker properly passed said welding test. It, however, is to be understood that the only tests recognized as proper are those that have a written procedure for testing a workers ability. The Union shall receive within thirty (30) days written verification of the welding qualifications based on workers test results.

B. Welding test procedures will be posted on the jobsite where the test will be given and a copy of said required test will be furnished to the Local Union at the pre-job conference.

128. EMPLOYEE CONTRACTING OR SUB-CONTRACTING PROHIBITED. No worker will be permitted to sub-contract or lump the installation of any plumbing, heating or pipe work or any other work under the jurisdiction of the Local Union, or to work in any shop where sub-contracting is practiced by journeymen. No worker shall be allowed to

work for themselves or make a practice of doing work after hours or on Saturday, Sunday or holidays.

129. JOB ACCESS BY UNION. The Business Representative of the Union shall have access to the jobsite within a reasonable length of waiting time during working hours for the purpose of checking the workmen and the manner in which the work and the terms of this Agreement are being complied with. If any conditions requiring adjustment are observed, the Business Representative shall report them to the Individual Employer or its authorized representatives.

130. TOOLS. No tools shall be furnished by any employee except, that employees may furnish their own hoods and goggles, if they so desire. No employee shall deposit any money to guarantee the safety of any tools or materials, nor shall any money be deducted from their pay for the same. The Individual Employer shall furnish employees with clear glass for their hoods and goggles and shall furnish helmets to the apprentices for their protection.

131. All employees shall accept the responsibility for the proper care of all tools and/or equipment furnished by the Individual Employer. Any employee who abuses the provisions of this Paragraph shall be subject to investigation of the Joint Conference Board and any disciplinary action it levies.

132. No employee covered by the terms of this Agreement shall lease, rent, or furnish an automobile or any conveyance or any equipment for any purpose other than to convey himself to and from work.

133. FAVORED NATION PROVISION. No Individual Employer signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Individual Employer employing workmen performing similar work in the area covered by this Agreement with the following exceptions:

A. On maintenance work the Individual Employer shall not request the lower wage rate recognized by the Union and other Contractors for specialized maintenance work.

B. The Favored Nation's provision shall not apply to the work performed under any Special Project Agreement or to fringe benefit contribution rates during the first 24 months under any first contract entered into by the Union and any newly organized Individual Contractor. New workers dispatched to the Contractor will be dispatched at the rates provided in this Agreement.

The 24 month waiver does not apply to work under Special Project Agreements (i.e., all fringe benefits must be paid in accordance with the provisions of Special Project Agreements). The Union will notify the Contractor Associations when it enters into an agreement under this Paragraph, giving the name of the newly organized Contractor and the special fringe benefit rates agreed to.

134. SPECIAL PROJECT AGREEMENTS. When a project to be constructed in the jurisdiction of Local 342 presents a unique problem of manning hours worked, or effective competition, the Individual Employer may, through his 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 agreed to by the Joint Conference Board.

135. SHOP STEWARDS. A steward shall be a journeyman appointed by the Local Union who shall, in addition to his/her work as a journeyman, shall be permitted to perform during working hours such of his Union duties as cannot be performed at other times (it being understood and agreed that the steward's duties shall include any matters relating to referral, hiring and termination). The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties.

A. If employees are required to work overtime, the shop steward, or a journeyman appointed by the shop steward, assigned by the Contractor to such overtime work, shall perform the duties of shop steward.

B. The shop steward shall remain on the job until its completion unless removed by the Executive Board of the Union; however, a shop steward may be terminated for just cause.

136. DISCHARGE & LAYOFF — NOTICE OF REASON FOR.

A. When an employee is discharged or laid off, the employee will be given written notice, dated and signed by his/her foreman and proper Company representative, giving reason for such discharge or layoff. A carbon copy of same to be furnished to the shop steward. Termination slips to be supplied by Local Union.

B. An Individual Employer who discharges an employee for just cause must notify the Union in writing within five (5) working days of such dis-

charge of the reason or reasons therefore, failing which it shall be conclusively presumed that the discharge was not for just cause.

137. DRUG AND ALCOHOL PROGRAM.

It is the policy of both the signatory Employers and the Union to eliminate, insofar as it is possible, the safety and health hazards associated with drug and alcohol use as it relates to the performance of work covered by this agreement. To that end pre-hire drug and alcohol testing is permitted and the following after hire program is established:

A. An employee whose work performance and/or behavior indicates that he/she is under the influence of alcohol or drugs may be required by the Employer to submit to drug and/or alcohol testing at the employer's expense to determine his/her fitness to remain on the job.

B. Reasonable grounds to believe that an employee is under the influence of alcohol or drugs includes abnormal coordination, appearance, behavior, speech or odor.

C. Employees required to take a test shall be taken by a Company employee to the nearest qualified hospital or nearest qualified testing facility where such test shall be taken.

D. If the test confirms the belief that the employee's work performance is impaired by the use of alcohol or drugs, the Employer may discipline such employee up to and including discharge.

E. In the event the employee is discharged for drug or alcohol impairment, the Employer shall notify the Union in writing recommending that such employee be counseled to seek rehabilitative assistance.

