

# Master Labor Agreement



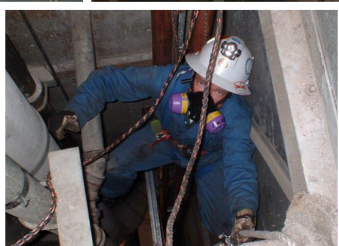
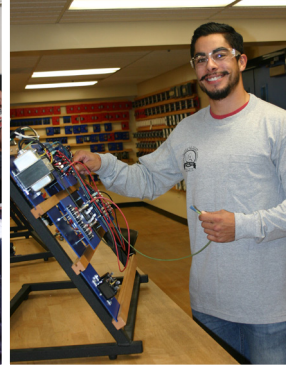
Plumbers, Steamfitters, Pipefitters & HVAC/R Service Technicians

Effective July 1, 2018  
Expires June 30, 2021



# LOCAL 393

MCA • SCVCA • UMIC • GBA



# U.A. STANDARD FOR EXCELLENCE



## STANDARD FOR EXCELLENCE

The United Association Standard for Excellence policy is a labor-management commitment to uphold the highest industry standards for quality in the workplace and to ensure customer satisfaction. Highlights-including both labor and management obligations-are presented below.

### MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the UA Standard for Excellence platform meets and maintains its goals, UA business managers, along with the implementation team that includes shop stewards and local membership, shall ensure all members:

- Arrive at work on time.
- Adhere to contractual lunch and break times. [Personal cell phones are only permitted during these times].
- Have the required tools that are stipulated in the Collective Bargaining Agreement.
- Respect tools and equipment supplied by employers.
- Utilize the local union and international training and certification system to enhance their skill level.
- Adhere to the zero substance abuse policy.
- Be productive on the job site.
- Eliminate disruptions. Ensure safe on-time completion of projects.
- Respect the customer's property. Vandalism will not be tolerated.
- Dress appropriately for their highly skilled and professional craft. (Offensive words or symbols on clothing will not be permitted).
- Respect and adhere to employer and customer rules and policies.
- Follow management directives.



# STANDARD FOR EXCELLENCE

The United Association Standard for Excellence policy is a labor-management commitment to uphold the highest industry standards for quality in the workplace and to ensure customer satisfaction. Highlights—including both labor and management obligations—are presented below.

## EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA/PFI/MCPWB/PCA/UAC and NFSA and its signatory contractors have the responsibility to manage their jobs effectively. They have the following responsibilities under the UA Standard for Excellence:

- Ineffective superintendents, general foremen, foremen, journey workers and apprentices will be returned to the referral hall.
- Provide worker recognition for jobs well done.
- Ensure blueprints, specifications, job layout instructions and materials are readily available.
- Provide storage for tools.
- Provide leadership to jobsite supervisors.
- Ensure jobsite leadership takes responsibility for mistakes created by management decisions.
- Be fair and consistent with disciplinary action.
- Create and maintain a safe work environment.
- Promote and support continued education and training.
- Employ an adequate number of properly trained employees to efficiently complete the work assigned.
- Treat all employees in a respectful and dignified manner.
- Cooperate and communicate with the job steward.



# STANDARD FOR EXCELLENCE

The United Association Standard for Excellence policy is a labor-management commitment to uphold the highest industry standards for quality in the workplace and to ensure customer satisfaction. Highlights—including both labor and management obligations—are presented below.

## PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

Under the UA Standard for Excellence, it is understood that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions:

### Member and Local Union Responsibilities:

- The local union and job steward will be responsible for correcting and solving problems with a member's job performance.
- Job stewards will receive steward training and specialized training related to the Standard for Excellence policy.
- Regular meetings will be scheduled between job stewards, UA supervision and management teams.
- The job steward will discuss with members those issues affecting work progress.
- The business manager or his delegate will conduct regular meetings to discuss compliance with the Standard for Excellence policy.
- The steward and management team will correct problems with individual members.
- Members not complying with membership responsibility shall be brought before the Local Union Executive Board. The Local Union Executive Board will address the failure to meet their obligation to the local and the UA, up to and including filing charges.



# STANDARD FOR EXCELLENCE

The United Association Standard for Excellence policy is a labor-management commitment to uphold the highest industry standards for quality in the workplace and to ensure customer satisfaction. Highlights-including both labor and management obligations-are presented below.

## EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- **Regular meetings will be scheduled between the job steward, UA supervision and the management team.**
- **Management will address problems that arise.**
- **In the event that a problem can not be resolved, the job steward and/or UA supervisors will be permitted, through a specific course of action, to communicate with higher levels of management.**
- **If an employee is unwilling to adhere to the Standard for Excellence policy, a decision must be made regarding his or her future employment.**



# STANDARD FOR EXCELLENCE

The United Association Standard for Excellence policy is a labor-management commitment to uphold the highest industry standards for quality in the workplace and to ensure customer satisfaction. Highlights-including both labor and management obligations-are presented below.

## ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

- If an issue is irresolvable, the local union or the contractor may call for a contractually established Labor-Management meeting.
- Weekly job progress meetings will be scheduled between job stewards, UA supervision, and management.
- The local union or the contractor may include the customer in these meetings if their input is needed to find a solution to a particular problem.
- There will be leadership training certifying foremen, general foremen, superintendents, and other UA management as leaders in the UA Standard for Excellence policy.

