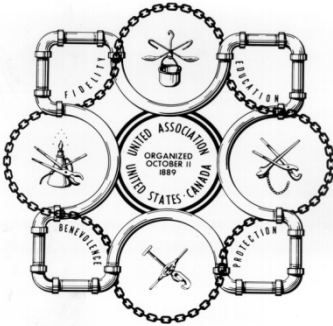


**MASTER
LABOR AGREEMENT
Between
LOCAL UNION 159**



of the
UNITED ASSOCIATION
of
JOURNEYMEN &
APPRENTICES
of the
PLUMBING &
PIPE FITTING INDUSTRY
of the
UNITED STATES & CANADA

and

**NORTHERN CALIFORNIA
MECHANICAL CONTRACTORS ASSOCIATION**

**PLUMBING-HEATING-COOLING CONTRACTORS
ASSOCIATION OF THE GREATER BAY AREA**

INDUSTRIAL CONTRACTORS UMIC, Inc.

**Effective July 1, 2013
Expires June 30, 2016**

**LABOR AGREEMENT
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MASTER LABOR AGREEMENT

It is mutually understood that the public can best be served and progress maintained and furthered and economic development of the parties enhanced in the Plumbing and Pipe Fitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. In order to establish such working arrangements, this Agreement is made and entered into this first day of July 1, 2013 through June 30, 2016, by and between the NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION (NCMCA), PLUMBING-HEATING-COOLING CONTRACTORS ASSOCIATION OF THE GREATER BAY AREA INC.(GBA), and the INDUSTRIAL CONTRACTORS UMIC, Inc. (UMIC) and such Individual Employers who are now or may hereafter become members of said organizations and all Individual Employers who may now or hereafter become signatory to this Agreement or any counterpart thereof, and are regularly engaged in plumbing, heating, refrigeration, air conditioning, mechanical, industrial and/or utility pipe work within Contra Costa County, California, hereinafter referred to as the Employer or, alternatively, as Individual Employer(s), and LOCAL UNION NO. 159 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.

**ARTICLE I
COVERAGE OF AGREEMENT**

- 1. TERRITORY COVERED:** The geographic area covered by this Agreement shall be Contra Costa County in the State of California.
- 2. EMPLOYEES COVERED:** This Agreement shall apply to all employees of the Individual Employers employed upon the work covered by this Agreement.
- 3. EMPLOYERS COVERED:** This Agreement shall apply to all Individual Employers who are now or may hereafter become members of the NCMCA, the GBA, or UMIC, and who authorize one of these organizations to represent them, or are now or may hereafter become parties hereto by signing this Agreement or any counterpart thereof.
- 4. WORK COVERED:** This Agreement shall cover all work coming within the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, as established and recognized by the Building and Construction Trades Department of the American Federation of Labor Congress of Industrial Organization, including the Fifty-two (52) Points of Jurisdiction set forth in **ARTICLE XX** hereof.
- 5. RECOGNITION:**

A. Each Individual Employer hereby recognizes the Union, under Section 9(a) of the National Labor Relations Act, as the sole and exclusive collective bargaining representative of all of the full-time and regular part-time covered employees as defined in Article I, Section 2 of this Agreement, on all present and future job sites within the territory covered by this Agreement, on the following basis: The Union has requested that each Individual Employer working in the territory covered by this Agreement recognize the Union as the Section 9(a) representative of its Employees; the Union has offered to submit to each Individual Employer, through its bargaining representative, evidence that the Union has the support of a majority of the Individual Employer's Employees, and the Individual Employer acknowledges and agrees that a majority of its Employees have authorized the Union to represent them in collective bargaining.

B. The Union recognizes NCMCA, GBA or UMIC as exclusive collective bargaining representatives of each of the Individual Employers who are now or may hereafter become that particular association's member and who authorize that particular association to represent them.

ARTICLE II EMPLOYMENT PROCEDURE

6. UNION SECURITY: All employees covered by this Agreement shall as a condition of employment become and remain members in good standing in the Union within eight (8) days, consecutively or cumulatively, from the commencement of their employment with an Employer covered by this Agreement or from the effective date of this Agreement, whichever is later. This Paragraph shall be enforced to the extent permitted by law.

7. The Individual Employer shall secure all employees required in the performance of work covered by this Agreement through the Employment Office of the Union, subject to the limitations and exclusions in Article II. No employee covered by this Agreement shall be given a pre-hiring interview without the consent and approval of the Business Manager.

8. 48 HOURS TO DISPATCH: Skilled and competent employees will be furnished in accordance with the provisions of this Agreement and Employment Procedure, Article II of this Agreement, within forty-eight (48) hours of the time they are requested (exclusive of Saturdays, Sundays and holidays) 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 him/her from the Employment Office of the Union within twenty-four (24) hours of the commencement of such employment and upon such request a dispatch shall be issued to the employee.

9. DISPATCHING HOURS AND REPORTING PAY: Dispatching of employees under Article II, Paragraph 8 shall be from 7:00 a.m. to 9:00 a.m. every regular working day. When an Employer or his/her representative places an order for employees on the day to report for work, the employee is paid for eight (8) hours if he/she reports to the designated reporting place within two (2) hours from the time the order is placed.

10. When an Employer or his/her representative places an order for employees between 7:00 a.m. and 9:00 a.m., at least one (1) day before the employees are to report to the designated reporting place, the employee shall be paid from the time they report and when an order is placed after 9:00 a.m. the day previous to reporting, the employee shall be paid from the starting time if they report by 9:00 a.m. the next regular work day.

11. For the purpose of providing continuity of employment, preference of employment shall be given as follows:

A LIST:

- (1). First to employees who at the time of registration for employment have been credited with not less than 300 hours per year in the U.A. Local 159 Defined Benefit Plan during the period of the three (3) consecutive plan years commencing January 1, and ending December 31, within the jurisdiction of U.A. Local Union No. 159 and have been reported by the Employer on the Trust transmittal forms designated by U.A. Local Union No. 159 subject to the exceptions in paragraph 11(2).
- (2). The three (3)-plan year period required for qualification under paragraph (1) shall be extended by any period of time during which the employee was (a) disabled by reason of sickness or injury from performing the work covered by this Agreement, (b) employed by a public agency within the territorial jurisdiction of Local 159, (c) employed by an Employer signatory to a Collective Bargaining Agreement with Local 159, which does not require contributions to the U.A. 159 Defined Benefit Plan or (d) was in military service.
- (3). No Employee shall be permitted to register on the “A” list while employed or while registered on the corresponding “A” list of any United Association Local Union. (Exception: Building Trades Journeymen will be allowed to stay on the out-of-work list for 90 days while employed under this Agreement at the Residential rate of pay).
- (4). All apprentices indentured to U.A. Local No. 159’s J.A.T.C. qualify for the “A” list.

B LIST: Second, newly organized members will be placed on a B-List and will be hired after the “A”-list is exhausted. Employees of newly organized employers will be allowed to continue working for that employer. Upon confirmation by the Union of an individual’s skill, experience and their classification and upon successful completion of an OSHA 30 class, the UA Heritage class and UA Comet class, newly organized members will attain “A”-list status and be placed at the bottom of the “A”-list.

C LIST: Third to employees not meeting the requirements of (B) above who meet the “A” list requirements of any California UA Local with jurisdiction north of UA Locals within District Council 16, and including Local 350, provided that such Local Union permits registration on its “B” list or equivalent of qualified Journeymen meeting the requirement of “A” above. As used herein, the term Northern California includes locals having jurisdiction within the counties of Alameda, Alpine, Amador,

Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

D LIST: Fourth to qualified journeymen who have worked anywhere in the State of California for one or more Employers now party to a Collective Bargaining Agreement with a Local Union of the United Association.

E. LIST: Fifth to all other qualified journeymen not meeting the requirements of A, B,C and D above.

12. ORDER OF DISPATCH: The Employment Office of the Union shall first dispatch qualified applicants who are registered on the “A” list, second those on the “B” list, third those on the “C” list, fourth those on the “D” list and fifth those on the “E” list in their specified classifications. Provided employees are available for employment and will accept the Union dispatch to the places of employment, all employees on the “A”, “B”, “C”, “D” and “E” lists shall be dispatched in the order in which they are registered for work in each list classification on the basis that the first registered shall be the first dispatched in all list classifications.

13. ORDER OF LAYOFF: Termination of employment, except for discharges for just and sufficient cause, shall be in the following order: First those employees covered by this Agreement who qualify for the Union’s Employment Office “E” list, second those from the “D” list, third those from the “C” list fourth those from the “B” list, fifth those from the “A” list. No employee qualifying for the Union’s “A” list shall be terminated before and/or in advance of all employees qualifying for employment on the Union’s “B”, “C”, “D” and “E” list.

14. COMPANY WIDE ORDER OF LAYOFF: For the purpose of clarification the termination of employees by list qualification, that is, the “B”, “C”, “D” and “E” list employees in advance of the “A” list employees shall apply to overall company payroll and not a job by job basis.

15. Any employer’s practice, including termination or hiring, that discriminates against older employees is a violation of this Agreement.

16. An apprentice shall be considered an “A” list employee when indentured to U.A. Local Union No. 159’s J.A.T.C.

17. The Union shall maintain adequate registration facilities at the Union Office for employees and applicants for employment to register for work.

18. NON-DISCRIMINATION: The Union Employment Office, in carrying out the provisions of this Agreement, with respect to matters covered in this **Article II** and the registration and dispatch of employees and prospective employees, will not discriminate either in favor of or against such employees, by reason of age, race, sex, creed or color, or of membership in, or non-membership in, any Union or by reason of activity in behalf of or in opposition to any Union, nor shall the carrying out of the provisions of this Agreement with respect to the matters covered in this Article and the registration and dispatch of employees and prospective employees be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provision or any other aspect or obligation of Union membership policies or requirements except to the extent of enforcing the Union Security Clause of this Agreement as provided for in **Article II**.

19. The Union will maintain a list open to inspection by both parties to this Agreement on which employees with a preference may register and a list on which applicants for employment without a preference may register. Separate lists shall be kept for apprentices on the same basis as for journeymen. Apprentices shall be dispatched in accordance with the regulations of the Joint Apprenticeship Committee created and operating under the provisions of the Shelly Maloney Act. No employee or applicant may register for employment as a journeyman and apprentice at the same time.

20. In order to register as a Building Trades Journeyman an individual must have at least five (5) years' experience in the plumbing and pipefitting trades in the building and construction industry and either (1) have completed an apprenticeship program established in conformity with either the rules and regulations of the U.S. Department of Labor or the rules and regulations of the California Division of Apprenticeship Standards or (2) have passed an examination which adequately tested his or her skill as a Journeyman. Examination in the territory covered by this Agreement shall be open without discrimination to all persons with the necessary five (5) years' experience and shall be conducted pursuant to the rules and regulations established by the Joint Conference Board.

21. DISPATCH OF SUPERVISORS, ETC. Requests by Employers for applicants to act as supervisors, foremen, or general foremen shall be honored without regard to the requested person's place on the "A" out-of-work list. To prevent abuse of this privilege, the qualifications of supervisory applicants to serve in any of these classifications shall be discussed between the Employer and the Business Manager of the Union, or the representative designated by him to act in his absence, before the dispatch is issued.

22. Any dispatch issued under **Paragraph 21** shall only be valid for the period the person is acting in the capacity and at the location so dispatched.

