

K#: 9115



# **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  
and  
Industrial Contractors UMIC, Inc.**

**EFFECTIVE JULY 1, 2006**

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**MASTER LABOR AGREEMENT**  
**PLUMBERS AND STEAMFITTERS LOCAL 342**  
**July 1, 2006 through June 30, 2009**

This Agreement made and entered into this first day of July, 2006 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 industrial fitting work and Alameda County for plumbing, fitting and industrial 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.
  - A. **MERGERS** — 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 Section 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 seven (7) classifications 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 at least 7th period Apprentice status and employees who have performed at least one (1) year at the trade at the Journeymen level or above pursuant to a UA Local 342 Collective Bargaining Agreement.
  - D. Class IV** employees shall consist of employees who have at least 9th period Apprentice status and employees who have performed at least two (2) years at the trade at the Journeyman level or above pursuant to a UA 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 UA Local 342 Collective Bargaining Agreement for at 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 UA 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 UA 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 UA 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 UA Local 342 Collective Bargaining Agreement for at least twelve (12) months.
- G. Class VII** employees shall consist of employees who have performed at least five (5) years at the trade at the Journeyman level or above pursuant to a UA Local 342 Collective Bargaining Agreement and/or who have been, during the five (5) years immediately preceding application for Class VII status, employed as a Foreman and/or General Foreman pursuant to a UA Local 342 Collective Bargaining Agreement for at least twenty-four (24) months.
- 9. CLASSIFICATION CHANGE** — 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 **Section 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 **Section 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 UA Building Trades Journeyman status evidenced by passage of the Journeyman examination administered by the UA 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 UA Local 342 pursuant to a recognized UA 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 UA Local 342 JAC.
  3. **GRANDFATHER PROVISION** — Notwithstanding the foregoing, any person who has achieved ‘A’ List status as of June 30, 2006 shall automatically qualify for the ‘A’ List as of July 1, 2006.
  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 AM and 10:00 AM.

**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, Yolo, San Joaquin and Stanislaus counties.
- 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 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 **Section 15-A** above.

**17. ORDER OF DISPATCH** — The Employment Office of the Union shall first dispatch employees, by qualification and/or specialty, who are 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 **Sections 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 Lists 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 **Sections 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 Journeyman on the List until the 50%-50% ratio is achieved. The same 50%-50% basis shall be applied to the hiring of Apprentices. Name Hires 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** — Contractors shall be allowed freedom of movement to transfer all Local 342 members within the Local 342 jurisdiction. UA members on travel card may not be transferred without the permission of the Local 342 business office. The transferring of Local 342 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 rule described in **Section 19-A**.
- 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 'A' List employee shall be laid off or otherwise terminated from employment until all employees from the 'B' List and 'C', 'D' and 'E' Priority Groups 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 or '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 **Section 25** (Special 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 **Section 23**. If there is an appeal by an Employer under this **Section 23**, 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 **Sections 23-A** and **23-B**.
24. Foremen, General Foremen and Senior General 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 **Section 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 skills 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 **Section 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 un-named 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 section of this **Article II**, 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 fourteen (14) calendar days (whichever is longer). A discharge for cause or voluntary quit shall require the employee to reregister. This provision shall not apply to individuals dispatched from the 'C', 'D' and 'E' Priority Groups.
- 28. REMOVAL OF NAME 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 a Union Foreman, a copy of which will be sent to the Union Hall
  - 2.** Verifiable theft of Employer tools or material 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 and passing, at his/her own expense, 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 UA Local 342 Joint Apprentice and Training Program.
- E. All persons dispatched from the 'C', 'D' or 'E' Priority Groups are subject to **Sections 28-B** and **28-C** above, and shall be ineligible for dispatch in accordance therewith.

## **29. OUT OF AREA EMPLOYERS — MOVEMENT OF MEN**

- A. 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.
- B. 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 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 UA Agreement applicable to the geographical area in which such Individual Employer's permanent yard or shop is located. Such one (1) employee must be from that Contractor's regular work force (five hundred (500) hours within the last 12 months). Upon request by the Union, the Contractor or the employee's home local shall provide corroborating evidence of the length of employment with that Contractor.
- C. Regardless of the number of jobs or contracts applicable at that site, the Individual Employer shall be limited to the transfer of only one (1) such employee as described in **Section 29-B**.
- D. However, if the Individual Employer's permanent yard or shop is located within the geographical area covered by the jurisdiction of UA Locals 159, 343, 447 or 467 and if there are four (4) or more Local 342 employees on the jobsite or project (with at least one being an Apprentice) the Individual Employer shall be allowed to bring on each site one (1) additional employee as described in **Section 29-B**. This **Section 29-D** may only be applied if there is a Reciprocal Agreement with the previously listed Local Unions.
- E. Before the employee reports to the jobsite or project, the Individual Employer shall notify the office of Local Union 342 of the name of each such employee and the location of the job or project.