**MASTER LABOR AGREEMENT  
BETWEEN  
UA LOCAL UNION 393 OF THE  
UNITED ASSOCIATION  
OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPEFITTING  
INDUSTRY  
OF THE UNITED STATES AND CANADA**

**AND**

**SANTA CLARA VALLEY CONTRACTORS  
ASSOCIATION**

**NORTHERN CALIFORNIA MECHANICAL  
CONTRACTORS ASSOCIATION**

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

**INDUSTRIAL CONTRACTORS – UMIC, INC.**

**EFFECTIVE JULY 1, 2018  
EXPIRES JUNE 30, 2021**



12/04/2018



## Table of Contents

<b>U.A. STANDARD FOR EXCELLENCE</b> .....	1
<b>ARTICLE I – COVERAGE OF AGREEMENT</b> .....	15
<b>ARTICLE II – RECOGNITION OF BARGAINING AGENTS AND EMPLOYMENT PROCEDURE</b> .....	18
<b>ARTICLE III – EMPLOYMENT AND DISCHARGE PROCEDURE</b> .....	19
<b>ARTICLE IV – JOINT HIRING HALL COMMITTEE</b> .....	44
<b>ARTICLE V – JOINT CONFERENCE BOARD</b> .....	47
<b>ARTICLE VI – NO STRIKES OR LOCKOUTS – JURISDICTIONAL DISPUTES</b> .....	51
<b>ARTICLE VII – JOURNEYPERSONS AND APPRENTICE TRAINING</b> .....	52
<b>ARTICLE VIII – WORKING CONDITIONS</b> .....	56
<b>ARTICLE IX – HOLIDAYS</b> .....	64
<b>ARTICLE X - OVERTIME WORK PERMITS</b> .....	67
<b>ARTICLE XI – SUBCONTRACTING</b> .....	69
<b>ARTICLE XII – STEWARDS AND UNION REPRESENTATIVES</b> .....	71
<b>ARTICLE XIII – PAY PROVISIONS</b> .....	72
<b>ARTICLE XIV–WORK DAY–WORK WEEK AND OVERTIME PROVISIONS FOR CONSTRUCTION (Paragraphs 114 through 119)</b> .....	85
<b>ARTICLE XV – SHIFT WORK</b> .....	91
<b>ARTICLE XVI – SAFETY PROTECTION AND</b>	

<b>COMPENSATION .....</b>	<b>93</b>
<b>ARTICLE XVII – FABRICATION.....</b>	<b>95</b>
<b>ARTICLE XVIII – BETTER CONTRACT .....</b>	<b>97</b>
<b>ARTICLE XIX – JOURNEYPERSONS AND APPRENTICE TRAINING FUND .....</b>	<b>98</b>
<b>ARTICLE XX – HEALTH AND WELFARE PLAN.....</b>	<b>99</b>
<b>ARTICLE XXI – PENSION PLANS .....</b>	<b>100</b>
<b>ARTICLE XXII – EMPLOYEE SAVINGS ACCOUNT PLAN.....</b>	<b>103</b>
<b>ARTICLE XXIII – LABOR MANAGEMENT COOPERATION TRUST .....</b>	<b>105</b>
<b>ARTICLE XXIV – CONTRACT ADMINISTRATION FUND .....</b>	<b>106</b>
<b>ARTICLE XXV – PAYMENTS TO THE TRUST FUNDS .....</b>	<b>108</b>
<b>ARTICLE XXVI – AFFIRMATIVE ACTION COMMITTEE .....</b>	<b>115</b>
<b>ARTICLE XXVII – WARRANTY .....</b>	<b>116</b>
<b>ARTICLE XXVIII – GENERAL SAVINGS CLAUSE...</b>	<b>117</b>
<b>ARTICLE XXIX – TERM OF AGREEMENT .....</b>	<b>118</b>
<b>EXHIBIT A – FIFTY POINTS OF JURISDICTION .....</b>	<b>122</b>
<b>SECTION 1 – FIFTY POINTS OF         JURISDICTION .....</b>	<b>122</b>
<b>SECTION 2 – DETAILING .....</b>	<b>130</b>

<b>SECTION 3 – ROBOTIC TOTAL STATION SYSTEMS.....</b>	<b>135</b>
<b>SECTION 4 – CONST. TRADESMAN .....</b>	<b>135</b>
<b>SECTION 5 – MATERIAL HANDLER .....</b>	<b>136</b>
<b>EXHIBIT B - LABOR-MANAGEMENT STABILIZATION AND WORK PRESERVATION PROJECT AGREEMENT .....</b>	<b>138</b>
<b>EXHIBIT C – SIDE LETTER (CAD) .....</b>	<b>145</b>
<b>EXHIBIT D – SPECIAL PROJECT AGREEMENT .....</b>	<b>146</b>
<b>EXHIBIT E – OPPORTUNITY TO WORK ORDINANCE WAIVER .....</b>	<b>147</b>
<b>SIGNATURE PAGE .....</b>	<b>148</b>
<b>APPENDIX A – WAGE/FRINGE RATES .....</b>	<b>153</b>
<b>APPENDIX B – HOLIDAY CALENDARS .....</b>	<b>166</b>

# INDEX

<b>ADDITIONAL HOLIDAYS</b> .....	65
<b>AFFIRMATIVE ACTION COMMITTEE</b> .....	115
<b>ANNUAL WAGE OPENING (Construction Tradesman)</b> .....	79
<b>ANNUAL WAGE OPENING (Material Handler)</b> .....	80
<b>APPRENTICE DISPATCH LAY-OFF POLICY</b> .....	53
<b>APPRENTICE WAGES AND FRINGES</b> .....	77
<b>ASSIGNMENT OF WORK LETTER</b> .....	17
<b>AUTHORITY OF JATC</b> .....	53
<b>BETTER CONTRACT</b> .....	97
<b>CLASS A LIST RECALL</b> .....	35
<b>CONSTRUCTION TRADESMEN WAGES, FRINGE BENEFITS AND WORKING CONDITIONS</b> .....	78
<b>CONTRACT ADMINISTRATION FUND</b> .....	106
<b>CONTRACTOR PROVIDED VEHICLES</b> .....	58
<b>CONTRACTOR TRUCK IDENTIFICATION</b> .....	64
<b>CONTRACTORS COVERED</b> .....	16
<b>CONTRACTORS WORKING WITH THE TOOLS</b> .....	56
<b>COVERAGE OF AGREEMENT</b> .....	15
<b>DUES CHECK-OFF DEDUCTION</b> .....	77
<b>EMPLOYEE ERRORS</b> .....	61
<b>EMPLOYEE SAVINGS ACCOUNT PLAN</b> .....	103
<b>EMPLOYEE SAVINGS DEDUCTION</b> .....	77
<b>EMPLOYEES COVERED</b> .....	16
	10