23. RE-HIRE: Regardless of anything herein to the contrary, the Employer may request particular employees whose names appear on the Group “A” list and who have been employed by the requesting Employer for a total of 500 hours during the two-year period preceding their registration on the out-of-work list. Such requests by the Employer shall be in writing, shall set forth the dates that such employees worked the necessary hours, shall be signed by the Individual Employer or his/her senior representative, and presented to the Employment Office of the Union. Upon receipt of a proper request, the Union shall dispatch the employee as requested, if he/she is available, registered for work and willing to accept a dispatch regardless of his/her position on the “A” list. Any employee dispatched under this paragraph shall be stricken from the list.

24. NAME HIRE

A. Regardless of anything herein to the contrary, the Employer may request employees by name on a 50-50 ratio, but only if such requested employees have been registered on the “A” list for a period of not less than 21 calendar days(*). Such request must be in writing, signed by the Employer or his/her senior representative and presented to the Employment Office of the Union. There will be no banking of name hiring privileges that would result in a Contractor being able to hire two (2) employees consecutively by name. Any employee dispatched under this paragraph shall be stricken from the list.

*(*NOTE: This restriction is waived on commercial and Special Projects whenever there are 50 or fewer Class “A” Building Trades Journeymen available for employment registered on the out-of-work list. When the list exceeds 50, the waiver will remain in effect for either two (2) weeks or until the list is again reduced to 50 or less members available for work. This restriction is not waived for members quitting residential work.)*

B. Termination of employees shall not exceed the ratio of employees referred from the availability list to those requested by name as allowed in Section 24(A).

C. A Journeyman cannot be called by name from the out-of-work list on the basis of an apprentice list hire as it may apply to the 50% name call provision.

D. Regardless of anything herein to the contrary, the Individual Employer, upon first becoming signatory to 159’s Collective Bargaining Agreement may request by

name the first three (3) employees regardless of their position on the availability list if such requested employees are registered on the A list. Such request must be in writing, signed by the employer or senior representative thereof, and presented to the Employment Office of the Union.

E. Local Hire: The union and employers commit their best effort in offering “Local Hire” opportunities as required in area Project Labor Agreements. Accordingly, the employers will utilize every other of their 50% name-calls, when hiring new employees to meet these goals, upon availability of employees through the normal hiring hall process.

25. EXPERIENCED EMPLOYEE REQUESTS: Regardless of anything herein to the contrary, the Individual Employer may also request from the “A” list employees who have had either (1) a specified 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 (i.e. residential plumbing, refrigeration, air conditioning, pipefitting, etc.) 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, registered for work and willing to accept a dispatch. In the event that two or more employees with the requisite experience are available, they shall be dispatched in the order in which they are registered for work.

26. 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.

27. In determining whether an applicant for employment possesses the particular skills and abilities called for by the Individual Employer, the dispatcher shall consider the dispatcher’s knowledge, if any, of the applicant’s skills and abilities, gained through actual observation or inquiry.

28. POSITION ON LIST: Upon being dispatched under the preceding paragraphs, the name of the employee, or applicant for employment, shall be stricken (*except as noted below) from the out-of-work list upon which his/her name appears when the employee works more than 120 hours after accepting the first job referral, and shall be stricken immediately after accepting the second job referral from the date of registration on the above mentioned list.

*Building Trades Journeymen will be allowed to stay on the Local's out-of-work list for 90 days while employed under this Agreement at the Residential rate of pay.

Applicants who accept a work order, and then, after dispatch hours, refuse that referral will be automatically placed at the bottom of the out-of-work list. An applicant may appeal the above action to a Joint Labor/Management subcommittee (one representative from Labor and one representative from management) and will retain their place on the out-of-work list until the appeal is complete.

29. OUT OF AREA EMPLOYERS: The following provision shall apply only to an Individual Employer who is signatory to this Agreement and whose principal place of business is within the jurisdiction of a Local Union that has included in its Agreement a similar provision.

30. Regardless of anything to the contrary in **Article II** of this Agreement, any Individual Employer whose permanent yard or shop is located outside the geographical area covered by this Agreement is free, on each job or project they contract for inside the geographical area covered by this Agreement, to employ on each such job or project one of each such Individual Employer's employees in each of the following classifications: plumber, steam/pipefitter, lead burner, from the geographical area in which such Individual Employer's permanent shop or yard is located. Such Employer shall provide Local No. 159 the name of each such employee and the location of the job or project in person, by telephone, by fax or in writing and Local 159 shall issue such employee a dispatch. Where an Employer has both the heating and plumbing contracts, an Employer who chooses to travel in both a plumbing foreman and a heating foreman may move journeymen and apprentices dispatched out of Local 159 between the plumbing and heating crews.

31. Any Employer bringing an Employee into Local 159's jurisdiction shall pay the highest wage and fringe package required by either his home Local Agreement or this Agreement. The Employee's fringe benefits and vacation shall be paid to his/her home Local Union. The difference between the total package and the home Local Union fringe benefits will be paid to the employee as his/her taxable wage. Such benefits shall include travel or subsistence pay according to his/her Local Agreement and mileage shall be computed from such location as that Local Agreement stipulates.

32. The Employer may bring into the territory one employee for each classification herein specified, provided, however, that the employee shall work only within the scope of his/her proper classification and provided further that such Employer obtains at least one additional employee through the Hiring Hall on the sixth working day cumulatively.

33. EMPLOYEES WITHIN THE BAY AREA FREEDOM OF MOVEMENT

A. An individual Employer whose permanent shop is located outside the geographical area covered by this Local Union Agreement and is located in the geographical jurisdiction of the following Bay Area Local Unions: 38, 342, 343, 393, 467 is free to travel up to one (1) employee from the employer's regular work force per jobsite or project under the following provisions:

B. One (1) employee for Plumbing scope of work
One (1) employee for Steamfitting, Pipefitting or Wetside Heating or Air Conditioning Piping scope of work combined:

C. Additionally, if there are four (4) or more UA Local 159 employees on each jobsite or project (with at least one (1) being an apprentice) the individual Employer shall be allowed to bring on each jobsite or project one (1) additional employee member as described above. Such one (1) additional employee will be dispatched as a Journeyman through the Local 159 Hiring Hall and shall have the fringe benefits paid to the UA Local 159 Trust Funds with the Pension, Supplemental Pension and Health and Welfare reciprocated to his/her home Local Union.

D. There shall be no crossover from the Plumbing crew to the Pipefitting crew for the first or the sixth employee traveled into UA Local 159 under these travel provisions. Such additional dispatched employee must be a member of Local 38, 342, 343, 393, or 467.

E. The Employer must be signatory to Local Union 38, 342, 343, 393 and 467 Master Labor Agreements and each such Master Labor Agreement must have this same additional travel provision in its agreement or this provision is not applicable.

F. The first employee as referenced above is considered the Company Representative and upon deposit of the employee's Travel Card, shall have his/her fringe benefits paid to his/her home Local's Trust Funds.

G. The individual Employer shall notify the Employment Office of the Union of the name of each such employee and the location of the job or project at the time each such employee is sent into such area and each such employee, before reporting to the jobsite or project, shall report to the Employment Office of the Union in person and such Employment Office shall issue him/her a dispatch and further provide that all of the provisions of this Agreement shall be applied to and cover such employee.

H. Any employee sent to the jurisdiction of the Local Unions referenced above under the terms of this Agreement shall be paid the higher taxable wage and fringe benefits required either by UA Local 159 or his/her Home Local.

I. In the event the Employer brings one (1) employee from their regular workforce as set forth above, it shall be the condition of employing said employees within the jurisdiction of the Local Union for the Employer to hire at least one (1) Journeyman on the sixth working day from the UA Local 159 Hiring Hall. It is not the intent of the parties to require the employer to employ such additional employee upon work such as punch list items, single family residences under a single contract, service and repair and the like. However, where such work is clearly available the Employer must employ the additional Journeyman.

J. Any employee or applicant or Employer claiming to be aggrieved by the application to himself/herself any of the provisions of this agreement shall submit the same to the grievance procedures of the Individual Local Unions referenced in this agreement.

34. EMPLOYER RIGHT OF REJECTION: The Individual Employer shall have the right to reject any employee or applicant for employment referred by the Union but the exercise of such right shall in no way discriminate against any person by reason of membership or non-membership in any Union, and provided further that any employee or applicant for employment reporting for work at the agreed time and place shall be entitled to four (4) hours show-up pay, unless he/she is in a condition not fit for work or has been discharged for cause by the Individual Employer within twelve (12) months prior to the date of dispatch.

35. With respect to the operation of the Employment Office of the Union, the Union assumes responsibility for any and all damages and claims arising from actions or inactions in which the Union is or has acted individually. However, should an Individual Employer act in concert with the Union with the result of damage or claim then the Individual Employer assumes equal responsibility.

36. GRIEVANCE PROCEDURE: Any employee or applicant for employment claiming to be aggrieved by the application to him/herself of any provision(s) of **Article II**, whether by the Union, an Association or any Individual Employer, must submit the claim per the Grievance Procedure provided in **Article V** hereof. Such grievance must be submitted in writing to the Joint Conference Board within ten (10) days of the alleged violation. Any employee or applicant for employment failing to observe the requirements of this paragraph shall be deemed to have waived his/her grievance rights. Forms for the submission of such grievance shall be available at all times in the Union Office. The Joint conference Board shall have the authority to

promulgate rules and regulations for the operation of the Hiring Hall not inconsistent with the terms of this Agreement.

37. POSTING: 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 normally posted.

ARTICLE III TRADE OR WORK JURISDICTION

38. This Agreement covers the rates of pay, rules and working conditions of all journeymen and apprentices engaged in installation of plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distribution, reloading, tying-on, signaling and hoisting of all piping materials, appurtenances and equipment, by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction claims of the United Association.

The physical layout of piping, plumbing and all related mechanical systems, including seismic bracing, performed on-site, is covered employment and may only be performed by a Local 159 member or by a U.A. journeyman working under Article II, Par. 30 of the U.A. 159 Master Labor Agreement.

39. In recognition of the above work jurisdiction claims it is understood that the assignment of work and 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.

40. There shall be no work stoppage because of jurisdictional disputes.

ARTICLE IV SCOPE OF AGREEMENT

41. The wages and working conditions described in this Agreement shall be effective on all plumbing and pipefitting work performed by the Individual Employer or by any person, firm or corporation owned or financially controlled by the Employer, in all of Contra Costa County in the State of California.

42. It is recognized that from time to time the United Association may enter into Agreements with National Contractors which do not require them to pay into funds provided for in **Article VI** of this Agreement. If an Individual Employer obtains a job

which has been bid upon by a Contractor having such a National Agreement, he shall be relieved of the obligation to make such payments with respect to work on such job to the same extent as the National Contractor would have been relieved had such Contractor obtained the bid.

ARTICLE V JOINT CONFERENCE BOARD

43. No dispute, complaint or grievance is arbitrable under **Article V** of this Agreement if it concerns 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. Travel pay shall be paid at the same time and under the same conditions as wages;
- C.** Failure to comply with the provisions of **Articles VI** and **VII** of this Agreement (Employer Payments to Trust Funds);
- D.** Failure or refusal of the Employer or an Individual Employer to comply with the decisions of a Joint Conference Board or arbitrator.

Exceptions: *A, B and D shall not apply* in cases of proven clerical error and/or other circumstances beyond the Employer's control acceptable to the Joint Conference Board.

44. 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 a 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 agree to set up a Joint Conference Board of four (4) members; two (2) members shall be appointed by the Union and two (2) members by the Employer.