F. If the employee's test results indicate that he/she was not impaired by drug or alcohol use, the employee shall be returned to the job and paid for any lost time.

G. Refusal to submit to a test upon the reasonable request of the Employer shall subject such employee to immediate termination.

H. Impairment resulting from drugs prescribed by a licensed California physician as part of the course of treatment shall not be cause for discharge pursuant to this policy.

I. Any employee who successfully completes an alcohol or drug rehabilitation program recognized by the Northern California Pipe Trades Health and Welfare Trust Fund shall not be discriminated against and shall be eligible for rehire.

J. As this policy implements a pilot program, either the Union or the employer may upon thirty (30) days written notice request that this section be reopened for further modification as experience warrants.

K. If a different Drug and Alcohol policy is agreed to by the Union it will be adhered to at the job sites where it is applicable.

138. PRE-JOB CONFERENCE. On industrial work there must be a pre-job conference.

139. RIGGING WORK. On rigging work performed under the jurisdiction of this Agreement, where a mobile truck crane is assigned to employees under this Agreement and is in excess of ten (10) tons rated lifting capacity, the rigging crew will consist of a minimum of three (3) United Association workmen, one (1) of whom is to be appointed a working foreman.

140. PARKING FEES. Parking fees will be paid by the Employer, provided there is no free parking available within two-tenths (2/10) of a mile of the jobsite, on submission of receipt if requested.

141. ON-THE-JOB INJURIES. When an employee is injured on a job, serious enough to require medical treatment, the injured employee shall be paid for the entire work day for the date injury occurred if the attending doctor determines the employee is not able to return to work. The employee shall be accompanied to the hospital or physician's office by the steward, if available, or another employee, or by a representative of the Employer. The employee accompanying the injured member shall be compensated for the time lost.

142. It is to be the equal responsibility of the Local Union #342 supervision as well as the Individual Employer to police tool theft, alcohol abuse, drug abuse, early quits, etc.

ARTICLE XIII WARRANTY

143. Each of the parties hereto warrants and agrees that it will not, by the adoption or amendment of any provision of its Articles of Incorporation, ownership, or change in geographical 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 of conditions 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 Individual Signing this Agreement in their official capacities and the signatories hereto guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent, and the Local Unions on whose behalf the said parties are signing the said Agreement.

144. 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, representations, promise, inducement or agreements not set forth herein; that any provisions in the working rules of the Local Unions, with reference to the relations between the Individual Employer and his employees, in conflict with the terms of this Agreement, shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Local Unions shall have no application to the work hereunder.

ARTICLE XIV GENERAL SAVING CLAUSE

145. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

146. If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or

the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XV AFFIRMATIVE ACTION COMMITTEE

147. Within sixty (60) days after the execution of this Agreement, the Northern California Mechanical Contractors Association, shall appoint three (3) representatives and the Industrial Contractors UMIC Inc. shall appoint one (1) representative and the Union shall appoint four (4) Union Representatives as members of the Affirmative Action Committee for the Plumbing and Pipe Fitting Industry of Alameda and Contra Costa Counties. The members of the Committee may, but need not, be members of the Joint Conference Board.

A. The Committee shall meet, select their officers and establish an Affirmative Action Program to assure members of minority groups of equal opportunity for employment in the Pipe Fitting Industry of Alameda County and Contra Costa County.

B. 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.

C. The Committee will establish communications 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.

D. 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 XVI EFFECTIVE AND TERMINATION DATE

148. This Agreement shall be in full force and effect from *July 1, 1998 through June 30, 2003*, unless either party shall, not less than sixty (60) days,

or more than ninety (90) days, prior to midnight *June 30, 2003*, or June 30th of any subsequent year, give notice to the other party of its desire to amend or terminate the Agreement, except as otherwise mutually agreed to by the parties signatory to this Agreement.

149. When Agreement upon the proposed modifications has been reached such Agreement shall be incorporated into this Agreement so that all of the terms and provisions of this Agreement as so modified shall be and continue in full force and effect.

APPENDIX A

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

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, man-holes, 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, cool-

ers, 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 underfed 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, driers, 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.

All work assignments will be made in accordance with **Article I, Paragraph 7.**

SIGNATURE PAGE

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

**LOCAL UNION NO. 342
OF THE UNITED ASSOCIATION OF
JOURNEMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA AFL—CIO**

/s/ Larry Blevins

Larry Blevins, Business Manager

**NORTHERN CALIFORNIA
MECHANICAL CONTRACTORS ASSOCIATION**

/s/ Scott Strawbridge

Scott Strawbridge, Executive Vice President

INDUSTRIAL CONTRACTORS UMIC INC.

/s/ Steven P Lyons

Steven P Lyons, Chairman

NOTES

U. A. LOCAL 342

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**NORTHERN CALIFORNIA MECHANICAL
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INDUSTRIAL CONTRACTORS UMIC INC.

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San Rafael, CA 94901
(415) 454-6060
Fax (415) 454-6185

NO. CALIFORNIA PIPE TRADES TRUST FUND

ATPA Administrators
1640 South Loop Road
Alameda, CA 94502
(510) 337-3050
Fax (510) 337-3080