<b>EMPLOYMENT AND DISCHARGE PROCEDURE</b> .....	19
<b>FABRICATION</b> .....	95
<b>FOREMAN RATIO</b> .....	58
<b>FOREMAN, GENERAL FOREMAN, SENIOR GENERAL FOREMAN AND CERTIFIED ALLOY WELDER PAY</b> .....	73
<b>FRINGE BENEFITS FOR FOREMEN, GENERAL FOREMEN, SENIOR GENERAL FOREMEN AND CERTIFIED ALLOY WELDERS</b> .....	75
<b>FUTURE INCREASES</b> .....	76
<b>GENERAL SAVINGS CLAUSE</b> .....	117
<b>HEALTH AND WELFARE PLAN</b> .....	99
<b>HOLIDAYS</b> .....	64
<b>JOINT CONFERENCE BOARD</b> .....	47
<b>JOINT HIRING HALL COMMITTEE</b> .....	44
<b>JOURNEYPERSONS AND APPRENTICE TRAINING</b>	52
<b>JOURNEYPERSONS AND APPRENTICE TRAINING FUND</b> .....	98
<b>LABOR MANAGEMENT COOPERATION TRUST</b> ...	105
<b>LABOR MANAGEMENT LABOR AGREEMENT DISCUSSION COMMITTEE</b> .....	120
<b>LAYOFF</b> .....	29
<b>MATERIAL HANDLER WAGES, FRINGE BENEFITS AND WORKING CONDITIONS</b> .....	79
<b>MEAL BREAK ON OVERTIME (Construction)</b> .....	89

<b>MINIMUM OVERTIME (Construction)</b> .....	88
<b>NO STRIKES OR LOCKOUTS – JURISDICTIONAL DISPUTES</b> .....	51
<b>OUT OF AREA CONTRACTOR – COMPANY REPRESENTATIVE</b> .....	37
<b>OVERTIME WORK PERMITS</b> .....	67
<b>PARKING</b> .....	62
<b>PAY DAY PROVISIONS</b> .....	80
<b>PAY FOR DAY OF DISPATCH</b> .....	84
<b>PAY ON LAYOFF OR DISCHARGE</b> .....	81
<b>PAYMENTS TO THE TRUST FUNDS</b> .....	108
<b>PAYROLL CHECKS</b> .....	82
<b>PENSION AUGMENTATION FUND</b> .....	102
<b>PENSION PLANS</b> .....	100
<b>PLUMBING SERVICE AND REPAIR</b> .....	66
<b>PROBATIONARY PERIOD (Construction Tradesman)</b> .....	78
<b>PROBATIONARY PERIOD (Material Handler)</b> .....	79
<b>RECERTIFICATION</b> .....	63
<b>RECOGNITION OF BARGAINING AGENTS AND EMPLOYMENT PROCEDURE</b> .....	18
<b>REFRIGERATION AND AIR CONDITIONING SERVICE REPAIR AND MAINTENANCE WORK</b> .....	91
<b>REPORTING PAY – INCLEMENT WEATHER</b> .....	83
<b>REPORTING PAY – WORK NOT AVAILABLE</b> .....	82

<b>REST PERIODS</b> .....	86
<b>RETURN TO IMMEDIATE PREVIOUS EMPLOYER</b> ...	36
<b>SAFETY PROTECTION AND COMPENSATION</b> .....	93
<b>SCOPE OF WORK (Construction Tradesman)</b> .....	135
<b>SCOPE OF WORK (Material Handler)</b> .....	79
<b>SENIOR GENERAL FOREMEN, GENERAL FOREMEN AND FOREMEN</b> .....	58
<b>SERVICE AND REPAIR DEFINED FOR PURPOSES OF CONTRACTORS WORKING WITH THE TOOLS</b> .	57
<b>SICK LEAVE WAIVER</b> .....	67
<b>SPECIAL PROJECT AGREEMENT</b> .....	97
<b>SPECIAL SATURDAY DOUBLE TIME</b> .....	88
<b>STARTING WORK</b> .....	61
<b>STEWARDS AND UNION REPRESENTATIVES</b> .....	71
<b>STRAIGHT TIME HOURLY SCHEDULE</b> .....	72
<b>SUBCONTRACTING</b> .....	69
<b>TERM OF AGREEMENT</b> .....	118
<b>TERRITORY COVERED</b> .....	15
<b>TESTS</b> .....	62
<b>TIME AND ONE HALF</b> .....	87
<b>TOOLS</b> .....	63
<b>UNION ACTIVITIES DAY</b> .....	66
<b>UNION RECOGNIZED AS COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYEES</b> .....	18
<b>UNION SECURITY</b> .....	18

<b>VACATION TIME OFF .....</b>	<b>77</b>
<b>WAGE AND FRINGE REALLOCATION.....</b>	<b>76</b>
<b>WARRANTY.....</b>	<b>116</b>
<b>WORK COVERED .....</b>	<b>17</b>
<b>WORK DAY–WORK WEEK AND OVERTIME</b>	
<b>PROVISIONS FOR CONSTRUCTION .....</b>	<b>85</b>
<b>WORKING CONDITIONS .....</b>	<b>56</b>



# LABOR AGREEMENT

1. This Agreement made and entered into this first (1<sup>st</sup>) day of July, 2018 by and between Santa Clara Valley Contractors Association; Northern California Mechanical Contractors Association; Greater Bay Area Association of Plumbing and Mechanical Contractors Association; Industrial Contractors – UMIC, Inc.; and their members, hereinafter referred to as the “Associations” and such Individual Contractors as are now or may hereafter become members of said Association(s) and all Individual Contractors who may now or hereafter become signatory to this agreement or any counterpart thereof, and are regularly engaged in plumbing, heating, refrigeration, air conditioning, mechanical, industrial and/or utility pipe work within Santa Clara and San Benito Counties, California, hereinafter collectively referred to as the “Contractor”, and UA Local Union 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, hereinafter referred to as the “Union” or “UA Local Union 393”.