45. The Joint Conference Board shall agree upon and determine the time and place of meetings, the rules of procedure, shall elect a Chairman and a Secretary from its membership and shall determine upon all other details to promote and carry on the business for which it is appointed.

46. When witnesses are required by the Union or the Employer, meetings can be scheduled after working hours.

47. Two (2) members appointed by the Employer and two (2) members appointed by the Union shall constitute a quorum for the transaction of the business of the Board; the number of votes allowed to each side, however, shall in no event exceed the lesser number of Union or Employer members present as the case may be.

48. Whenever such disagreements or disputes exist, such disagreement or dispute shall be first adjusted between the representatives of the Union and the Employer. If such disagreement or grievance is not settled in this manner either party may refer the same to the Joint Conference Board for determination. Such referral shall be in writing, signed by the party or its agent making the reference, and shall be addressed and sent to the Secretary of the Board and a copy thereof served upon the other party, and shall state the referring party's position. The other party, not later than five (5) days after receipt of said service may, but need not send to the Board secretary and serve a copy to the referring party, of its statement of position.

49. Upon referral of a dispute, the Joint Conference Board shall take jurisdiction and proceed to a determination of the dispute. Its decision shall be final and binding on the parties.

50. In those cases where the Individual Employer is failing to abide by a decision of the Joint Conference Board or an impartial arbiter, after ten (10) days' notice in writing, it shall not be a violation of this Agreement for the Union to withdraw the employees of the Individual Employer involved, and, during the time such failure continues, to withhold employees from such Individual Employer. Employees so withdrawn shall not lose their status as employees of such Individual Employer but shall not be entitled to receive any wages or other compensation for any period during which they have been so withdrawn unless otherwise so entitled to by law.

51. If the Joint Conference Board, after meeting, cannot or does not agree on a decision on any matter within fifteen (15) days after a referral, it shall lose jurisdiction to decide the matter and its members thereof shall choose an impartial person who shall act as arbitrator to decide the matter. The arbitrator's decision shall be final and binding on all the parties. Any expense of employing such impartial person and of reporter and transcript for the arbitration shall be borne by the losing party as determined by the arbitrator.

52. If the Joint Conference Board cannot or does not choose an arbitrator within ten (10) days after it has lost jurisdiction to decide the matter referred to it, the Board or interested party may request, by proper legal proceedings, any competent court to appoint the arbitrator. The interested parties shall be limited to the Union, the Grievant and the Employer or his representative.

53. Once such a dispute or disagreement is legally and properly referred to the Joint Conference Board the parties shall not use or invoke any means of enforcement of their respective positions except as described in this **Article V**.

54. The Joint Conference Board shall have the following additional functions and powers:

A. To establish the general recognition and enforcement of the terms of this Agreement.

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

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

D. To hear and adjust grievances of employees and applicants for employment under **Paragraph 8** of this Agreement.

55. Time limits set forth in this Article may, by mutual agreement of the specific parties involved and of the Joint Conference Board be extended or modified.

56. While any matter is pending for decision before the Joint Conference Board or is in arbitration, work shall be continued in accordance with the provisions of this Agreement.

57. No proceedings based on any dispute, complaint or grievance shall be recognized unless called to the attention of the Employer and the Union within sixty (60) days after the alleged violation was committed, with the exception of Hiring Hall grievances brought under **Par. 36** which must be submitted within 10 days.

58. When a grievance is filed under this **Article V**, the Contractor shall be required to furnish to the Joint Conference Board all payroll records that might be necessary to resolve said grievance.

59. The U.A. Standard of Excellence is adopted and incorporated herein by reference.

ARTICLE VI EMPLOYER PAYMENTS INTO TRUST FUNDS

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

A. FRINGE BENEFITS for senior general foremen, general foremen, foremen, journeymen and apprentices on commercial or industrial work shall be paid per hour worked as follows as of July 1, 2014:

- 1. Health and Welfare..... \$15.36
- 2. Supplemental bonus Benefit..... \$0.50
- 3. Pension..... \$14.53*
- 4. Apprenticeship Training \$1.65
- 5. National Training..... \$0.10
- 6. Joint Labor Management Trust..... \$0.90
- 7. Contract Administration Fund..... \$0.30
- 8. Health Reimbursement Account..... \$2.00
- 9. Additional Defined Contribution- See "B"

Below

- 10.. Local 159 Voluntary Federal Political Action Committee (deducted from taxable wage where Individual Employee Authorization is provided) . . . \$0.05

* \$0.35 of the Pension Trust Fund contribution on behalf of journeymen, foremen, general foremen and senior general foremen dispatched at the Commercial Rate is a contribution to the Pension Augmentation Program, as adopted by the Board of Trustees of the U. A. Local No. 159 Pension Trust Fund.

B. ADDITIONAL CONTRIBUTIONS TO THE LOCAL 159 DEFINED CONTRIBUTION PLAN

Employer contributions to the defined contribution plan: Employer contributions shall be determined by the referral form issued by the union, based on the employee’s Group, as follows:

<u>Commercial</u> <u>Hourly</u> <u>Contribution</u>	<u>Residential</u> <u>Hourly</u> <u>Contribution</u>	<u>Residential</u> <u>Specialist Hourly</u> <u>Contribution</u>
Group A \$0.00	\$0.00	\$0.00
Group A1 \$1.00	\$1.00	\$1.00
Group A2 \$2.00	\$2.00	\$2.00
Group A3 \$3.00	\$3.00	\$3.00
Group A4 \$4.00	\$4.00	\$4.00
Group A5 \$5.00	\$5.00	\$5.00
Group A6 \$6.00	\$6.00	\$6.00
Group A7 \$7.00	\$7.00	\$7.00

<u>Group A8</u>	<u>\$8.00</u>	<u>\$8.00</u>	<u>\$8.00</u>
<u>Group A9</u>	<u>\$9.00</u>	<u>\$9.00</u>	<u>\$9.00</u>

All wage rates will be adjusted according to the employee's Group, as determined under this Section **60B**. The basic hourly wage rate shall be reduced in the amounts listed above, based on the employee's rate class.

C. FRINGE BENEFIT RATES ON OVERTIME WORK. All fringes on overtime are to be paid at the straight time rate except Additional Defined Contribution (Referral Form A1-A9 only) which shall be paid at the applicable overtime rate.

Individual Employers shall also pay any increase in the above-stated amounts as may be subsequently agreed upon by the Union and the Employer during the life of this Agreement.

61. The above-named Funds shall be administered in accordance with the applicable Trust Agreements between the parties creating said Trust Funds. The Individual Employers agree to be bound by all of the terms and conditions of said Trust Agreements and any amendment or amendments that have been or may hereafter be adopted by the parties to said Trust Funds.

A. The Journeyman and Apprentice Training Fund shall be administered by the Journeyman and Apprentice Training Committee who shall act as a Board of Trustees for said Fund.

B. The Local 159 Joint Labor Management Trust is known as the TRICO Pipes Trust Fund and shall be administered by its Board of Trustees for the purposes set forth in the Joint Labor Management Act of 1978.

62. 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.

63. Payments to the Funds shall be made at Livermore, California, in accordance with and in the manner provided for by the applicable Trust Agreements. Such payments shall be due and payable monthly on or before the 15th day, and will be deemed delinquent if not paid on or before the 20th day of each calendar month for all work performed in the preceding month. Any report deposited in the mail postmarked later than the 20th of the month shall be deemed delinquent.

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

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

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

67. Whenever the Union deems it necessary to protect payments to the Funds and the Plan or to protect the payment of wages to employees working under this Agreement, the Union 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.

68. BONDING: The following Employers, as described in subsection “A” and “B”, shall be required to post a bond as provided for herein, in addition to any bond, required by applicable law.

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

B. DELINQUENT EMPLOYER –The term “Delinquent Employer” for purposes of this section 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 the applicable Trust Agreement. The term “Delinquent Employer” shall also include any Individual Employer who at any time in the past has been cleared of any indebtedness to employees or the Trust Funds through adjudication in bankruptcy.

C. INDIVIDUAL EMPLOYER –For purposes of this section, 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 enters into any phase of the contracting business covered by this Agreement, either as a sole proprietor, partner, or owner of an interest in a contracting firm or corporation.

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

E. The amount of the bond shall be based on the maximum number of employees employed by the Individual Employer on work within the territory covered by this Agreement as determined by the Local 159 Trusts.

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

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

H. In lieu of a surety bond, the Individual Employer may 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 Local 159 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 (\$.50) per hour for every hour worked by its covered employees until the full amount of the cash bond is reached. No interest shall be posted to the Employer's cash bond account until the full amount of the cash bond is paid. In the event the Employer disputes a claim made against the cash bond, the claim will be paid upon decision of the Joint Conference Board, in the case of money due employees, or upon the decision of the Trustees of the appropriate Trust Fund or Funds in the event of a claimed Trust Fund delinquency. The Employer shall be entitled to a refund of any amount remaining in its cash bond account upon a determination that it has legally terminated its collective bargaining agreement with the Union or actually ceased doing business in Northern California, after any obligations due and owing the employees, Union or the Trust Funds have been deducted from the Employer's cash bond account.

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

69. CHANGE OF CONTRACTORS ON JOB – Whenever an Individual Employer has taken over a job that has been only partially completed by another employer, he/she shall notify the union in writing as soon as he/she becomes aware of that situation. If the first employer owes money on that job to employees covered by this agreement or to 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 monies have been paid.

70. The Union may withdraw and withhold the employees of an Individual Employer who defaults in payment of wages or in payments as provided in this **Article VI** and the applicable Trust Agreements.

71. When employees are removed from an Individual Employer's shop or job because of a delinquency in payment of fringe benefits or wages, the Employer shall

pay to all such removed employees sixteen (16) hours, including hours worked on the date of removal, if any, at their regular rate of pay plus fringe contributions, in the same manner as if they were employed on the job. When the delinquent wages and/or fringe contributions are paid and the account is cleared in full and the employees notified to return to work prior to said sixteen (16) hours, then the Individual Employer shall be liable for those hours the employees were off the job because of such violation of this Agreement, 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.

72. 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, provided the delinquencies were corrected and the transfer effected within sixteen (16) working hours of the removal time and provided such employees shall not be reimbursed under this Article for the time they were paid while working for another Individual Employer.

73. 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 VII
CONTRACT ADMINISTRATION**

74. Each Individual Employer shall contribute to the Association in which it is a member (hereafter called Contract Administration Fund), the sum of thirty cents (\$.30) per hour for each hour worked under Commercial dispatch, ten cents (\$.10) per hour worked by journeymen and apprentices under Residential dispatch and five cents (\$.05) per hour worked by Trainees and Residential Specialists under Residential dispatch, upon work covered by this Agreement.

75. The purpose of the Contract Administration Fund is to pay a portion of the cost incurred by the Employers in the administration and enforcement of this Agreement and the Trust Funds established hereunder. The Contract Administration Fund may also be used for other purposes relating to this Collective Bargaining Agreement, including, but not limited to Affirmative Action programs, education, research, etc.

76. However, no portion of the Contract Administration Fund may be used for lobbying or promoting legislation harmful to the Union, subsidizing Employers during a strike, or any other action which would be adverse to the interests of the Union. The negotiation of new Agreements to succeed this one or of amendments to this Agreement shall not be deemed action adverse to the interest of the Union.

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

77. The Contract Administration Fund shall be established by the NCMCA in such manner and form as it may determine. The Representatives shall be appointed by the NCMCA

78. All costs of establishing and maintaining the Contract Administration Fund, including attorney's fees, accounting fees, salaries of employees, or other costs, shall be borne out of the contribution to said Contract Administration Fund.