- F. Before reporting to the jobsite or project, each such employee shall report to the office of Local Union 342 in person, by telephone, by telegram or in writing and such office shall issue him a dispatch.
  - G. 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.
  - H. All of the provisions of this Agreement, except **Section 6 in Article I** regarding Union security and so much of this Article regarding employment procedures as has been heretofore excepted, and the provisions governing wages and fringes shall apply to and cover such employees.
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 **Section 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 **Sections 33 and 34** hereof.
  - B. Any dispute over the interpretation or application of **Section 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 those eligible for 'C' or 'D' Priority Group class pursuant to this provision and **Sections 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 **Section 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 UA 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 negotiating committees of the parties.
  - B. To hear and determine complaints and appeals properly presented to it in accordance with the provisions of **Sections 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 **Section 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, Sections 50 and 51** of this Agreement.
  - D. Failure or refusal of the Individual Employer to submit the jurisdiction of the Joint Conference Board and/or referral of an 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 this **Article III**, 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, Sections 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 proceeding hereunder based on any dispute, complaint or 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 VII, Section 69** and **Article X, Section 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 **Section 41**:

**Step 1.** The Job 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) hour's 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 an Arbitrator chosen by the Board. If the Board is unable to select an 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 an 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 except as provided herein.
50. The terms and conditions of this Agreement insofar 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, or language that is equally as binding is contained, 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 UA Local Union No. 342, the Northern

California Mechanical Contractors Association and the Industrial Contractors, UMIC 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 342 and further the work is performed by Local 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. WAGE AND FRINGE SCHEDULES**

- A. **APPENDIX B** —Effective July 1, 2006 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 B**. The wage and fringe schedules constituting **Appendix B** shall be modified as of each July 1 to account for wage increases contained in **Section 67** hereof and/or pursuant to Agreement between the Union and the Associations any other time; and/or as of the effective dates of any new or different Project Labor Agreements 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. 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 **Section 62-B**. (EXCEPTION: The provisions of this **Section 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 CHECK-OFF DEDUCTION** — The Union shall have the right, as necessary, to allocate a percentage of their Taxable Wage Rate to be classified as an hourly Dues Check-off. Amounts contained herein are subject to change. See the most recent Appendix B which is incorporated herein by reference for current Dues Check-off amounts.
- 67. **FUTURE WAGE AND/OR FRINGE BENEFIT ADJUSTMENTS**
  - A. Increases in the Journeyman package will be as follows:

July 1, 2006 .....	\$3.25 per hour .....	(\$64.41)
July 1, 2007 .....	\$3.25 per hour .....	(\$67.66)
July 1, 2008 .....	\$3.50 per hour .....	(\$71.16)
  - B. **ALLOY WELDING PREMIUM** — If a 342 dispatched employee is certified to perform an alloy welding procedure that is developed by a joint labor/management committee, then said employee will be paid 5% over scale for his classification. This 5% premium shall be paid for all hours of any shift during which shift the employee performs any alloy welding. The premium is not paid for tacking or for operating orbital welding equipment. The certification process shall be developed by the joint labor/management committee.
  - C. **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 UA 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, 2006, for Senior General Foremen, General Foremen, Foremen, Journeymen, and Apprentices shall be as follows:

**Health & Welfare**

Active Employee Health & Welfare	\$ 9.10 per hour
Retiree Health & Welfare	<u>\$ 4.05 per hour</u>
<b>Total Health &amp; Welfare Contributions</b>	\$13.15 per hour
Health Reimbursement Account	\$ 0.25 per hour

**Pension**

Northern California Pipe Trades Pension*	\$ 6.79 per hour
Supplemental Pension (Defined Contribution)*	\$ 1.75 per hour

**Apprentice Training** \$ 1.10 per hour

**International Training Fund** \$ 0.05 per hour

**Joint Labor-Management\*\*** \$ 0.05 per hour

**Contract Administration\*\*** \$ 0.25 per hour

**Centralized Safety Data Bank\*\*\*** \$ 0.01 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 an equivalent hourly amount in lieu of such contribution(s).

\*\*\* All assets of the Centralized Safety Data Bank shall be used for training of UA employees within UA Local 342.

- A. Effective July 1, 2006 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; provided, however, that aggregate contributions for any calendar year may not exceed the maximum limitation for defined contribution pension plans set forth in Internal Revenue Code Section 415(c)(1)(A) as adjusted pursuant to IRC §415(d).

	<u>Straight Time</u>	<u>Time And One Half</u>	<u>Double Time</u>
Class I . . . . .	\$ 0.00	\$ 0.00	\$ 0.00
Class II . . . . .	\$ 1.75	\$ 2.63	\$ 3.50
Class III . . . . .	\$ 3.25	\$ 4.88	\$ 6.50
Class IV . . . . .	\$ 4.75	\$ 7.13	\$ 9.50
Class V . . . . .	\$ 6.00	\$ 9.00	\$12.00
Class VI . . . . .	\$ 7.35	\$11.03	\$14.70
Class VII . . . . .	\$10.00	\$15.00	\$20.00

**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 **Section 69-A**.
- 71. DUES CHECK-OFF CONTRIBUTION ON OVERTIME** — The Union shall have the right, as necessary, to allocate a percentage of their Taxable Wage Rate to be classified as an hourly Dues Check-off. Dues Check-off deducted from overtime wages shall be calculated as a percentage of the overtime Taxable Wage Rate. Amounts contained herein are subject to change. See the most recent **Appendix B** which is incorporated herein by reference for current Dues Check-off amounts.
- 72. APPRENTICE WAGES** — Effective July 1, 2006 the wage rate schedule for Apprentices shall be:

Period	Percentage	Basic Taxable*		
		Class II	Class III	Class IV
1st 6 Months**	40% + \$0.50	\$16.90	N/A	N/A
2nd 6 Months**	45% + \$0.50	\$18.95	N/A	N/A
3rd 6 Months	50%	\$20.51	N/A	N/A
4th 6 Months	55%	\$22.56	N/A	N/A
5th 6 Months	60%	\$24.61	N/A	N/A
6th 6 Months	65%	\$26.66	N/A	N/A
7th 6 Months***	70%	\$28.71	\$27.21	N/A
8th 6 Months***	75%	\$30.76	\$29.26	N/A
9th 6 Months***	80%	\$32.81	\$31.31	\$29.81
10th 6 Months***	85%	\$34.86	\$33.36	\$31.86

\*Includes Dues Check-off which is a percentage of Class II taxable wage rate as specified in Appendix B.

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

\*\*\*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 Reimbursement Account**
  - F. Health & Welfare**
  - G. Pension**
  - H. National Training**
  - I. Joint Apprentice & Training**
  - J. Joint Labor-Management Co-operation**
  - K. Contract Administration**
  - L. Centralized Safety Training Data Bank**

## **ARTICLE VIII WORKDAY — WORKWEEK MASTER AGREEMENT**

### **75. WORKING HOURS AND REST PERIODS**

#### **A. WORKDAY**

- 1.** On a single shift operation, eight (8) hours shall constitute a day's work. The workday shall begin at 8:00 AM and end at 4:30 PM with a one-half (1/2) hour unpaid lunch period. Any change in the starting time or quitting time shall be by mutual agreement.
- 2.** In the event a project shall be worked on a 4/10 schedule (as prescribed in **Section 76-B**), the workday shall begin at 7:00 AM and end at 5:30 PM with a one-half (1/2) hour unpaid lunch period. Any change in the starting time or quitting time shall be by mutual agreement.

#### **B. REST PERIODS**

- 1.** Every Employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an Employer from staggering rest periods to avoid interruption in the flow of work and to main-

tain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at Employer-designated areas, which may include or be limited to the employees' immediate work area.

2. Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the Employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.
3. A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
4. If an Employer fails to provide an employee a rest period in accordance with the applicable provisions of this Section, the dispute will be brought before the Joint Appeals Committee for resolution as addressed in Sections 32, 33 and 34 of this Agreement.

## **76. WORKWEEK**

- A. The workweek shall consist of workweeks of five (5) eight (8) hour days Monday through Friday — 40 hour week. All time worked in excess of the regular workday, or of the regular workweek, and all time worked before the start or after the end of the regular workday and all work performed on Saturday, Sunday and holidays shall constitute overtime and shall be paid at the appropriate overtime rate.
- B. By mutual agreement between the Contractor and the UA Local 342 Business Manager, the workweek may consist of workweeks of four (4) ten (10) hour days Monday through Thursday — 40 hour week (heretofore to be known as a 4/10 workweek). All time worked in excess of the regular workday, or of the regular workweek, and all time worked before the start or after the end of the regular workday and all work performed on Friday, Saturday, Sunday and holidays shall constitute overtime and shall be paid at the appropriate overtime rate.

## **77. OVERTIME**

- A. When the workweek consists of five (5) eight (8) hour days, the first two (2) hours performed in excess of the eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one-half (1 1/2) times the straight time rate. 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 a one-half (1/2) hour lunch period at overtime rate after two (2) hours overtime is worked, and a one half-hour (1/2) lunch period at overtime rate for every four (4) hours thereafter.

- B. When the workweek consists of four (4) ten (10) hour days, the first two (2) hours performed in excess of the ten (10) hour workday, Monday through Thursday, and the first ten (10) hours on Friday and Saturday, shall be paid at one and one-half (1 1/2) times the straight time rate. All work performed after (a) the first twelve (12) hours on Monday through Thursday; (b) after the first ten (10) hours on Friday and Saturday; and (c) for all work performed on Sundays and Holidays 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 a one-half (1/2) hour lunch period at overtime rate after two (2) hours overtime is worked, and a one-half (1/2) hour 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 UA 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, aircraft, 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
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
	New Year's Eve

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. When a holiday falls on a Friday, the following Saturday shall be paid at the holiday rate. When a holiday falls on a Monday, the preceding Saturday shall be paid at the holiday rate.

## **ARTICLE X EMPLOYER PAYMENTS INTO TRUST FUNDS**

81. Each Individual Employer signatory to, or otherwise bound by, this Agreement shall pay the sums per hour into the Trust Funds for each hour's work assigned by the Employer to employees upon work covered by this Agreement in accordance

with the schedules as set forth in **Sections 69-72**, and as updated as of each July 1, or as otherwise may be agreed upon between the Union and the Associations, and set forth in the wage and fringes schedules attached hereto as **Appendix B**.