## ARTICLE I – COVERAGE OF AGREEMENT

**2. TERRITORY COVERED:** The area covered by this Agreement shall be all of Santa Clara and San Benito Counties in the State of California

pertaining to work under the jurisdiction of UA Local Union 393.

**3. EMPLOYEES COVERED:** This Agreement shall apply to all workers employed by any of the Contractors signatory to this Agreement who perform work outlined in the points of jurisdiction as contained in Exhibit A to this Agreement, or any and all other work which has been given or awarded to or by the United Association to UA Local Union 393 by agreement or decision. If a conflict or jurisdictional dispute should exist, the Contractor shall contact UA Local Union 393 and said Contractor shall assign the disputed work to the employees represented by UA Local Union 393 until such dispute is cleared by the United Association. INTENT: If the Contractor has the legal right to make the assignment.

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

**5. BARGAINING UNIT:** All of the aforesaid Contractors hereby designate their respective Association as its bargaining agent with UA Local Union 393, and consent to become a party to the Multi-Employer Bargaining Unit consisting of all

the Contractors represented by their respective Association and designate and appoint the Association appointed trustees, board members and committee members required by the Agreement to act on its behalf pursuant to the Agreement. If a Contractor is a member of an Association or is an Individual or Independent Contractor at the commencement of this Agreement or becomes a member of an Association during the term of this Agreement, and thereafter ceases to be a member of an Association, said Contractor shall, nevertheless, remain signatory to this Agreement.

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

**7. ASSIGNMENT OF WORK LETTER:** For the purpose of accurately proving UA trade jurisdiction, the Employer, through its Superintendent, agrees to provide to the Union a letter on the Employer's letterhead for certain

specified items of work performed at the jobsite prior to completion of the job.

## **ARTICLE II – RECOGNITION OF BARGAINING AGENTS AND EMPLOYMENT PROCEDURE**

**8. UNION RECOGNIZED AS COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYEES:** The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees of the Contractors performing work covered by this Agreement.

**9. UNION SECURITY:** It is hereby agreed between the Contractor and the Union that the Contractors herein are primarily engaged in the Building and Construction Industry, including plumbing, heating, piping, refrigeration, air conditioning and industrial work, and the Union is a Labor Organization of which building and construction employees are members; and it is agreed between said Contractors and Union that all employees covered by this Agreement will be required to become members and maintain membership in such Union after the seventh (7th) day following the beginning of such employment or the effective date of this Agreement, whichever is later.

## **ARTICLE III – EMPLOYMENT AND DISCHARGE PROCEDURE**

**10.** The Contractor must secure all employees covered by this Agreement through the UA Local Union 393 Joint Hiring Hall except as provided in paragraphs 20 and 23 hereof.

**11.** There shall be four (4) separate Journeyperson Craft Out-of-Work Lists maintained at the UA Local Union 393 Joint Hiring Hall. The four (4) Craft Lists are as follows: Plumber, Fitter, Welder, Refrigeration Fitter. No worker shall be placed on a Craft Out-of-Work List unless said worker can establish with notarized letters from former Contractors that said worker has the necessary years of experience for placement satisfactory to the UA Local Union 393 Joint Hiring Hall Committee. Those who do not qualify for placement on a Craft Out-of-Work List will be categorized as an unclassified applicant. An unclassified applicant may be dispatched upon request by an employer if no one is available from the Class A, Class B, Class C, Class D, Class E or Class F Lists. In order to be registered for employment on the Apprentice List, a worker must be indentured in the Apprenticeship Program of the Pipe Trades Joint Apprenticeship and Training Committee of Santa Clara/San Benito Counties. Apprentices shall be dispatched by the UA Local Union 393 Joint Hiring Hall consistent with the policies and

procedures established by the Pipe Trades Joint Apprenticeship and Training Committee of Santa Clara and San Benito Counties and in accordance with the provisions of this Agreement.

**12.** There shall be six (6) classes of Journeyman employees for each Craft Out-of-Work List determined at the time of registration at the UA Local Union 393 Joint Hiring Hall. Class status upgrades may occur while on a dispatch list or while employed, provided request is made to the UA Local Union 393 Joint Hiring Hall by the employee or person on Out-of-Work List.

Classes are as follows:

**CLASS A.** Shall consist of Journeymen who have at least two (2) years of pension credit in the UA Local Union 393 Defined Benefit Pension Plan. Said pension credit must have been earned within a period of three (3) consecutive years while working under the UA Local Union 393 Master Labor Agreement. A Journeyman is a person who has worked five (5) or more years on work described in Exhibit A of the UA Local Union 393 Master Labor Agreement. Credits earned under a reciprocity agreement for work on commercial/industrial, but not residential,

work may be counted toward the two (2) year pension credit requirement.

Once the Journeyperson has fulfilled his/her obligation to qualify on the Class A List, he/she shall remain eligible to register on the Class A List until he/she has a break in work for sixty (60) consecutive months [break being defined as that point in time during the sixty (60) consecutive months which he/she fails to work six hundred sixty (660) hours within twelve (12) consecutive months under the UA Local Union 393 Collective Bargaining Agreement during this same period of sixty (60) consecutive months].