79. Payments into the Contract Administration Fund shall be due and payable at such place, in such installments, and at such time as the Board of Trustees of the Contract Administration Fund or other administrative body shall from time to time determine. Each payment or installment shall be accompanied by a report in such form as the Board of Trustees or other administrative body may from time to time specify.

80. If any Individual Employer defaults in making such payments and if the Board of Trustees or other administrative body consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claims with respect thereto all reasonable expenses incurred by the Fund in the collection of the same, including but not limited to, reasonable attorney's fees, court costs, and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein shall be added to the obligation of the defaulting Individual Employer.

ARTICLE VIII CREDIT UNION AND EMPLOYEE CHECK-OFF PLAN

81. CREDIT UNION: Any member of IBEW Members + Credit Union, who signs a payroll deduction slip furnished by the Credit Union to the Employer, will have a regular deposit mailed to the Credit Union at 1875 Arnold Drive, Suite 101, Martinez, CA 94553, or to the address of the Credit Union's successor for deposit to the member's account. Deductions will be made only for full shares and for a period of not less than ninety (90) days or until employment is terminated.

82. Notice will be given fifteen (15) days prior to the effective starting or cancellation date.

83. Payments of Voluntary Credit Union deductions from employee checks shall be due and payable to the IBEW Members + Credit Union by the 20th day of each calendar month for all work performed in the preceding month.

84. EMPLOYEE CHECK-OFF PLAN: Each Employer shall deduct from the basic wages of each of his employees 4.5% of Taxable Wages plus \$0.05 per hour for each hour worked and such additional amounts as may be allocated by U.A. Local Union 159.

85. The sums so deducted shall be remitted to the institution as designated on the Trust reporting form, or any other financial institution designated by the Union.

86. Said payments shall be made on or before the 15th day of the month following the month in which the work was performed and shall be considered delinquent if not postmarked prior to midnight of the 20th day of said month.

87. The parties recognize that the full and prompt payments of amounts due by Individual Employers to the Employee Check-Off Plan are essential and that the Union assumes the responsibility of their collection. It is agreed, therefore, that the amount of damage resulting from any and all default payments to those Funds shall be assessed as liquidated damages, and not as a penalty, the sum of \$100.00 for each such failure to pay in full within the time herein provided or 10% of the amount due and unpaid, whichever is the greater. Assessed liquidated damages shall become due and payable to the Administration of the Employee Check-Off Plan in order to defray certain costs incurred in administration of the Employee Check-Off Plan and to insure individual employees of the total amounts due them if and when loss would occur due to default of payment to these funds by delinquent or insolvent Employers.

88. The sole liability of the non-delinquent Individual Employer shall be to make the payments required in **Article VIII** hereof and to pay all employee's taxes due under Federal, State and local law. Neither the employee nor any Individual Employer shall be liable for the payments due from any other Individual Employer or for any of the expenses of administering the Employee Check-Off Plan.

**ARTICLE IX
WAGE RATE SCHEDULE EFFECTIVE JULY 1, 2014
MASTER AGREEMENT**

89. Effective July 1, 2014 the basic hourly wage rate for journeymen in the area covered will be.....\$51.77

A. Foreman shall receive not less than
12% more than the journeymen rate,
bringing the basic hourly rate to\$57.98

B. General Foremen shall receive not less than 22% more than the journeymen rate, bringing the basic hourly for General Foremen rate to\$63.16

C. Senior General Foremen shall receive not less than 30% more than the journeymen rate, bringing the basic hourly rate for Senior General Foremen to\$67.30

D. Employee Check-Off is included in the basic hourly wage rate.

E. If an Employer provides an employee with transportation from the employee’s residence to the workplace and from the workplace to the employee’s residence, the basic taxable wage will be reduced by \$.50 per hour.

WAGE INCREASE

July 1, 2015 - \$2.40 per hour increase

Allocation of increases among wages and fringes to be at the discretion of Union unless the parties mutually agree to otherwise negotiate allocation.

90. APPRENTICE WAGE RATES–MASTER LABOR AGREEMENT

Apprentice Wage Rate Schedule effective July 1, 2014

Period	Percentage	Taxable Hourly Wage	Check-Off
1 st	40%	\$20.71**	\$1.13
2 nd	45%	\$23.30**	\$1.25
3 rd	50%	\$25.89	\$1.36
4 th	55%	\$28.47	\$1.48
5 th	60%	\$31.06	\$1.60
6 th	65%	\$33.65	\$1.71
7 th	70%	\$36.24	\$1.83
8 th	75%	\$38.83	\$1.95
9 th	80%	\$41.42	\$2.06
10 th	85%	\$44.00	\$2.18

* Employee check-off is included in the basic wage rate.

** No pension contribution is required to be made during the first and second six (6) month apprenticeship periods.

**WAGE RATE SCHEDULE EFFECTIVE JULY 1, 2014
AIR CONDITIONING & REFRIGERATION SERVICE**

91. Effective July 1, 2014, the basic hourly wage rate for journeymen for Refrigeration and HVAC Service Work will be ...\$50.88

A. Foreman shall receive not less than 12% more than the journeymen rate, bringing the basic hourly rate to ...\$56.99

B. General Foremen shall receive not less than 22% more than the journeymen rate, bringing the basic hourly for General Foremen rate to ...\$62.07

C. Senior General Foremen shall receive not less than 30% more than the journeymen rate, bringing the basic hourly rate for Senior General Foremen to ...\$66.14

D. Employee Check-Off is included in the basic hourly wage rate

E. There is no deduction from the taxable wage rate for employees performing Refrigeration and HVAC Service work when an Employer provides an employee with transportation from the employee’s residence to the workplace and from the workplace to the employee’s residence.

92. APPRENTICE WAGE RATES – SERVICE & MAINTENANCE AGREEMENT – Wage Rate Schedule effective July 1, 2014 for Refrigeration and HVAC Service Work Only.

Period	Percentage	Taxable Hourly Wage	Check-Off
1 st	40%	\$20.35**	\$1.12
2 nd	45%	\$22.90**	\$1.23
3 rd	50%	\$25.44	\$1.34
4 th	55%	\$27.98	\$1.46
5 th	60%	\$30.53	\$1.57
6 th	65%	\$33.07	\$1.69
7 th	70%	\$35.62	\$1.80

8 th	75%	\$38.16	\$1.92
9 th	80%	\$40.70	\$2.03
10 th	85%	\$43.25	\$2.15

* Employee check-off is included in the basic wage rate.

** No pension contribution is required to be made during the first and second six (6) month apprenticeship periods.

**ARTICLE X
FOREMEN AND GENERAL FOREMEN**

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

A. On any job where the journeyman is given the responsibilities of a foreman by an Employer, he/she shall receive the foreman rate of pay, even if he/she is the only journeyman on the job. However, this shall not change any of the established practices in the area of this Agreement with respect to this Article.

B. Orders shall be dispatched to journeymen and/or apprentices in the following sequence: piping superintendent to senior general foreman, to general foreman, to foreman, to journeyman, to apprentice. The intent of this Paragraph is to allow supervisors to talk to employees without regard to chain of command. Orders must be given by chain of command.

C. Foremen supervising more than six (6) journeymen and/or apprentices will not be allowed to work with the tools or handle material except when instructing his/her crew or a member thereof or in an emergency.

D. A foreman cannot supervise journeymen and/or apprentices at more than one geographical location within the jurisdiction of the Collective Bargaining Agreement.

E. At any job site where there are three (3) and not more than ten (10) journeymen, one journeyman shall be selected by the Individual Employer to act as foreman and shall receive foreman's rate. Foremen will not be allowed to supervise more than ten (10) journeymen and/or apprentices.

F. Where more than ten (10) journeymen are employed on any job, foremen shall be selected by the Employer in the ratio of one foreman for each ten (10) journeymen and/or apprentices.

G. When two or more foremen are employed on a job one shall be selected to be general foreman.

H. When seventy-seven (77) or more employees covered by this Agreement are employed on one project, the Contractor shall designate a senior general foreman.

I. Senior or general foreman shall not supervise more than seven (7) foremen. If more than seven (7) foremen are required on a job there will be an additional general foreman and/or senior general foreman.

J. When additional employees are hired the same ratios in **Paragraphs 93 H** and **93 I** will apply.

K. Senior general foreman and general foreman shall not handle tools or materials or instruct journeymen and apprentices except in emergencies where the health and safety of persons or property are in danger.

ARTICLE XI APPRENTICES

94. The apprentice shall receive the percentage of the journeyman scale, in accordance with **Article IX, Paragraph 90**, depending on his/her period of apprenticeship, as well as all fringes, with the exception of the pension contribution, during the first year of apprenticeship training.

95. In order that an adequate supply of competent skilled craftspeople shall be available at all times, it is agreed that apprenticeship training shall conform to the Apprenticeship Standards prepared by the Joint Apprenticeship and Training Committee of the Plumbing and Pipe Fitting Industry, and approved by the California Apprenticeship Council.

96. The Union and Individual Employers subscribing to these apprenticeship standards or participating in the program acknowledge that this program is a joint labor and management industry enterprise, and each accepts the following responsibilities and agrees:

A. To see that all apprentices are employed, indentured, registered and trained in accordance with the provisions of these standards.

B. To see that each apprentice is provided with reasonably continuous employment.

C. To see that apprentices are assigned to work so that they can obtain diversified experience and training in all phases of the trade on the job, as well as in the related and supplemental instruction required under these standards.

D. To see that apprentices work with and under the immediate supervision of qualified journeymen who will devote the necessary time and interest to the apprentices' training.

E. To see that a record of each apprentice's training and progress is maintained.

F. To comply with the rules, regulations and decisions of the JATC.

97. Every Employer who employs one journeyman steadily may employ one apprentice. An Employer who employs three (3) journeymen steadily on new construction must employ one apprentice and, for every additional five (5) journeymen, he must employ an additional apprentice.

98. Each Employer may hire apprentices at the following ratio:

Apprentice	Journeymen
1	1
2	4
3	6

One (1) apprentice for every three (3) journeymen thereafter.

B. Under special circumstances, the SPLA Subcommittee of the Joint Conference Board can increase this ratio to no more than one (1) apprentice for every one (1) journeyman.

ARTICLE XII WORK-DAY, WORK-WEEK

99. WORK DAY: Eight (8) consecutive hours exclusive of lunch period, between 7:00 a.m. and 11:00 a.m. and from 11:30 a.m. to 3:30 p.m., shall constitute a day's work.

100. WORK WEEK: The work week shall consist of work weeks of five (5) eight (8) hour days, Monday through Friday.

101. TRAVEL TIME: Employees working under this Agreement driving trucks provided by the Individual Employer shall not drive said vehicle, if loaded with tools, material and/or equipment, more than one (1) hour before or after the established starting and/or quitting time for transportation to and from the job site only.

102. On jobs where the General Contractor's required starting time is different than 7:00 a.m. on a regular workday, the starting time for employees covered by this Agreement may be adjusted to coincide, but in no event shall the regular day start

more than one (1) hour earlier or one (1) hour later than 7:00 a.m. except as provided in shift work in this Agreement.

103. Employees shall not work more than five (5) consecutive hours before the lunch period.

104. A ten minute break or rest period shall be provided, paid for by the employer, every four (4) hours in the middle, insofar as practicable, of each four (4) hour work period. Disputes will be referred to the Joint Conference Board.