82. The Funds named in **Article VII** shall be administered in accordance with the applicable Trust Agreements and/or other documents adopted by and between the parties hereto and/or the UA 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 thereto.
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, or by the UA Joint Labor-Management Cooperation Committee, Inc. ("JLM") in the event that the fund or entity is signatory to the Joint Services Agreement (JSA) with the JLM. Absent contrary procedures in the JSA, such payments shall be due and payable monthly on or before the fifteenth (15th) day of each calendar month, and will be deemed delinquent if payment is not received on or before the twenty-second (22nd) day of each calendar month for all work performed in the preceding month.
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 or entity 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 or Program which results from the failure of an Individual Employer to make the payments in full within the time provided (ie. lost investment income). 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, Plan or Program and that the amount of the liquidated damages be as provided in the appropriate Trust Agreement, Plan or duly adopted document, such as the JSA.
86. If any Individual Employer defaults in the making of such payments and if either the Union or the Funds 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/or other entity, 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 Plan, or any of them, may incur with respect to said default; (c) that the Union, the Funds, or 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 or the Plan or to protect the payment of wages to employees working under this Agreement, it 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 overtime) 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 Sections 89-A and 89-B, shall be required to post a bond as provided for herein, in addition to any bond required by applicable law.
- A. **ALL EMPLOYERS** — Any Employer who is not either "New" or "Delinquent" as defined below who has over 30 employees dispatched by Local 342, shall provide the Trust with a \$100,000 Fringe Benefit Bond or irrevocable Letter of Credit.
- B. **NEW EMPLOYER** — The term "New Employer" for purposes of this Section 89 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.
- C. **DELINQUENT EMPLOYER** — The term "Delinquent Employer" for purposes of this Section 89 shall mean an 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 applicable Trust or other established document. 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 adjudication in bankruptcy.

- D.** For purposes of this **Section 89**, 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.
- E.** An Individual Employer required to post a bond under this **Section 89** shall maintain the bond in effect for the period covered by this Agreement.
- F.** 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 . . . . .	\$ 17,000
5 to 10 employees . . . . .	\$ 35,000
11 to 20 employees . . . . .	\$ 60,000
21 to 30 employees . . . . .	\$ 80,000
31 to 40 employees . . . . .	\$100,000
41 to 50 employees . . . . .	\$125,000
51 to 60 employees . . . . .	\$150,000
61 to 70 employees . . . . .	\$175,000
71 to 80 employees . . . . .	\$200,000
Over 80 employees . . . . .	\$250,000
- G.** 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 applicable Trust documents.
- H.** 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.
- I.** 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 or their agent 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.

- J. If any Employer who is required to post a bond under this **Section 89** 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 a 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 documents.
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 CHECK-OFF**

95. Effective July 1, 2006 each Individual Employer shall deduct from the regular wages of its employees and pay into a Dues Check-off Account designated by the Union the sums set forth in **Sections 66** and **71** by each of its Senior General Foremen; General Foremen; Foremen; Journeymen; and Apprentices (as set forth in **Appendix B**). Employee taxes shall be computed upon the employee's total wages (including Dues Check-off payments) and deducted from the employee's regular paycheck. The amounts deducted from wages for Dues Check-off 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 fifteenth (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 twenty-second (22nd) 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 one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00), for each failure to pay in full within the time limits provided. Liquidated damages shall become due and payable to the Dues Check-off Account upon the day immediately following the date upon which the Employer becomes delinquent, and together with the Dues Check-

off 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 accountants.
- C. Upon written demand from the Union, an 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 Check-off 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 Check-off Account 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 this **Article XI**.
- 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, upon an Employer's request to the Trust Fund Office, be obtained by any Individual Employer.
- 99. The Dues Check-off 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 Check-off 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**, and shall be in flat dollar per hour amounts of one dollar (\$1), two dollars (\$2), three dollars (\$3), four dollars (\$4) or five dollars (\$5).
- 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 **Section 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 Employers' 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.
- 106.** The Individual Employer agrees to use his best efforts to the end that an employee works a regular workweek, 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 workweek, 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 sixty dollars (\$60.00) or actual expenses, whichever is greater for each workday 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 workday 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. (OMITTED)**

**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 three (3) and not more than twelve (12) Journeymen and Apprentices, 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 and Apprentices 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 and Apprentices.
- C. No Foreman shall supervise a crew with more than a combined total of twelve (12) Journeymen and Apprentices.
- 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 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 Foreman 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, if available, hire at least one (1) Apprentice for every additional eight (8) Journeymen.

- C. An Apprentice shall be under the direct supervision of a Journeyman at all times.
- D. Apprentices who have completed four (4) years of training may, in their fifth (5th) 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 workday except in an emergency. No employee shall leave the Employer's shop, yard, or his place of work prior to the end of the workday. [See also **Section 75-A.**]

**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 referred 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 workdays in a forty (40) hour week.
- B. When a 5/8 workweek is used, the regular starting time of the first or day shift shall be 8:00 AM. When a 4/10 workweek is used, the regular starting time of the first or day shift shall be 7:00 AM.
- C. If the workweek is established as being five (5) days per week and eight (8) hours per day and 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 at 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. If the workweek is established as being four (4) days per week and ten (10) hours per day and two (2) shifts are worked, the second shift shall be ten (10) hours for which each employee shall receive pay for the hours worked,

plus fifteen percent (15%). Work in excess of ten (10) hours per shift shall be paid at overtime rates, including the shift premium rate.

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

G. 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, where stoppage of work is occasioned thereby or when an 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 Section, 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 **Section 117** 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 Section.