Where status is lost due to a break in work, a Journeyperson can achieve Class A status again by earning two (2) years pension credit in the UA Local Union 393 Defined Benefit Pension Plan within a period of three (3) consecutive years. Hours of work outside the area for which reciprocal contributions are made to the UA Local Union 393 Defined Benefit Pension Plan shall be counted toward the six hundred sixty (660) hours of work requirement to avoid the break in work rule.

Nevertheless, when Class A Journeyperson leaves covered employment, his/her status

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

**CLASS B.** Shall consist of Journeypersons who have lost their Class A List status because of the operation of the break in work rule and Journeypersons who have worked or have been available on the Out-of-Work List for a total of one thousand (1,000) hours per year for two (2) consecutive years within Santa Clara/San Benito Counties on the type of work covered by the Collective Bargaining Agreement(s) of UA Local Union 393 and who have pension credit in the UA Local Union 393 Defined Benefit Pension Plan. Once the Journeyperson has fulfilled



his/her obligation to qualify on the Class B List, he/she shall remain on the Class B List until he/she has a break in work for twenty-four (24) consecutive months [break being defined as that point in time during the twenty-four (24) consecutive months which he/she fails to work six hundred sixty (660) hours within twelve (12) consecutive months under the UA Local Union 393 Collective Bargaining Agreement during this same period of twenty-four (24) consecutive months].

**CLASS C.** Shall consist of Journeypersons referred to UA Local Union 393 by other United Association Local Unions. Said Journeypersons must have a minimum of five (5) years vesting credit in a UA Local or UA National Defined Benefit Pension Plan.

**CLASS D.** Shall consist of Journeypersons who have worked or have been available on the Out-of-Work List for a total of one thousand (1,000) hours per year for two (2) consecutive years within Santa Clara/San Benito Counties on the type of work covered by the Collective Bargaining Agreement(s) of UA Local Union 393.

**CLASS E.** Shall consist of Journeypersons with a minimum of five (5) years vesting

credit in a UA Local Union or UA National Defined Benefit Pension Plan.

**CLASS F.** Shall consist of all Journeypersons with less than five (5) years vesting credit in a UA Local Union or UA National Defined Benefit Pension Plan.

**13.** The UA Local Union 393 Joint Hiring Hall shall maintain adequate registration facilities at the UA Local Union 393 Joint Hiring Hall for applicants for employment to register for work. All applicants for employment shall be registered in their appropriate Craft List and Classes and in the order in which they register. Applicants shall be placed on only one (1) Craft Out-of-Work List. A separate List shall be kept for the registration of Apprentices in the order in which they register to be placed on the Apprentice Out-of-Work List.

## **14. ORDER OF DISPATCH**

### **A. Journeyperson**

Contractors shall submit job call requests directly to the UA Local Union 393 Joint Hiring Hall and shall specify the particular Craft designation required. The dispatcher shall offer the job starting with the person whose name appears on the top of the Craft Out-of-Work List for the requested Craft in the following List order:

Request for Plumber:

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

Request for Fitter:

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

Request for Welder:

- A List Welder
- A List Fitter
- A List Plumber

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

Request for Refrigeration Fitter:

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

No persons from any one (1) Class List shall be dispatched until all persons who are registered in the next preceding List or Lists and who are available and willing to accept a dispatch have been dispatched. However, when there are no Class A List or Class B List Journeypersons available to fill the request of Contractors, the UA Local

Union 393 Joint Hiring Hall may contact other UA Local Union 393 Joint Hiring Halls to request Building Trades Journeypersons, who have the required skills and experience to fill the Contractors' requests to be referred to the UA Local Union 393 Joint Hiring Hall for dispatch. When two (2) or more persons are registered in any one (1) List, they shall be dispatched in the order in which they have registered for work, i.e., the first registered shall be the first dispatched. The dispatcher shall offer the dispatch in the order required by this section, even where the applicant has been rejected in the past six (6) months by the requesting Contractor, as permitted under Article III, Section 18 of the UA Local Union 393 Master Labor Agreement.

**B. APPRENTICES.** Apprentices (Plumbers, Steamfitters, Refrigeration Service) shall be dispatched in accordance with their Craft classification and shall be dispatched in the manner of registration regardless of Apprenticeship period. When a Contractor who is employing Apprentices requests additional Apprentices from the UA Local Union 393 Joint Hiring Hall, the Contractor may request Apprentices not in the same period in training as the Apprentices currently employed by said Contractor.

**C. TRADESMEN.** There shall be two (2) Tradesmen Lists maintained by the UA Local Union 393 Joint Hiring Hall, a Tradesmen A List consisting of all Tradesmen who have passed their probationary period and a Tradesmen B List consisting of probationary Tradesmen. Contractors may select and hire any Tradesman or else they shall be dispatched first from the top of the A List and then from the top of the B List, in the order they have registered. To remain on the List and retain one's place on the List, a Tradesman must re-register in person at the UA Local Union 393 Joint Hiring Hall no later than thirty (30) days after initial placement, and no later than thirty (30) days after each re-registration.

**D. MATERIAL HANDLERS.** There shall be two (2) Material Handler Lists maintained by the UA Local Union 393 Joint Hiring Hall, a Material Handler A List consisting of all Material Handlers who have passed their probationary period and a Material Handler B List consisting of probationary Material Handlers. Contractors may select and hire any Material Handler or else they shall be dispatched first from the top of the A List and then from the top of the B List, in the order they have registered. To remain on

the List and retain one's place on the List, a Material Handler must re-register in person at the UA Local Union 393 Joint Hiring Hall no later than thirty (30) days after initial placement, and no later than thirty (30) days after each re-registration.