105. OVERTIME:

The first two (2) hours performed in excess of the eight (8) hour work day, Monday through Friday and the first ten (10) hours worked on Saturday shall be paid at one and one-half (1 ½) times the straight time rate. All work performed on Sundays and holidays and in excess of ten (10) hours Monday through Saturday shall be paid at two (2) times the straight time rate.

106. SHIFT WORK: When shift work is performed it must continue for a period of not less than five (5) consecutive work days.

107. The regular starting time of the first or day shift shall be 7:00 a.m.

108. If two or three 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 (15) percent. Work in excess of eight (8) hours per shift shall be paid at overtime rates, including the shift premium rate.

109. If three 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 of the Local Building Trades in which the job is located.

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

111. JOBBING AND REPAIR: The regular workweek shall consist of forty (40) hours, Monday 7:00 a.m. to Friday 3:30 p.m. or Tuesday 7:00 a.m. to Saturday 3:30 p.m. with two (2) consecutive days off.

112. OVERTIME JOBBING AND REPAIR: All time worked in excess of the work week or work day provided for in **Paragraph 111** and all work performed on Sundays and holidays shall consist of overtime and shall be paid for at one and one-half (1 ½) times the straight time hourly wage rate.

113. Jobbing and repair employees and their trucks must be registered with the Union.

114. STARTING TIME – CLEAN UP: Journeymen and/or apprentices shall not report to the Employer's shop or yard for work prior to ten (10) minutes before regular starting time and shall be allowed sufficient time to put any tools and equipment away, clean up and check out during the regular shift period.

115. HOLIDAYS: Holidays shall be:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Fourth of July
- Friday Before Labor Day
- Labor Day
- Thanksgiving Day
- The Friday Following Thanksgiving Day
- The Day Before Christmas Day
- Christmas Day
- Day Before New Year's Day

116. 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 also be considered a holiday; and when a holiday falls on Thursday, the following Friday shall also be considered a holiday. All Fridays immediately prior to Monday holidays (except when Christmas Eve and New Year's Eve fall on a Monday) shall be considered holidays. Work performed on such days shall be paid for at double the proper rate as outlined in **Article IX**. No work shall be required on Labor Day except in the event of extreme emergency.

117. OVERTIME MEAL BREAK: When two (2) or more hours on overtime is required by the Individual Employer after the regular workday, journeymen and/or apprentices shall receive one-half (1/2) hour lunch period at double the rate of pay as outlined in **Article IX** with no loss of time and for each additional four (4) hours worked journeymen and/or apprentices shall receive one-half (1/2) hour lunch period at double the proper rate of pay with no loss of time. (The intent of this paragraph is to require that the employee be provided the paid meal break (1/2 hour at double the rate of pay) only when the employee is returning to work after the paid meal break). A minimum of two (2) hour's pay at double the proper rate of pay shall be provided journeymen and/or apprentices when reporting for overtime work. When overtime is required by the Individual Employer on new work the minimum overtime shall be one (1) hour at the applicable overtime rate.

118. OVERTIME APPROVAL REQUIREMENT: There shall be no overtime worked on new construction when men are available in the hiring hall unless permission is first obtained from the Union Office, except in the case of emergency where the health and safety of persons or property are endangered.

119. SHOW UP PAY: Any journeyman and/or apprentice after reporting to work at the regular starting time and for whom no work is provided shall receive not less than four (4) hours at the proper rate of pay. If more than four (4) hours are worked in any one day the journeyman or apprentice shall receive no less than eight (8) hour pay at the proper rate.

120. 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.

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

C. EXCEPTION: The Employer shall not be required to pay employees when no work is available due to inclement weather conditions, provided that employees have been notified by the end of the shift the day before. If the employee reports for work anyway, he shall be paid for actual work performed.

121. PAYDAY: Payday shall be once each week not more than three (3) days following the end of the weekly payroll period, excluding Saturdays, Sundays and holidays. The payday may be extended to not more than five (5) days with consent of the Union. Journeymen and/or apprentices are to be paid during the regular shift whether working in a shop, the Employer's yard, or in the field. If a regular payday falls on a holiday, the day before the holiday shall be designated as payday.

A. The intent of this paragraph is that an employee shall not work more than 24 hours in a workweek without receiving a check that week for hours in excess of 24 hours earned in that week.

B. Workmen shall be given no less than two (2) hours' notice of termination.

122. Employees failing to receive their pay by the end of the shift shall be paid an additional eight (8) hours pay. In addition, employees shall receive eight (8) hours

pay for every twenty-four (24) hour period they do not receive their pay in full. This paragraph shall apply for:

- A. Failure to issue negotiable payroll checks.
- B. Failure to comply with the provisions of **Article II, Paragraphs 9 and 10** of this Agreement.
- C. Failure to comply with the provisions of **Article VI and VIII** of this Agreement (Employer Payments to Trust Funds).
- D. Failure or refusal of the Employer or an Individual Employer to comply with the decisions of a Joint Conference Board or arbitrator.

123. A Contractor may be absolved of any liability if the Joint Conference Board determines just cause.

124. Any and all deductions from an employee's pay, including but not restricted to those items that are applicable for income tax purposes, shall be noted on a perforated and detachable portion of each paycheck. When an employee receives his/her pay by check, money order or other means he/she shall receive at the same time an itemized statement of all such deductions.

125. PAY AT LAYOFF OR DISCHARGE: When employees are laid off or discharged, they must be paid wages due them immediately at the time of lay-off or discharge in compliance with the California State Labor Code.

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

127. Employees shall be allowed time off to vote in accordance with California law.

ARTICLE XIII TRAVEL ALLOWANCE AND SUBSISTENCE

128. Individual Employers shall have the right to move journeymen and/or apprentices from job to job within the area of this Agreement provided that the Contractor shall give telephone notice of such transfer to the Union. However, such

journeymen and/or apprentices shall not be required to furnish their own means for traveling between jobs or job sites during the working day.

129. It is agreed that when an employee is directed by an Individual Employer to travel to a job outside of U.A. Local. No. 159's jurisdiction that is forty (40) or more miles distant from 1308 Roman Way, Martinez, California that does not require the employee to stay overnight, such employee shall be paid, in addition to his/her regular wages and fringes, an amount equal to his/her regular hourly rate of pay of wages and fringes for travel time in excess of one (1) hour each way. It is agreed one (1) hour is the time required to travel forty (40) miles.

130. It is agreed that when an employee is directed by an Individual Employer to travel to a job away from his/her home to an out-of-town job, or from one out-of-town job to another, and such move requires the individual to change his residence or stay overnight, the Individual Employer shall pay transportation expenses, meals, subsistence and travel time based on the location of the new job not to exceed eight (8) hours in any one calendar day. It is agreed that the intent of this paragraph is to express the obligation of the Individual Employer to transport the employee to jobs outside the jurisdiction of the Local Union in which he has been working when he is directed by the Individual Employer to so move.

ARTICLE XIV NO CESSATION OF WORK

131. It is mutually agreed that during the period this Agreement is in force and effect neither the Employer nor any Individual Employer will authorize any lockout and no Individual Employer will lock out his employees and the union will not strike, or stop work in any dispute, complaint or grievance arising under the terms and conditions of this Agreement, except where such disputes, complaints or grievances concern the interpretation, application or compliance with any provision(s) 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 paid at the same time and under the same conditions as payroll.
- C.** Failure to comply with the provisions of **Article II, Paragraphs 8 and 9** of this Agreement.
- D.** Failure to comply with the provisions of **Article VI and VIII** of this Agreement (Employer Payments to Trust Funds, Credit Union and Employee Check-Off Plan).

E. Failure or refusal of the Employer or Individual Employer to comply with the decisions of Joint Conference Board or arbitrator

F. As to any such Individual Employer who shall fail or refuse to comply with the provisions of these paragraphs, or any of them so long as such failure or refusal continues, it shall not be a violation of this Agreement if the Union withdraws employees who are subject hereto from the performance of work of such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employees shall be entitled to claim or receive any wages except as provided in **Article VI** of the Agreement.

Exceptions A, B, C and E shall not apply in cases of proven clerical error and other circumstances beyond the employer's control acceptable to the Joint Conference Board.

ARTICLE XV FABRICATION

132. Fabrication is defined to mean cutting, threading, and/or joining together by any means or method all kinds of pipe, regardless of its composition.

133. EXCEPTIONS TO FABRICATION REQUIREMENTS:

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

B. Materials which may have at one time been fabricated on the job site, but which now are commonly available from several different manufacturers, shall be acceptable for use if the dimensions are set and not subject to field revisions.

134. All pipe fabrication for specialty units, service facilities, or heating or air-conditioning equipment used as building facilities or manufacturing establishments, which has been normally and traditionally ~~been~~ performed by employees covered by this Agreement, shall continue to be performed by them.

135. The following items must be fabricated either on the job site or in the Contractor's Shop or yard within the area covered by this Agreement, except as provided in **Paragraph 133 or 135(A) below:**

- a.** All hangar rods.

b. All welded, soldered and/or brazed pipe formations, two inches (2”) and under, including residential construction and radiant heating.

c. The caulking up or putting together by other means of all soil and/or waste pipe regardless of composition of material, including durham for single family residential construction and all screwed pipe two and one-half (2 ½”) and over.

d. All durham pipe two and one-half inches (2 ½”) and over.

e. All welded, soldered or brazed pipe formations.

f. Radiant heating pipe.

g. All other screwed pipe for whatever purpose used.

h. All soil and/or waste pipe cut to length only.

i. Knee braces, brackets, stands and custom-made pipe hangers.

135 (A). Out-of-Area Fabrication- see Appendix “B”, page 63.

136. The provisions of this Article shall be enforced only to the extent necessary to protect and preserve to the employees in the Multi-Employer Collective Bargaining Unit covered by this Agreement the aforesaid work of fabrication, which has normally and traditionally been done by them.

ARTICLE XVI WORKING CONDITIONS

137. EMPLOYER WORKING WITH TOOLS: One employer per company may work with the tools of the trade. An Individual Employer shall include any RME or RMO or any person holding a state contractor’s license to perform work covered by this Agreement, and any person who by himself or through a member of his immediate family owns shares in, is a general or limited partner of, or participates in a profit sharing scheme of a firm which performs work covered by this Agreement.

138. There shall be only one working Employer performing work per firm and his name shall be registered with the office of the Local Union. No Employer shall perform work outside the regular working hours without first notifying the Union, except in the case of emergency work when it is impossible to notify the Union before the work is started in which case notification must be made on the next day.

139. No Employer shall work on new construction except as provided herein.

140. Each Individual Employer shall have a valid state license covering the work under the jurisdiction of the United Association, together with a current state license. The Contractor shall upon request show proof of insurance coverage for workmen compensation.

141. SUB-CONTRACTING: None of the work covered by this Agreement, which is performed at the site of construction nor any alteration, painting or repair to any building or structure or other work, shall be subcontracted by any Employer except to an Employer who is included within the Multi-Employer Collective Bargaining Unit covered hereby, or is otherwise bound to this agreement or any counterpart.

A. No employer shall require any employee covered by this Agreement to work at the same job site at the same time or times as the employee or employees of any other Contractor whose wages, hours and conditions of employment are less favorable than the wages, hours and conditions of employment of employees generally in the same craft in the area covered by this Agreement. Furthermore, recognizing the “special problems” in the Construction Industry based upon the close relationship between Contractors and Sub-Contractors at the job site of the construction, alteration, painting or repair of a building, structure, or other such work and the friction that is created when Union and non-Union employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any such construction site where non-Union employees are employed and which would require the employee to work “shoulder to shoulder” or alongside the non-Union employee or employees, or refuses to remain on such a job site when non-Union employees are engaged in such construction on the job site. This clause shall apply only to job sites where the Union’s members are working, whether it be on a construction site of the Employer or any site within Local Union. No. 159’s jurisdiction.