**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
  - 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 worker's ability. The Union shall receive within thirty (30) days written verification of the welding qualifications based on worker's 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 himself or herself 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 on 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 Section 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 and B):
- 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 Employer Associations when it enters into an agreement under this Section, giving the name of the newly organized Contractor and the special fringe benefit rates agreed to.
  - C. When the Union learns of any project to be built within its jurisdiction, the Union will make every effort to contact all signatory contractors to inform them of any special or extraordinary provisions allowed to any other signatory contractor so that no signatory contractor will be provided by the Union more favorable conditions that would affect the bidding process. The Contractor shall be responsible to inquire about Agreements with the Association and the Union.
- 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. JOB STEWARDS** — A Job Steward shall be a Journeyman appointed by the Local Union who shall, in addition to his/her work as a Journeyman, 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 Job 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 Job Steward a reasonable amount of time for the performance of such duties.

- A. If employees are required to work overtime, the Job Steward, or a Journeyman appointed by the Job Steward, assigned by the Contractor to such overtime work, shall perform the duties of Job Steward.
- B. The Job Steward shall remain on the job until its completion unless removed by the Executive Board of the Union; however, a Job 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 will be furnished to the Job Steward. Termination slips will 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 discharge 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.
  - L. **SUBSTANCE ABUSE** — If an Individual Employer is asked to bid a job which incorporates a mandatory drug and alcohol policy containing provisions less favorable to the employees than those set forth in **Section 137**, the contractor or its bargaining representative may petition the Business Manager of the Union for a waiver, or modification, of the provisions of **Section 137**. Any such request for a waiver or modification shall be submitted to the Business Manager prior to the due date for bids, in order that any signatory contractors bidding that project will be authorized to bid on the same basis. The Union shall notify the Associations of any waiver or modification applicable to a specific job, and said Associations shall then be responsible for communicating the Business Manager's decision to the Associations' members.
- 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 workday 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 Job 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 No. 342 supervision as well as the Individual Employer to police tool theft, alcohol abuse, drug abuse, early quits, etc.

**A. DOCUMENTS TO BE SIGNED BY EMPLOYEES** — The parties recognize that harmonious labor relations require that employees represented by the Union sign certain documents for the benefit of their Employers. Any Association may request approval of a document by forwarding a copy of the document for which approval is requested to the Union's Business Manager, who shall have authority to approve documents which represented employees may sign. The Union shall publish its notice of documents which employees are authorized to sign, and the Associations shall be responsible for disseminating that information to the Associations' members.

## **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 **Section 143** are made by each of the signatories hereto on its own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official 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 Conferences 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, 2006 through June 30, 2009 and in effect each subsequent year, unless either party shall, not less than sixty (60) days, or more than ninety (90) days, prior to midnight June 30, 2009, 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, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools water storage tanks, etc.

7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washroom shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including, piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.
11. All fire stand pumps, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block in tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic vacuum, pneumatic, air, water, steam, oil or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with shipbuilding and shipyards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensated equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.

24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all 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, Section 7.**

**APPENDIX B**  
**UA LOCAL UNION 342 PLUMBERS & STEAMFITTERS**  
**935 Detroit Avenue Concord, CA94518-2501 Phone 925/686-5880 Fax 925/685-3710**  
**MASTER LABOR AGREEMENT**  
**EFFECTIVE 7/1/06 THROUGH 6/30/07**  
**Contract 010, 011, 710**

	<b>JOURNEYMAN</b>	<b>FOREMAN</b>	<b>GEN.FOREMAN</b>	<b>SR. GEN. FOREMAN</b>
<b>TAXABLE WAGE RATE</b>	<b>\$ 41.01</b>	<b>\$ 45.11</b>	<b>\$ 49.21</b>	<b>\$ 53.31</b>
( Dues Check Off )	( 1.90 )	( 2.09 )	( 2.28 )	( 2.47 )
Health & Welfare	9.10	9.10	9.10	9.10
Pension	6.79	6.79	6.79	6.79
401a Supplemental Pension	1.75	1.75	1.75	1.75
Health Reimbursement Account	.25	.25	.25	.25
LU Training Fund	1.10	1.10	1.10	1.10
International Training Fund	.05	.05	.05	.05
Centralized Safety Data Bank	.01	.01	.01	.01
Labor Management Corp	.05	.05	.05	.05
Retiree Health Benefits	4.05	4.05	4.05	4.05
Contract Administration	.25	.25	.25	.25
<i>Fringe Total</i>	<i>23.40</i>	<i>23.40</i>	<i>23.40</i>	<i>23.40</i>
<b>TOTAL PACKAGE</b>	<b>\$ 64.41</b>	<b>\$ 68.51</b>	<b>\$ 72.61</b>	<b>\$ 76.71</b>

## OVERTIME INFORMATION:

The 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 the double time rate.

The 401a Supplemental Pension and Health Reimbursement Account/HRA are paid at straight time, time and one-half, and at the double time rates. The 401a and HRA are excluded for all tax purposes. All overtime on other fringes are paid at the straight time rate.

Shift Work: The second and third shifts receive pay for the hours worked, plus fifteen percent (15%). The 15% is based on Journeyman rate of \$41.01, Foreman rate of \$45.11, Gen. Foreman rate of \$49.21, and the Sr. Gen. Foreman rate of \$53.31. See the Master Labor Agreement.