**15. LAYOFF:**

**A.** In the event of a layoff due to a reduction in force, Class C, Class D, Class E and Class F employees shall be the first laid off, then Class B employees shall be next laid off, and then the Class A employees shall be laid off. **Note:** Apprentices shall be considered a Class A employee for purposes of layoff.

**B.** A Contractor may not layoff a Class A employee while employing Class B, Class C, Class D, Class E or Class F employees, if the Class A employee is capable of performing the work that a Class B, Class C, Class D, Class E or Class F employee has been performing.

**C.** Whenever a Class A List employee is laid off for a normal reduction of force, the employee must, within two (2) working days, sign in on the appropriate Out-of-Work List. If the Union is aware of a Class B, Class C, Class D, Class E or Class F

employee still working for said Contractor, the Union has ten (10) days from the date of layoff to file a complaint with the Joint Conference Board. If it is found that a Class B, Class C, Class D, Class E or Class F employee remained employed at the time of the layoff of the Class A List employee and was doing work that the Class A employee was capable of doing, the Contractor shall compensate said employee for all lost wages and fringe benefits, up to a maximum of four (4) days' pay. If the Contractor is found in violation of this provision of the Agreement and the Class A List employee has not returned to work for another Contractor at the time of the determination of the violation, the Joint Conference Board may require the Contractor to re-employ the Class A List employee who was laid off.

**D.** Class B employees shall have the same rights to return to work and to compensation as provided for Class A employees, if a Class C, Class D, Class E or Class F employee is still employed and performing the work that a Class B employee was capable of doing at the time of the layoff.

**E.** The Joint Conference Board shall only have jurisdiction to hear complaints



under this Paragraph if (1) the Class A or Class B employee signs the Out-of-Work List within two (2) working days of the layoff and (2) the Union files a complaint with the Joint Conference Board within ten (10) days of the layoff.

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

**G.** Upon termination, all employers shall provide employees with a termination slip stating the reason for the separation of employment on a form provided by UA Local Union 393.

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

**17.** No Journeyman who holds an active Contractor's License will be eligible to sign the Out-of-Work List or to be dispatched for work covered by this Agreement unless he/she submits evidence that he/she has made his/her Contractor's License inactive through the

procedure specified by the California Contractor's State License Board.

**18.** The Contractor shall have the right to reject any applicant for employment referred by the UA Local Union 393 Joint Hiring Hall, but in the exercise of such right shall in no way discriminate against any worker by reason of membership or non-membership in any Union. Any applicant for employment reporting for work shall be entitled to four (4) hours show-up pay at the wage and fringe rate shown on the dispatch, if rejected, unless said applicant is not qualified for the job. If the applicant is rejected because he/she is not qualified for the job, he/she shall not be entitled to any show-up pay. Once an applicant is rejected and paid the four (4) hours show-up pay, he/she shall not be entitled to show-up pay from the same employer if rejected during the six (6) months period following the payment of show-up pay by the same employer. Note: The four (4) hour show-up pay, where applicable, is required to be mailed with the same day of rejection postmark.

**19.** A Contractor may discharge any employee for just cause, but the Contractor upon request by UA Local Union 393 shall have to prove just cause to the Joint Conference Board. If the Contractor is found not to have just cause, the Contractor shall be compelled to pay lost wages and fringe benefits for time lost by the employee,

as stated below. Once the employee accepts employment from UA Local Union 393's Joint Hiring Hall, the liability shall not continue. If the employee is not available for work or does not accept work he or she is qualified to perform, the Contractor shall have no liability from that date forward.

If UA Local Union 393 or the employee are not available to meet within two (2) working days from the date of the discharge, the Contractor's liability shall be limited to two (2) days. If the Contractor Association or the Contractor is not able to meet within four (4) days from the date of the discharge, and the Contractor is found not having just cause for discharge, the employee shall be entitled to a maximum of four (4) days wages and fringe benefits. If the employee has not returned to work for another Contractor, the Joint Conference Board may require the Contractor to re-employ the employee who was discharged.

**20.** In the event the UA Local Union 393 Joint Hiring Hall does not dispatch any workers within two (2) full working days following the day that the Contractor's request for workers is received if the request is in writing, the Contractor may employ any worker, but shall arrange for a dispatch to be issued for such worker from the UA Local Union 393 Joint Hiring Hall prior to the commencement of such employment, and such dispatch shall

upon request be issued by the UA Local Union 393 Joint Hiring Hall to the employee.

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

**A. NAME HIRE.** A Contractor may name hire one (1) employee, regardless of that employee's place on the Class A List, by name from the Class A List only. If the Contractor does name hire, the next two (2) Journeypersons dispatched to that Contractor must be list hires. The hiring of applicants by name to act as Foreman, General Foreman or Senior General Foreman shall count as a name hire. A name hire request must be in writing, signed by the Contractor or senior representative thereof, and presented to the UA Local Union 393 Joint Hiring Hall. There will be no banking of name hire privileges that would result in a Contractor being able to hire two (2) employees consecutively by name. A Contractor shall not abuse or manipulate the short call hiring procedure for the purpose of qualifying for a name hire.

In the event the name hired Class A employee is not registered on the Out-of-Work List with the UA Local Union 393 Joint Hiring Hall, or not available for work, or not

willing to accept the dispatch, the UA Local Union 393 Joint Hiring Hall shall notify the Contractor as soon as possible; and the two (2) working days' period specified in Paragraph 20 shall not commence to run until receipt by the UA Local Union 393 Joint Hiring Hall of an additional request for an employee from the Contractor.

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

**CLASS A LIST RECALL:** Upon receipt of a valid recall request, the UA Local Union 393 Joint Hiring Hall shall dispatch the person registered on the Class A Out-of-Work List who has worked for said Contractor within the past twelve (12) months, except as provided below:

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

Work List more than thirty (30) calendar days without a job offer.