B. It is agreed that this provision shall be enforced only to the extent necessary to protect and preserve to the employees in the Local 159 Multi-Employer Collective Bargaining Unit all of the work which has normally and traditionally been performed by them.

142. EMPLOYEES MAY NOT ACT AS CONTRACTORS: No journeyman and/or apprentice that is registered shall sub-contract or lump the installation of plumbing, heating, pipe work, or any other work in the area covered by this Agreement, or work in any shop where sub-contracting is practiced by journeymen and/or apprentices.

A. No journeyman and/or apprentice that is registered in the hiring hall or employed by a Contractor signatory to this Agreement shall work for themselves or work directly for an individual or serve as a “Sub-Contractor” or work as a “Contractor” or make a practice of doing work after hours or on Sunday or holidays except as expressly authorized under the terms of this Agreement.

143. CODE COMPLIANCE: Individual Employers shall direct, and journeymen shall perform and install work in accordance with all laws pertaining to the Plumbing, Heating and Pipefitting Industry, including all safety and health requirements and in compliance with the current provisions of the California Plumbing Code and Installation Standards for the area in which the work is performed.

144. Employees shall not install any new construction pipe work under any building, the bottom of which floor joists are less than thirty (30) inches minimum from the ground and where flooring has been laid, nor shall any piping be installed where mud and water or other conditions make such installation injurious to the health of the worker, except that this shall not apply to piping which has previously passed inspection or where the installation of such piping is necessary for the health and welfare of the occupants of the building.

145. DRINKING WATER: An adequate supply of cold, potable drinking water shall be available to employees on all job sites near where the employees are working. When water is supplied on the job in containers, the Contractor shall furnish paper cups to the employees or shall have an approved type of drinking fountain with rim guard to prevent the spread of communicable diseases.

146. PROTECTIVE CLOTHING AND EQUIPMENT: Journeymen and/or apprentices required to work in any area where they are exposed to acids, caustics, rain, adverse weather conditions or any other hazardous conditions, shall be provided protective clothes and equipment by the Employer, including gloves. Employees will wear all OSHA required safety equipment.

147. The cost of work clothing or other wearing apparel lost by the employees due to acids or other unnatural hazard shall be refunded by the Employer.

148. All authorized expenditures for telephone calls, transportation, travel card dues, etc. incurred as legitimate job expense by journeymen and/or apprentices shall be refunded by the Employer.

149. TOOLS AND EQUIPMENT:

A. No employee shall be permitted to furnish, rent or loan any tools or equipment to his Employer and shall not be required to deposit any money to guarantee the safety of any tools or equipment.

B. Employees will be responsible for the hand tools and tool box and lock for which they sign. Such hand tools shall be limited to the following: Hammers, screw drivers, pliers, channel locks, levels, tape measures, crescent type wrenches, ratchet wrenches, chisels, pipe wrenches up to and including 18", tubing cutters for up to 2" pipe, hand saws that will fit inside the tool box and nail pullers. Employees may transport such tools in their own vehicles.

C. Abuse of tools is grounds for disciplinary action.

D. WELDING EQUIPMENT EXCEPTION: Employees may furnish their own hoods and goggles. The Employer shall furnish clear glass and colored lens for the hoods and goggles, gloves, and shall furnish helmets to the journeymen and apprentices for their protection.

150. No employee will sign any form or affidavit other than those required by Federal or State law, unless the form, affidavit or document has been first approved in writing by the Union. Any form, affidavit or document signed without the proper written approval of the Union will be null and void. The Union agrees to review any form, affidavit or document that Employers present. If employee signatures on such forms are a reasonable business necessity, and, in the judgment of the Union are not unduly burdensome on employees, the Union will give written approval for Employers to require employees to complete and sign such documents as a condition of employment.

151. UNION ACCESS TO JOB: Authorized representatives of the union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Union representative complies with customer rules.

152. NO USE OF EMPLOYEE VEHICLES: No employee shall be permitted to use his/her vehicle to carry any tools or material to or from the shop or job, unless otherwise permitted in this Agreement.

153. EMPLOYER VEHICLES: An Employer's vehicle transporting journeymen and/or apprentices shall be driven by a competent driver. No journeyman and/or apprentice shall accept transportation in an Employer's vehicle unless it is satisfactorily closed against the elements of the weather. Any such vehicle shall be provided with seats or benches. Journeymen and/or apprentices are expressly

forbidden to ride in the bed of trucks carrying gasoline, solvents, pipefitting equipment or material as cargoes. No employee shall drive or ride in an Employer's truck unless the truck is identified by a sign and number, on both sides of the truck and legible at one hundred (100) feet, painted on or permanently attached, displaying the name of the firm by whom the employee is employed. Any vehicle carrying material or equipment for use on work covered by this Agreement shall also be identified in the same manner as herein described.

154. No employee will ride in or drive in an unsafe vehicle.

155. An employee shall not make material estimates for an Employer unless he receives the appropriate rate of pay (i.e. Journeyman, Foreman, etc.). No employee shall be allowed to list material from plans or in any other manner before or after regular working hours.

156. The handling and distribution of all tools, material, fixtures and appliances from the shop, warehouse or job site (whichever shall be the first point of destination) shall be the work of employees under the jurisdiction of this Agreement. Warehouse, job site or shop to be expressly understood to cover all portions of such plant or area where the work is being performed except the first drop. For the purpose of this paragraph the first drop shall be defined as delivery of tools, material, fixtures and appliances to a job or job site from a manufacturer or wholesale house. This does not include on-site distribution.

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

A. The Steward shall be the last employee laid off or transferred, excluding supervision. If transferred, the steward shall be the first employee returned to the job. The steward shall be given the opportunity to work on any overtime provided the steward is competent and capable of such.

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

158. When full lengths of pipe eight (8) inches in diameter and over are to be installed, pipe handling equipment must be used.

ARTICLE XVII FAVORED NATION

159. No Individual Employer party to this agreement shall be required to pay higher wages or be subject to less favorable working conditions on any one job or project than those applicable to other individual employers employing workmen on similar work in the same locality.

160. When a project to be constructed in the area covered by this Agreement 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. Consideration of a Special Project Agreement will be expedited through a subcommittee of the Joint Conference Board comprised of the Local 159 Business Manager and the Chairman of the NCMCA.

161. The favored nation provision shall not apply to the work performed under a Special Project Agreement.

ARTICLE XVIII WARRANTY

162. Each of the parties to this Agreement warrants and agrees it is under no disability of any kind, whether arising out of the provisions of the Articles of Incorporation, constitution, by-laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement. Each of the parties to this Agreement warrants and agrees further that it will not by the adoption or amendment of any provision of its Articles of Incorporation, ownership, or change in geographic location, constitution or by-law take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof.

163. The warranties and agreements contained in this paragraph are made by each of the signatories on its own behalf of each organization for which it is acting. The individuals signing this Agreement in their official capacity, and the signatories hereto, hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent, and the Union on whose behalf the said parties are signing the said Agreement.

**ARTICLE XIX
GENERAL SAVINGS CLAUSE**

164. Should any of the foregoing articles or paragraphs be found to be in violation of any Federal, State, County or Municipal Law, such changes as are necessary will be made to conform to such applicable law by mutual consent of the parties hereto. Any such violation and/or consequent modification shall not invalidate the other parts of this Agreement.

**ARTICLE XX
FIFTY-TWO POINTS OF JURISDICTION**

165. 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, Canada and Local 159.

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 tin coil 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 whether screwed or welded.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas used in connection with railway cars, railway motor cars and railway locomotives.
16. All marine piping and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collection 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, condensate equipment, pumps, condensers, coolers, and all piping

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

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

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

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

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

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

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

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

31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air 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 waterfalls), make-up water fountains, captured waters, water towers, cooling towers and spray ponds used for industrial manufacturing, commercial, or for any 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.

51. Without limiting or modifying the foregoing 50 points of jurisdiction in any way, it is agreed that in the construction of water treatment plants, wastewater (i.e. sewage) treatment plants, water reclamation plants, and all pumping facilities related to such plants, for work performed both inside and outside of buildings, this Master Labor Agreement will govern the unloading, distribution, fabrication, installation and testing of all process piping, soil, waste, vent, drain, vacuum, chemical, gas, petrochemical, domestic and process water piping, valves, hangers and supports, temporary piping of every description, pneumatic instrumentation and controls, hydraulic piping and tubing, all mechanical process equipment, including the setting of pumps, compressors, boilers, heat exchangers, centrifuges, heaters, tanks, chlorinators, ejectors and blowers integral to the piping system and all related piping thereof including all accessories and appurtenances for mechanical process equipment.

A. Without limiting or modifying the foregoing 52 points of jurisdiction in any way, it is agreed that this Master Labor Agreement will govern the unloading, distribution and installation of Medical headwall units.

B. Without limiting or modifying the foregoing 52 points of jurisdiction in any way, it is agreed that this Master Labor Agreement will govern the unloading, distribution and installation of laboratory and cup sinks, regardless of composition, faucets and lab turrets and racks for compressed gas cylinders.

52. The physical layout of piping, plumbing and all related mechanical systems, including seismic bracing, performed on-site.

**ARTICLE XXI
OCCUPATIONAL SAFETY & HEALTH**

166. Individual Employers shall direct and journeymen and/or apprentices shall perform work in accordance with all existing Federal and State laws pertaining to safety and health requirements and regulations covering this work .

167. ACCIDENT RECORD KEEPING & REPORTING REQUIREMENTS:

When an employee is injured on a job seriously enough to necessitate medical treatment, the injured employee shall be paid for the entire work day for the date the injury occurred. The employee shall be accompanied to the hospital or physician's office by the steward, if available, or another employee, or by a representative of the employer. The employee accompanying the injured member shall be compensated for lost time.

A. Where required by law, the Federal "Drug-Free Workplace Act" shall apply.

B. Addendum-A, Plumbers and Steamfitters Local 159 Uniform Substance Abuse Policy is adopted and incorporated herein by reference.

ARTICLE XXII EFFECTIVE AND TERMINATION DATE

168. This Agreement shall continue in full force and effect as of midnight, June 30, 2013 through midnight June 30, 2016 and thereafter, from year to year unless either party shall, not less than sixty (60) days, or more than ninety (90) days prior to midnight, June 30, 2016, 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 agreed to in writing by the parties signatory to this Agreement. For purposes of this paragraph, notice to NCMCA, GBA and UMIC shall be deemed notice to all Individual Employers signatory or otherwise bound to this Agreement.

169. It is agreed that in the event either party should exercise its rights under this Article, they will for a period of sixty (60) days after receipt of such notice, bargain exclusively with each other with respect to wage rates, fringe benefits, working conditions or any of them, as specified in the opening notice. In the event that no Agreement has been reached at the end of the sixty (60) day period, this Agreement shall become inoperative and either party may strike or lockout or engage in other lawful use of economic force in support of its demands.

170. No agreements or promises contained herein to make any payments of wage or fringe benefits shall become effective nor shall any such payments be made if on the effective date thereof they are in violation of any law.