Alloy Welder: Effective 7/1/06 Alloy welders receive 5% above the Journeyman. The 5% is based on the Journeyman rate of \$41.01.

The Dues Check Off and Credit Union are deducted from the Taxable Wage rate and submitted at straight time, time and one-half and at double time rates. Credit Union is a voluntary payroll deduction. The member's dispatch will reflect applicable changes if the member enrolled in the \$1.00, \$2.00, \$3.00, \$4.00., or \$5.00. per hour deduction.

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

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

APPRENTICE SCHEDULE is on next page.

IMPORTANT: Classification Schedules Attached.

**UNITED ASSOCIATION LOCAL 342 / Contract 010, 011, 710**  
**APPRENTICE MASTER LABOR AGREEMENT • JULY 1, 2006 THROUGH JUNE 30, 2007**

Period	Scale	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Fringe T	Fringe T	Total
																Class III	Class IV	
1st	40%	16.27	.63	<b>16.90</b>	9.10	-	-	.25	1.10	.05	.01	.05	4.05	.25	14.86	N/A	N/A	31.76
2nd	45%	18.25	.70	<b>18.95</b>	9.10	-	-	.25	1.10	.05	.01	.05	4.05	.25	14.86	N/A	N/A	33.81
3rd	50%	19.75	.76	<b>20.51</b>	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	N/A	N/A	43.91
4th	55%	21.72	.84	<b>22.56</b>	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	N/A	N/A	45.96
5th	60%	23.70	.91	<b>24.61</b>	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	N/A	N/A	48.01
6th	65%	25.67	.99	<b>26.66</b>	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	N/A	N/A	50.06
7th	70%	27.65	1.06	<b>28.71</b>	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	24.90	N/A	52.11
8th	75%	29.62	1.14	<b>30.76</b>	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	24.90	N/A	54.16
9th	80%	31.59	1.22	<b>32.81</b>	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	24.90	26.40	56.21
10th	85%	33.57	1.29	<b>34.86</b>	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	24.90	26.40	58.26

**JOURNEYMAN RATE AS OF 7-1-06**

Base Wage	39.11
Dues Check Off	1.90
<b>Gross Taxable Wage</b>	<b>41.01</b>
Health & Welfare	9.10
Pension	6.79
401a Supplemental Pension	1.75
Health Reimbursement Acct.	.25
LU Training Fund	1.10
International Training Fund	.05
Centralized Safety Data Bank	.01
Labor Management Corp	.05
Retiree Health Benefits	4.05
Contract Administration	.25
<i>Fringe Total</i>	<i>23.40</i>
<b>TOTAL PACKAGE</b>	<b>\$ 64.41</b>

RT#: 1st = 01020, 2nd = 01021, 3rd = 01022, 4th = 01023, 5th = 01024, 6th = 01025, 7th = 01026, 8th = 01027, 9th = 01028, 10th = 01029.

No Assoc RT#: 1st = 01120, 2nd = 01121, 3rd = 01122, 4th = 01123, 5th = 01124, 6th = 01125, 7th = 01126, 8th = 01127, 9th = 01128, 10th = 01129.

**BASIS FOR CALCULATING APPRENTICE RATES:**

1. Dues Check-Off amounts (Union Dues) are included in the Taxable Wage.
2. The Wage Rate for 1st and 2nd period apprentices includes an additional \$0.50.
3. There is no pension trust fund contribution required for 1st and 2nd period apprentices.
4. Credit Union voluntary payroll deduction is available to members at \$1.00, \$2.00, \$3.00, \$4.00 or \$5.00 per hour. The Credit Union amount is reflected on the dispatch and deducted from the taxable wage.
5. **401a Sup. Pension:** 7th through 10th Period Apprentice's are additionally \*eligible for the Class III - 401a rate of 3.25, reduces their taxable wage rate by \$1.50. Apprentices at 9th and 10th period, are also \*eligible for the Class IV - 401a rate of 4.75, reduces their taxable wage rate by \$3.00. Please review their individual dispatch.

\*Member must have signed up prior with the union office.

**UA LOCAL 342 WAGE SCHEDULE • MASTER LABOR AGREEMENT**

**EFFECTIVE 7/1/06 THROUGH 6/30/07 • Contract 010, 011, 710**

**CREDIT UNION PAYROLL DEDUCTION:** The dispatch will reflect applicable changes if the individual enrolled.

**JOURNEYMAN: (RT# 01040, 01140)**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	39.11	1.90	41.01	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	64.41
III	37.61	1.90	39.51	9.10	6.79	3.25	.25	1.10	.05	.01	.05	4.05	.25	24.90	64.41
IV	36.11	1.90	38.01	9.10	6.79	4.75	.25	1.10	.05	.01	.05	4.05	.25	26.40	64.41
V	34.86	1.90	36.76	9.10	6.79	6.00	.25	1.10	.05	.01	.05	4.05	.25	27.65	64.41
VI	33.51	1.90	35.41	9.10	6.79	7.35	.25	1.10	.05	.01	.05	4.05	.25	29.00	64.41
VII	30.86	1.90	32.76	9.10	6.79	10.00	.25	1.10	.05	.01	.05	4.05	.25	31.65	64.41