**C. CALL FOR CERTIFIED WELDER.** A Contractor may request the dispatch of a welder who holds a current certification approved by the UA Local Union 393 Training Center in one of the following three (3) procedures: Shielded Metal Arc Welding (ARC), Gas Metallic Arc Welding (MIG), or Gas Tungsten Arc Welding (TIG). When a Contractor requests the dispatch of a welder with a current United Association Welder Certification Qualification or equivalent in ARC, MIG, or TIG, the Joint Hiring Hall will dispatch certified welders in order of registration from the Class A Welder List, then those from the Class B Welder List, then those from the Class C Welder List, then those from the Class D Welder List, then those from the Class E Welder List, then those from the Class F Welder List. When a welder is hired by certification dispatch under this procedure, the Welder will continue on the Contractor's payroll when required to re-test to maintain any of the three (3) certifications stated above.

**22. RETURN TO IMMEDIATE PREVIOUS EMPLOYER:** Class A List Journeypersons and indentured Apprentices may return to work with

their immediate previous employer, and must have a dispatch from the UA Local Union 393 Joint Hiring Hall issued to them within two (2) days of returning to work, provided that the Journeyman or indentured Apprentice has not worked more than fifteen (15) days for another employer. Short jobs (i.e., fifteen (15) days worked or less) shall not disqualify a Class A List Journeyman or indentured Apprentice from returning to work for his/her immediate previous employer for whom he/she worked sixteen (16) or more days.

### **23. OUT OF AREA CONTRACTOR – COMPANY REPRESENTATIVE:**

Regardless of anything herein to the contrary, Contractors from outside the area covered by this Agreement coming into said area to perform work covered by this Agreement may bring in one (1) Plumber for plumbing work and/or one (1) Steamfitter for steamfitting work for each jobsite or project inside the area covered by this Agreement. The Company Representative must be a member in good standing as recognized by the United Association and one of its affiliated local unions. The Contractor must, however, before commencement of the job, notify the UA Local Union 393 Joint Hiring Hall in writing of the name of such workers. Said Employee must be acting in Supervisory capacity, (i.e., foreman level

or above). Said Employee shall be dispatched through the UA Local Union 393 Joint Hiring Hall at no less than the Foreman total package including dues check-off and market recovery. Individual Employer contributions including dues check-off and market recovery shall be paid to the Administrator for UA Local Union 393's Trust Funds. All appropriate Individual Employer contributions shall be reciprocated by UA Local 393's Administrator to the Administrator for the Trust Funds where said Employee is a participant. In the event the Contractor brings in one (1) worker, as above set forth, it shall be a condition of employing said worker within the jurisdiction of UA Local Union 393 for the Contractor to hire at least one (1) additional Journeyman on the sixth (6th) working day.

#### **24. PAY RATES FOR OUT OF AREA CONTRACTOR COMPANY REPRESENTATIVES:**

Any Contractor bringing a worker into this jurisdiction shall pay the highest wage and fringe package required by either their home Local Agreement or this Agreement. Such benefits shall include travel or subsistence pay according to their Local Agreement and mileage shall be computed from such location as that Local Agreement stipulates. The difference between the total package and the home UA Local Union fringe benefits will be paid to the worker as their taxable wage. The Contractor shall supply UA



Local Union 393 with copies of Certified Payroll, to include wages, fringes, travel or subsistence payments as outlined above upon written request by UA Local Union 393. Employer contributions including dues check-off and market recovery shall be paid to the Administrator for UA Local Union 393's Trust Funds. All appropriate Individual Employer contributions shall be reciprocated by UA Local 393's Administrator to the Administrator for the Trust Funds where said Employee is a participant.

**25. EMPLOYERS WITHIN THE BAY AREA - UA Local 342 & 467 - FREEDOM OF MOVEMENT OF MEN:**

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

- i. One (1) Employee for Plumbing Scope of Work.
- ii. One (1) Employee for Steamfitting, Pipefitting, or Wetside Heating or Air Conditioning Piping Scope work combined.

Said employee must be a member in good standing as recognized by the United Association and UA Local 342 or UA Local 467 and shall be dispatched through the UA Local Union 393 Joint Hiring Hall at no less than the Foreman total package. Said employee shall have Dues Check-Off paid to the Administrator for UA Local Union 393 Trust Funds. All other fringe benefit amounts shall be paid by the Individual Employer directly to the Trust Funds to which said Employee is a participant. Said Employee must be acting in Supervisory capacity, (i.e., foreman level or above).

**B.** Additionally if there are four (4) or more UA Local Union 393 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. Such one (1) additional Employee shall be dispatched as a Journeyman through the UA Local Union 393 Joint Hiring Hall. Individual Employer contributions including dues check-off and market recovery shall be paid to the Administrator for UA Local Union 393's Trust Funds. All appropriate Individual Employer contributions for the additional Employee shall be reciprocated by UA Local 393's Administrator to the Administrator for the Trust Funds where said Employee is a participant.

**26.** There shall be no crossover from the Plumbing crew to the Pipefitting crew or vice versa for the first (1st) or the sixth (6th) Journeyman traveled into UA Local Union 393. Such additional dispatched employee, as referenced in paragraph 25 B, must be a member of UA Local Union 342 or UA Local Union 467.

**27.** The Employer must be signatory to the UA Local Unions 342, 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.

**28.** The first (1st) employee dispatched by UA Local 393 from UA Local 342 or 467 as referenced above is considered the Company Representative and upon deposit of the employee's Travel Card, shall have Dues Check-Off paid to the Administrator for UA Local Union 393 Trust Funds. Fringe benefit contributions for the Contractor Representative are to be sent by the Individual Employer directly to the Administrator for the Trust Fund in which said Employee is a participant.