SIGNATURE PAGE

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

**LOCAL UNION NO. 159
OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA**

Aram Hodess, Business Manager

**NORTHERN CALIFORNIA MECHANICAL
CONTRACTORS ASSOCIATION**

Scott Strawbridge, Executive Vice President

SIGNATURE PAGE

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

**LOCAL UNION NO. 159
OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA**

Aram Hodess, Business Manager

**PLUMBING-HEATING-COOLING CONTRACTORS ASSOCIATION OF
THE GREATER BAY AREA, INC.**

Roger Kligen, President

SIGNATURE PAGE

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

**LOCAL UNION NO. 159
OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA**

Aram Hodess, Business Manager

INDUSTRIAL CONTRACTORS UMIC, INC,

Michael J. Vlaming, Chairman

**INDIVIDUAL SIGNATURE PAGE - LOCAL 159
MASTER LABOR AGREEMENT**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Master Labor Agreement between the **NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION (NCMCA), PLUMBING-HEATING-COOLING CONTRACTORS ASSOCIATION OF THE GREATER BAY AREA INC. (GBA), INDUSTRIAL CONTRACTORS UMIC, INC. (UMIC)** and **LOCAL 159 OF THE UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING and PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO** and as said Agreements may be amended, renewed or extended from time to time during the term of this Agreement.

This Agreement shall be effective as of the date signed and shall remain in full force and effect until midnight June 30, 2016, and shall continue thereafter for the term of any future modifications, changes, amendments, extensions or renewals of the Master Labor Agreement unless one of the parties hereto gives written notice to the other party of a desire to terminate, change or modify the terms of said Master Labor Agreement which notice shall be given at least sixty (60) days, but in no event more than ninety (90) days, prior to June 30, 2016 except as otherwise mutually agreed to *in writing* by the parties signatory to this Agreement.

The undersigned Individual Contractor hereby designates **NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION (NCMCA)** as its bargaining agent with the **UNION**, becomes a party to the Multi-Employer Unit represented by (NCMCA) and appoints the Association appointed Trustees, Board Members and Committee Members required by the Agreements to act on its behalf pursuant to said Agreement.

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

Firm Name: _____

By: _____

Address: _____

Individual _____ Corporation _____ Partnership _____

Telephone _____ Date _____

State Contractors License Number _____

UA Local 159 By: _____

**INDIVIDUAL SIGNATURE PAGE - LOCAL 159
MASTER LABOR AGREEMENT**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Master Labor Agreement between the **NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION (NCMCA), PLUMBING-HEATING-COOLING CONTRACTORS ASSOCIATION OF THE GREATER BAY AREA INC. (GBA), INDUSTRIAL CONTRACTORS UMIC, INC. (UMIC)** and **LOCAL 159 OF THE UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING and PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO** and as said Agreements may be amended, renewed or extended from time to time during the term of this Agreement.

This Agreement shall be effective as of the date signed and shall remain in full force and effect until midnight June 30, 2016, and shall continue thereafter for the term of any future modifications, changes, amendments, extensions or renewals of the Master Labor Agreement unless one of the parties hereto gives written notice to the other party of a desire to terminate, change or modify the terms of said Master Labor Agreement which notice shall be given at least sixty (60) days, but in no event more than ninety (90) days, prior to June 30, 2016 except as otherwise mutually agreed to *in writing* by the parties signatory to this Agreement.

The undersigned Individual Contractor hereby designates **PLUMBING, HEATING AND COOLING CONTRACTORS ASSOCIATION OF THE GREATER BAY AREA (GBA)** as its bargaining agent with the **UNION**, becomes a party to the Multi-Employer Unit represented by **GBA** and appoints the Association appointed Trustees, Board Members and Committee Members required by the Agreements to act on its behalf pursuant to said Agreement.

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

Firm Name: _____

By: _____

Address: _____

Individual _____ Corporation _____ Partnership _____

Telephone _____ Date _____

State Contractors License Number _____

UA Local 159 By: _____

**INDIVIDUAL SIGNATURE PAGE - LOCAL 159
MASTER LABOR AGREEMENT**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Master Labor Agreement between the **NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION (NCMCA), PLUMBING-HEATING-COOLING CONTRACTORS ASSOCIATION OF THE GREATER BAY AREA INC. (GBA), INDUSTRIAL CONTRACTORS UMIC, INC. (UMIC)** and **LOCAL 159 OF THE UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING and PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO** and as said Agreements may be amended, renewed or extended from time to time during the term of this Agreement.

This Agreement shall be effective as of the date signed and shall remain in full force and effect until *midnight* June 30, 2016, and shall continue thereafter for the term of any future modifications, changes, amendments, extensions or renewals of the Master Labor Agreement unless one of the parties hereto gives written notice to the other party of a desire to terminate, change or modify the terms of said Master New Construction Agreement which notice shall be given at least sixty (60) days, but in no event more than ninety (90) days, prior to June 30, 2016, except as otherwise mutually agreed to *in writing* by the parties signatory to this Agreement.

The undersigned Individual Contractor hereby designates **INDUSTRIAL CONTRACTORS UMIC, INC.**, as its bargaining agent with the **UNION**, becomes a party to the Multi-Employer Unit represented by **UMIC** and appoints the Association appointed Trustees, Board Members and Committee Members required by the Agreements to act on its behalf pursuant to said Agreement.

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

Firm Name: _____

By: _____

Address: _____

Individual _____ Corporation _____ Partnership _____

Telephone _____ Date _____

State Contractors License Number _____

UA Local 159 by: _____

APPENDIX “A”
RESIDENTIAL AMENDMENT

This Appendix “A” is a Residential Amendment to the Master Labor Agreement (“MLA”) between UA Local Union No. 159 and the respective Associations signatory to the Master Labor Agreement (**NCMCA, GBA and UMIC**), and the Individual Employers signatory thereto. The MLA provisions apply to all matters not expressly addressed in this Appendix “A”.

1. This Amendment shall be limited to Residential work described as follows: Residential shall include, but not be limited to, single family residential units, condominiums, townhouses, apartment houses, motels and mobile home and/or parks, not exceeding four (4) stories in height.

2. OVERTIME: Overtime rates for the work covered by this Amendment shall be as follows: The first two (2) hours performed in excess of the eight (8) hour workday, Monday through Friday shall be paid at one and one-half (1 ½) times the straight time rate. The first ten (10) hours on Saturday shall be paid at one and one half (1 ½) 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. All fringes on overtime are to be paid at the straight time rate except Defined Contribution (Group A1-A9) which shall be paid at the applicable overtime rate.

A. VOLUNTARY MAKE-UP DAY: Employees may voluntarily work on Saturdays for straight-time wage and fringe for the first eight (8) hours in the event they have missed work in the preceding week due to inclement weather. The Local must be notified of who and where the employees are working.

B. OPTIONAL HOLIDAY: Employees may voluntarily work on the Friday before a Monday holiday for straight-time wages and fringes.

3. RESIDENTIAL FREEDOM OF MOVEMENT: The following provision shall apply only to an Individual Employer who is signatory to this Master Labor Agreement and whose principal place of business is within any UA jurisdiction that may adopt the equivalent provisions. These UA Labor Agreements must have equivalent provisions for signatory contractors for freedom of movement as provided in this Agreement.

A. An employer whose place of business is located outside the jurisdiction of Local 159 is free to bring in all employees of any of the sub classifications and Building Trades Journeymen and/or apprentices provided for in this agreement at ratios and wages equal to but not to exceed those ratios noted herein. Ratios for an employer will be calculated on a county wide basis.

B. All other employees will be dispatched from the Local area Hiring Hall Out-Of-Work list.

C. All employees performing off-site pre-fabrication work shall be from the Employer's regular covered workforce. The regular covered workforce shall mean employees who have worked for the Employer at least 500 hours during the previous 24 months on work covered by this Agreement. They shall be paid at a rate not less than the total cost package and classification ratios provided in the Residential Agreement and/or Residential Amendment to the Master Agreement where the work is being installed. At written request of the Local Union, the Employer will supply certified payroll as proof of compliance of this provision. The items must be fabricated in the Employer's shop or yard within UA jurisdictions having equivalent provisions in their Labor Agreement.

D. Residential projects covered by Special Project Labor Agreement or wage or fringe "targeting" from any source are not subject to the Freedom of Movement provisions outlined in **Section 3(A)**.

E. Employees being brought into another local union's jurisdiction under this Freedom of Movement provision will be dispatched out of the local having jurisdiction where the work is being performed. All hours worked will be reported to the Trust Funds of the local union where the work is being performed.

F. The parties agree to develop a process that will monthly track where the dispatched U.A. members working Residential work are currently working. The intent is not to use the U.A. travel card system.

4. FOREMAN: If the employer determines that a foreman is required, the selection of a foreman shall be made from the journeymen employees and shall be the responsibility of and at the sole discretion of the employer

A. On a Residential project, when five (5) or more employees covered by this Appendix are employed, one employee, excluding apprentices shall be designated the Lead-man and shall be paid no less than the Local 159 Residential Journeyman wage along with his particular classification's fringe package. The Lead-man may oversee two residential projects.

5. PROVISIONAL JOURNEYMAN

A. There shall be established a classification, Provisional Journeyman. Provisional Journeymen shall provide proof that they have worked at the trade for no less than five (5) years with at least 1200 hours worked per year.

B. They must have either taken required upgrade courses through the JATC and passed a Provisional Journeyman upgrade exam given by the Local 159 Examining Board or been organized as Provisional Journeymen or sponsored by their employer. If organized, they will serve a six (6) month probationary period.

C. They will be paid no less than the Residential Journeyman wage and fringe package.

D. To upgrade to full Building Trades Journeyman and be eligible for dispatch to commercial projects, a Provisional Journeyman must attend required training classes provided by the JATC, work no less than two years as a Provisional Journeyman (which will include their probationary period) with at least 1200 hours worked per year and pass a Building Trades Journeyman upgrade exam as agreed to by the JATC.

E. Provisional Journeymen will be considered journeymen for the purposes of meeting crew ratios covered by this Residential Addendum

F. Residential Specialists with five (5) years' experience who pass the Provisional Journeyman test will be re-dispatched as Provisional Journeymen when an employer needs a Journeyman to meet crew ratios.

6. WAGES

A. FOREMEN: Effective November 1, 2013, the basic hourly wage rate is \$38.26.

B. JOURNEYMEN RESIDENTIAL PLUMBER: Effective November 1, 2013, the basic hourly wage rate is \$34.16.

C. APPRENTICE RESIDENTIAL PLUMBER: Effective November 1, 2013, the Apprentice wage rate schedule is:

Period	%	Hourly Wage Rate	Check Off *
1 st	45%	\$15.37**	\$0.74
2 nd	50%	\$17.08**	\$0.82
3 rd	55%	\$18.79	\$0.90
4 th	60%	\$20.50	\$0.97
5 th	65%	\$22.20	\$1.05
6 th	70%	\$23.91	\$1.13
7 th	80%	\$27.33	\$1.28

8 th	85%	\$29.04	\$1.36
9 th	90%	\$30.74	\$1.43
10 th	95%	\$32.45	\$1.51

*Employee Check-Off is included in the Basic Hourly Wage Rate

**No Pension Contribution

D. The first two apprentices dispatched under the terms of Appendix “A” may be name called. Thereafter, apprentices will be dispatched under Appendix “A” on a 25/75 name call basis

7. NEGOTIATED INCREASES: Negotiations to amend this Appendix “A” will commence no earlier than 90 days prior to nor later than 60 days prior to October 30, 2014, October 30, 2015, June 30, 2016 or June 30th (anniversary date) of any subsequent year, or as otherwise mutually agreed to by the parties.