**FOREMAN: (RT# 01041, 01141)**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	43.02	2.09	45.11	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	68.51
III	41.52	2.09	43.61	9.10	6.79	3.25	.25	1.10	.05	.01	.05	4.05	.25	24.90	68.51
IV	40.02	2.09	42.11	9.10	6.79	4.75	.25	1.10	.05	.01	.05	4.05	.25	26.40	68.51
V	38.77	2.09	40.86	9.10	6.79	6.00	.25	1.10	.05	.01	.05	4.05	.25	27.65	68.51
VI	37.42	2.09	39.51	9.10	6.79	7.35	.25	1.10	.05	.01	.05	4.05	.25	29.00	68.51
VII	34.77	2.09	36.86	9.10	6.79	10.00	.25	1.10	.05	.01	.05	4.05	.25	31.65	68.51

**GENERAL FOREMAN: (RT# 01042, 01142)**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	46.93	2.28	49.21	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	72.61
III	45.43	2.28	47.71	9.10	6.79	3.25	.25	1.10	.05	.01	.05	4.05	.25	24.90	72.61
IV	43.93	2.28	46.21	9.10	6.79	4.75	.25	1.10	.05	.01	.05	4.05	.25	26.40	72.61
V	42.68	2.28	44.96	9.10	6.79	6.00	.25	1.10	.05	.01	.05	4.05	.25	27.65	72.61
VI	41.33	2.28	43.61	9.10	6.79	7.35	.25	1.10	.05	.01	.05	4.05	.25	29.00	72.61
VII	38.68	2.28	40.96	9.10	6.79	10.00	.25	1.10	.05	.01	.05	4.05	.25	31.65	72.61

**SR. GENERAL FOREMAN: (RT# 01043, 01143)**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	50.84	2.47	53.31	9.10	6.79	1.75	.25	1.10	.05	.01	.05	4.05	.25	23.40	76.71
III	49.34	2.47	51.81	9.10	6.79	3.25	.25	1.10	.05	.01	.05	4.05	.25	24.90	76.71
IV	47.84	2.47	50.31	9.10	6.79	4.75	.25	1.10	.05	.01	.05	4.05	.25	26.40	76.71
V	46.59	2.47	49.06	9.10	6.79	6.00	.25	1.10	.05	.01	.05	4.05	.25	27.65	76.71
VI	45.24	2.47	47.71	9.10	6.79	7.35	.25	1.10	.05	.01	.05	4.05	.25	29.00	76.71
VII	42.59	2.47	45.06	9.10	6.79	10.00	.25	1.10	.05	.01	.05	4.05	.25	31.65	76.71

**OVERTIME: TIME AND ONE-HALF**

CREDIT UNION PAYROLL DEDUCTION: The dispatch will reflect applicable changes if the individual enrolled.

**JOURNEYMAN:**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	58.67	2.85	61.52	9.10	6.79	2.63	.38	1.10	.05	.01	.05	4.05	.25	24.41	85.93
III	56.42	2.85	59.27	9.10	6.79	4.88	.38	1.10	.05	.01	.05	4.05	.25	26.66	85.93
IV	54.17	2.85	57.02	9.10	6.79	7.13	.38	1.10	.05	.01	.05	4.05	.25	28.91	85.93
V	52.30	2.85	55.15	9.10	6.79	9.00	.38	1.10	.05	.01	.05	4.05	.25	30.78	85.93
VI	50.27	2.85	53.12	9.10	6.79	11.03	.38	1.10	.05	.01	.05	4.05	.25	32.81	85.93
VII	46.30	2.85	49.15	9.10	6.79	15.00	.38	1.10	.05	.01	.05	4.05	.25	36.78	85.93

**FOREMAN:**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	64.53	3.14	67.67	9.10	6.79	2.63	.38	1.10	.05	.01	.05	4.05	.25	24.41	92.08
III	62.28	3.14	65.42	9.10	6.79	4.88	.38	1.10	.05	.01	.05	4.05	.25	26.66	92.08
IV	60.03	3.14	63.17	9.10	6.79	7.13	.38	1.10	.05	.01	.05	4.05	.25	28.91	92.08
V	58.16	3.14	61.30	9.10	6.79	9.00	.38	1.10	.05	.01	.05	4.05	.25	30.78	92.08
VI	56.13	3.14	59.27	9.10	6.79	11.03	.38	1.10	.05	.01	.05	4.05	.25	32.81	92.08
VII	52.16	3.14	55.30	9.10	6.79	15.00	.38	1.10	.05	.01	.05	4.05	.25	36.78	92.08

**GENERAL FOREMAN:**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	70.40	3.42	73.82	9.10	6.79	2.63	.38	1.10	.05	.01	.05	4.05	.25	24.41	98.23
III	68.15	3.42	71.57	9.10	6.79	4.88	.38	1.10	.05	.01	.05	4.05	.25	26.66	98.23
IV	65.90	3.42	69.32	9.10	6.79	7.13	.38	1.10	.05	.01	.05	4.05	.25	28.91	98.23
V	64.03	3.42	67.45	9.10	6.79	9.00	.38	1.10	.05	.01	.05	4.05	.25	30.78	98.23
VI	62.00	3.42	65.42	9.10	6.79	11.03	.38	1.10	.05	.01	.05	4.05	.25	32.81	98.23
VII	58.03	3.42	61.45	9.10	6.79	15.00	.38	1.10	.05	.01	.05	4.05	.25	36.78	98.23