In the event the parties are unable to reach agreement on a wage package increase by the respective anniversary date, the issue will be submitted to binding arbitration before Arbitrator John Kagel. If arbitrator Kagel is not available, then the matter will be submitted to Arbitrator Barry Winograd.

The matter will be heard within 45 days of the anniversary date if possible and will be decided within 30 days thereafter. In any such arbitration, the sole issue for the Arbitrator to decide will be the amount of the wage increase. Any increase awarded by the Arbitrator will be retroactive to November 1, 2014, November 1, 2015, or any anniversary date thereafter.

Allocation of increases to be at discretion of the Union.

8. FRINGE BENEFITS:

FOREMAN and JOURNEYMAN (RESIDENTIAL WORK)

Effective November 1, 2013 fringe benefits for Foreman and Journeyman Residential Plumber shall be as follows:

A. Health & Welfare	.....	\$8.56
B. Apprenticeship Training	.....	\$0.90
C. Contract Administration Fund	.....	\$0.10
D. To the Local 159 Voluntary Political	.....	\$0.05

Action Committee where Individual
Employee Authorization is provided

E. Defined Benefit	.....\$5.43
F. JLM Trust	.....\$0.30
G. Health Reimbursement Account	.....\$1.00
H. U.A. LOCAL 159 Defined Contribution Plan: See ARTICLE VI (60B) of the Master Labor Agreement	

All fringes on overtime are to be paid at the straight time rate except Additional
Defined Contribution (Group A1 – A9) which shall be paid at the applicable overtime
rate.

* No pension contributions shall be required to be made on behalf of apprentices
during their first and second 6th month apprenticeship periods.

**NOTE: Section 120 B of the Master Labor Agreement does not apply to
Appendix A.**

9. RESIDENTIAL SPECIALIST

A. On the construction of single-family homes, there shall be a Building
Trades, Residential Division classification established of Residential Specialist.
These individuals can perform the total scope of residential work covered in
Appendix “A” only on single-family homes. The Employer agrees to hire and the
Union agrees to recruit Residential Specialists. In order to meet demands for local
hire, new Trainees without experience must first be obtained by employers working
on projects with local hire provisions from a list of applicants maintained by Local
159.

The Union and the Employer agree to recruit such employees from within the
geographical jurisdiction of Local 159 and to seek to first recruit those employees
who have a minimum of four (4) years residential experience in the geographic
jurisdiction. (NOTE: For organizing purposes, prospective Residential Specialists
may sign the out-of-work list and be name-called). Employers are limited to a 30-day
trial for newly organized trainees and residential specialists dispatched under this
procedure. No fringe payment is due for this period unless employment is continued.
If employment is continued, fringes will be paid to the Trusts from the first day of
employment.

The Union has the option to provide current building trades journeyman the opportunity to go to work under this classification. In no case shall that journeyman be paid less than \$25.00 per hour, taxable wage with the Residential Specialist's fringe package. The Union shall establish a separate out-of-work list for the Residential Specialist.

B. The employer may employ one (1) Residential Specialist for each Journeyman and each Apprentice plumber employed. However, in the event qualified Building Trades Journeymen or apprentices are not available for dispatch, employers will be free to employ additional Residential Specialists exceeding the described ratios. In the event of a layoff, an employer will be required to first layoff Residential Specialists until ratios are reestablished.

C. Residential Specialists will not be restricted from performing Service and Repair work. Residential Specialists doing Service and Repair work will not be included in the ratios of journeymen and apprentices performing construction work.

D. RESIDENTIAL SPECIALIST AND TRAINEE WAGES:

Upon first being employed, those workers without new, single-family housing construction experience will be Residential Trainees and may be employed at no less than \$13.64 an hour for the first six-months of their employment and no less than \$14.55 an hour for the second six months. Those new employees with at least six-months' prior single-family housing construction experience will receive no less than \$16.01 an hour. No current employee will realize a wage reduction during the term of the Agreement.

Residential Specialist cannot individually negotiate lower wage rates with employers. Changes to wage and fringe rates may only be negotiated between the Union and employers.

Residential Specialists who have been dispatched between September 30, 2012 and October 1, 2013 shall be restored to their last U.A. Local 159 dispatch rate. Residential Specialists who have been unemployed and not dispatched since September 30, 2012 will be dispatched at the rate agreed upon by the Employer and the Union.

E. RESIDENTIAL SPECIALIST FRINGE

Effective November 1, 2013 fringe benefits for Residential Specialist shall be as follows:

A. Health & Welfare (First year)	.....	\$7.86
Health & Welfare (thereafter)	.....	\$8.36
B. Training	.....	\$0.10
C. Contract Administration Fund	.....	\$0.05
D. To the Local 159 Voluntary Political Action Committee where Individual Employee Authorization is provided	.....	\$0.05
E. Defined Benefit (First year)	.....	\$0.25
Defined Benefit (thereafter)	.....	\$0.64
F. JLM Trust	.....	\$0.30
G. Health Reimbursement Account	.....	\$1.00
H. U.A. LOCAL 159 Defined Contribution Plan: See ARTICLE VI (60B) of the Master Labor Agreement. All fringes on overtime are to be paid at the straight time rate except Additional Defined Contribution (Group A1 – A9) which shall be paid at the applicable overtime rate.		

* No pension contributions shall be required to be made on behalf of apprentices during their first and second 6th month apprenticeship periods.

NOTE: Section 120 B of the Master Labor Agreement does not apply to Appendix A.

10. Travelers on Single Family Homes: The first employee traveled in on the construction of single-family homes may be from any classification.

11. Notification to Business Office of Raises: Employers will notify the Union Business Office of interim raises provided to employees.

12. Written Evaluations: Employers will provide written evaluations of new employees within 30 days of dispatch.

13. TOOLS-EMPLOYEE SUPPLIED

All employees may be required to furnish basic hand tools. Trico Pipes will provide basic hand tools to 1st through 4th period apprentices for work covered by this Appendix "A". List "A" of these hand tools follows. Journeymen and 3rd through 10th period apprentices may be additionally required to provide the tools in the following list "B".

List A

Rigid #15 Tubing Cutter
Reed 3" Plastic Cutter
Channel Locks #430
25' Tape Measure
Torpedo level
Striker
4-way Screwdriver
Cats Paw-Nail Puller
Rigid 14" Pipe Wrench
10" Crescent Wrench
8" Crescent Wrench
20 oz. Hammer
Mini Hacksaw

List B

Rigid 18" Pipe Wrench
Scratch Awl
Caulking Gun
Band Torque Wrench
24" Level
Hacksaw

A. TOOLS-EMPLOYER SUPPLIED:

The Employer will provide all consumable supplies. (Example: cutting wheels, hacksaw blades, flashlight batteries, flints)

B. All power tools and equipment are to be provided by the employer. These include, but are not limited to:

Hole Hawgs, Skill saws, battery powered drills, torches, cords, stocks and dies, snap-cutters, 50 ft. tapes, ladders, etc.

C. TOOLS-TRANSPORT

Employees may transport their own hand tools in their own vehicles.

14. EMPLOYER WORKING

See **Article XVI, Paragraph 137, 138 & 139** of the Master Labor Agreement.

15. NAME CALL: The Name Call provision shall be at a ratio of 25/75. Employers must first have a list hire before they may request the next three employees by name for work covered by this Appendix, but only if such requested employees are within Class A as defined in **Article II, Paragraph 11**. Any employee dispatched under this paragraph shall be stricken from the list.

16. RE-HIRE: Regardless of anything herein to the contrary, the Employer may request particular employees whose names appear on the Group “A” list and who have been employed by the requesting Employer for a total of 500 hours during the three-year period preceding their registration on the out-of-work list. Such requests by the Employer shall be in writing, shall set forth the dates that such employees worked the necessary hours, shall be signed by the Individual Employer or his/her senior representative, and presented to the Employment Office of the Union. Upon receipt of a proper request, the Union shall dispatch the employee as requested, if he/she is available, registered for work and willing to accept a dispatch regardless of his/her position on the “A” list. Any employee dispatched under this paragraph shall be stricken from the list.

17. SPECIAL PROJECT AGREEMENT

When a project to be constructed in the area of Contra Costa County presents a unique problem of manning, hours worked or effective competition, the Individual Employer or representative Association may request Special Project Agreement consideration of the Local Union. Consideration of a Special Project Agreement will be expedited through a subcommittee of the Joint Conference Board comprised of the Local 159 Business Manager and the Northern California Mechanical Contractors Association.

18. BUMPING LANGUAGE

When there are at least 25 Local 159 Building Trades Journeymen (BTJ) registered and available for work on the UA Local 159 out-of-work list, the following “bumping” procedure will become effective. Any “A-list” BTJ with at least two (2) years residential experience shall have the right, after registering on the Local 159 out-of-work list, to give written notice to the Union of their desire to replace a Residential Specialist or Trainee with less plumbing industry service on a project covered by a Project Labor Agreement. This shall apply where an individual employer’s PLA project ratio does not comply with that described in Appendix “A”. Up to 25 units in a phase of a PLA project bid before June 20, 2009 shall be exempted from this bump provision. The Union will then notify an employer of the request in writing and the Employer will comply with the request within five (5) working days. Requests can be sent by mail, fax, or e-mail. Requests to employers will be made on an alphabetical, rotating basis.

19. DURATION: Appendix “A” term is concurrent with the Master Labor Agreement, which expires on June 30, 2016.

See MLA Article XXII.

APPENDIX B
UA LOCAL 159 COMMERCIAL PRE-FAB AGREEMENT

- 1) Any Contractor signatory to the UA Local 159 Master Agreement whose shop is located within Contra Costa County shall be allowed to fabricate any and all piping, pipe supports, brackets and mechanical skids in their said shop using UA Local 159 dispatched employees under the UA Local 159 Pre-Fab Agreement.
- 2) Any Signatory Contractor who pre-fabs outside of UA Local 159's jurisdiction, must send the attached form to the Business Manager of UA Local 159. The name and address of the job, as well as an outline of what type of work is being pre-fabbed and how many estimated work hours shall be included. The Local Union where the pre-fab shop is located must approve of UA Local 159 member's pre-fabbing without a Travel Card.
- 3) No one other than UA Local 159 members are to work on pre-fab. Violations will result in immediate revoking of pre-fab privileges and the employer will be subject to fines.
- 4) Any increase or reduction in the work force must be reported immediately to UA Local 159.
- 5) There will be a Foreman in each craft in charge of the pre-fab in the shop. All foreman and Apprentice ratios, as well as all other working rules in the UA Local 159 Collective Bargaining Agreement apply.
- 6) Apprentices shall work no longer than six (6) months in the pre-fab shop and shall be rotated to a job-site.
- 7) A Shop Steward will be appointed by the Business Manager to ensure all work is being performed by UA Local 159 members.
- 8) Compensation for members working in pre-fab shops, regardless of classification will be one hour of the Journeyman hourly taxable wage per day reimbursement (taxable) and any bridge tolls incurred verified by receipt.
- 9) In the event it is determined through the grievance procedures that the Employer has violated this Article, employees who should have performed the work shall be reimbursed for all wages lost and the Employer shall make the fringe benefit contributions for all days, or fraction of days, lost during the period of violation to the date the Employer corrects the violation.

Your signature below confirms that all rules of Appendix “B”, UA Local 159’s Pre-Fab Agreement have been read and understood

Company Name

Owner/Authorized Company Rep. – Signature

Owner/Authorized Company Rep. - Print

Date

Approved by: Aram Hodess, Business Manager

Date

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