**SR. GENERAL FOREMAN:**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	76.26	3.71	79.97	9.10	6.79	2.63	.38	1.10	.05	.01	.05	4.05	.25	24.41	104.38
III	74.01	3.71	77.72	9.10	6.79	4.88	.38	1.10	.05	.01	.05	4.05	.25	26.66	104.38
IV	71.76	3.71	75.47	9.10	6.79	7.13	.38	1.10	.05	.01	.05	4.05	.25	28.91	104.38
V	69.89	3.71	73.60	9.10	6.79	9.00	.38	1.10	.05	.01	.05	4.05	.25	30.78	104.38
VI	67.86	3.71	71.57	9.10	6.79	11.03	.38	1.10	.05	.01	.05	4.05	.25	32.81	104.38
VII	63.89	3.71	67.60	9.10	6.79	15.00	.38	1.10	.05	.01	.05	4.05	.25	36.78	104.38

**OVERTIME: DOUBLE TIME**

**CREDIT UNION PAYROLL DEDUCTION:** The dispatch will reflect applicable changes if the individual enrolled.

**JOURNEYMAN:**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	78.22	3.80	82.02	9.10	6.79	3.50	.50	1.10	.05	.01	.05	4.05	.25	25.40	107.42
III	75.22	3.80	79.02	9.10	6.79	6.50	.50	1.10	.05	.01	.05	4.05	.25	28.40	107.42
IV	72.22	3.80	76.02	9.10	6.79	9.50	.50	1.10	.05	.01	.05	4.05	.25	31.40	107.42
V	69.72	3.80	73.52	9.10	6.79	12.00	.50	1.10	.05	.01	.05	4.05	.25	33.90	107.42
VI	67.02	3.80	70.82	9.10	6.79	14.70	.50	1.10	.05	.01	.05	4.05	.25	36.60	107.42
VII	61.72	3.80	65.52	9.10	6.79	20.00	.50	1.10	.05	.01	.05	4.05	.25	41.90	107.42

**FOREMAN:**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	86.04	4.18	90.22	9.10	6.79	3.50	.50	1.10	.05	.01	.05	4.05	.25	25.40	115.62
III	83.04	4.18	87.22	9.10	6.79	6.50	.50	1.10	.05	.01	.05	4.05	.25	28.40	115.62
IV	80.04	4.18	84.22	9.10	6.79	9.50	.50	1.10	.05	.01	.05	4.05	.25	31.40	115.62
V	77.54	4.18	81.72	9.10	6.79	12.00	.50	1.10	.05	.01	.05	4.05	.25	33.90	115.62
VI	74.84	4.18	79.02	9.10	6.79	14.70	.50	1.10	.05	.01	.05	4.05	.25	36.60	115.62
VII	69.54	4.18	73.72	9.10	6.79	20.00	.50	1.10	.05	.01	.05	4.05	.25	41.90	115.62

**GENERAL FOREMAN:**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	93.86	4.56	98.42	9.10	6.79	3.50	.50	1.10	.05	.01	.05	4.05	.25	25.40	123.82
III	90.86	4.56	95.42	9.10	6.79	6.50	.50	1.10	.05	.01	.05	4.05	.25	28.40	123.82
IV	87.86	4.56	92.42	9.10	6.79	9.50	.50	1.10	.05	.01	.05	4.05	.25	31.40	123.82
V	85.36	4.56	89.92	9.10	6.79	12.00	.50	1.10	.05	.01	.05	4.05	.25	33.90	123.82
VI	82.66	4.56	87.22	9.10	6.79	14.70	.50	1.10	.05	.01	.05	4.05	.25	36.60	123.82
VII	77.36	4.56	81.92	9.10	6.79	20.00	.50	1.10	.05	.01	.05	4.05	.25	41.90	123.82

**SR. GENERAL FOREMAN:**

Class	Base	Dues	TxWage	H&W	Pension	401A	HRA	Trng	ITF	CSDB	L/M	RHB	CTR	FringeT	Total Pkg
II	101.68	4.94	106.62	9.10	6.79	3.50	.50	1.10	.05	.01	.05	4.05	.25	25.40	132.02
III	98.68	4.94	103.62	9.10	6.79	6.50	.50	1.10	.05	.01	.05	4.05	.25	28.40	132.02
IV	95.68	4.94	100.62	9.10	6.79	9.50	.50	1.10	.05	.01	.05	4.05	.25	31.40	132.02
V	93.18	4.94	98.12	9.10	6.79	12.00	.50	1.10	.05	.01	.05	4.05	.25	33.90	132.02
VI	90.48	4.94	95.42	9.10	6.79	14.70	.50	1.10	.05	.01	.05	4.05	.25	36.60	132.02
VII	85.18	4.94	90.12	9.10	6.79	20.00	.50	1.10	.05	.01	.05	4.05	.25	41.90	132.02

## **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**

*Jay Williams*

Jay Williams  
Business Manager

**NORTHERN CALIFORNIA MECHANICAL  
CONTRACTORS ASSOCIATION**

*Scott Strawbridge*

Scott Strawbridge  
Executive Vice President

**INDUSTRIAL CONTRACTORS UMIC INC.**

*Michael Vlaming*

Michael Vlaming  
Chairman