The Individual Employer shall notify the UA Local Union 393 Joint Hiring Hall 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. Each such employee, before

reporting to the jobsite or project, will report to the UA Local 393 Joint Hiring Hall in person and UA Local Union 393 Joint Hiring Hall shall issue him or her a dispatch and further provide that all of the provisions of this Agreement shall be applied to and cover such employee.

Any employee sent into the jurisdiction of the UA 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 Union 393 or his/her home Local. The difference between the total package and the home UA Local Union fringe benefits will be paid to the worker as their taxable wage.

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 (6th) working day from the UA Local Union 393 Joint Hiring Hall. It is not the intent of the parties to require the Employer to employ such additional employees 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 Journeymen.

Any employee or applicant or Employer claiming

to be aggrieved by the application to himself or herself of any of the provisions of this Agreement shall submit the same to the grievance procedures of the Individual Local Unions referenced in this Agreement.

**29. NON DISCRIMINATION:** The UA Local Union 393 Joint Hiring Hall, in carrying out the provisions of this Agreement with respect to matters covered in this ARTICLE regarding registration and dispatch, will not discriminate either in favor of or against any person by reasons of race, sex, creed, color, religion, national origin, or age, or of membership in, or non-membership in any Union, or by reason of activity in behalf or in opposition to any Union, nor shall the carrying out of the provisions of this Agreement with respect to the matters covered in this ARTICLE regarding registration and dispatch be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, except to the extent of enforcing the Union shop clause of this Agreement.

**30. GRIEVANCE PROCEDURE:** Any employee or applicant for employment claiming to be aggrieved by the application of any of the provisions or paragraphs of ARTICLE II or this ARTICLE III whether by the Union, the Association or any Contractor, may submit the

same to the Grievance Procedure provided in ARTICLE IV hereof. Such grievance must, however, be submitted in writing to the UA Local Union 393 Joint Hiring Hall Committee within ten (10) working days of the occurrence giving rise thereto. Any worker or applicant for employment failing to observe the requirements of this paragraph shall by reason thereof be deemed to have waived their grievance. Forms for the submission of such grievance shall be available at all times in the UA Local Union 393 Joint Hiring Hall. The Joint Conference Board shall have the authority to promulgate rules and regulations for the operation of the UA Local Union 393 Joint Hiring Hall not inconsistent with the terms of this Agreement.

**31. POSTING:** This ARTICLE III shall be posted on the Bulletin Board of the UA Local Union 393 Joint Hiring Hall in its office, and the Bulletin Boards of the Contractors where notices to employees and applicants for employment are normally posted.

#### **ARTICLE IV – JOINT HIRING HALL COMMITTEE**

**32.** There shall be a single Joint Hiring Hall Committee composed of five (5) Contractors and five (5) Union Representatives to supervise and control the operation of the job referral system

herein. The Committee shall meet upon call of the Chairman or Vice-Chairman as necessary.

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

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

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

**B.** Properly post the rules and regulations together with the provisions of this Agreement, as set out in Articles II and III in the UA Local Union 393 Joint Hiring Hall, at the Contractor's office and at the job site.

**C.** To hear and determine any and all disputes or grievances arising out of the operation of the job referral system, including, but not limited to, grievances arising from claims by applicants that they have been improperly placed on, or refused placement on, or denied dispatch from Out-of-Work Craft Lists, and claims by the Union or applicants for damages or other relief based on alleged violation of the UA Local Union Hiring Hall procedure. Any applicant

or registrant shall have a right to refer any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Hall Committee.

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

**E.** The UA Local Union 393 Joint Hiring Hall shall establish and implement an Employment Eligibility Verification program if required by law to comply with the U.S. Immigration and Naturalization Service requirements for employees, who must produce acceptable documents to prove that they are authorized to work in the United States under the Immigration Reform and Control Act of 1986. Any person not providing the UA Local Union 393 Joint Hiring Hall with the proper documents so required shall not be eligible for dispatch. The requirements of the Immigration Reform and Control Act of 1986 shall be available to the applicants for employment at the UA Local Union 393 Joint Hiring Hall. This does not relieve the employer of its obligation.



**35.** Whenever the Joint Hiring Hall Committee reaches a deadlock, the matter shall be submitted to an impartial arbitrator, selected in accordance with the terms of Paragraphs 41 and 42 of this Agreement. The authority of such arbitrator shall be limited to interpreting and applying the provisions of ARTICLES II and III and the rules and regulations of the Joint Hiring Hall Committee. The arbitrator's decision shall be final and binding on all parties, including applicants.

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

## **ARTICLE V – JOINT CONFERENCE BOARD**

**37.** It is the intention of the parties to this Agreement to settle problems that may arise on a local level. In order to provide means for uniform interpretation and application of this Agreement in respect to any provisions upon which the parties may disagree, each Association and the Union hereby establish a separate Joint Conference Board consisting of ten (10) members. Five (5) members shall be selected by the Union for each Board and five (5) members shall be selected by each Association for their Board. Other than the Association Executive Director, the Joint

Conference Board discourages the use of attorneys by both parties attending the Hearing.

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

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

may, but need not, send to the Board Secretary and serve copy on the referring party, its own understanding of the dispute or disagreement.

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

**41.** If the Joint Conference Board, after meeting, cannot or does not agree on a decision on any such matters within ten (10) days after so referred to it by the referring party, it shall lose jurisdiction thereof, and either party to the dispute may refer the matter to arbitration. If the matter is referred to arbitration, the Joint Conference Board shall choose an impartial person who shall act as arbitrator to decide the matter. The arbitrator's decision shall be final and binding on all parties hereto. Any expense of employing such impartial person and/or reporter and transcript for the arbitration shall be borne equally by the parties hereto.

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

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

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

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

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

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

**45.** No proceedings hereunder based on any dispute, complaint or grievance against the Contractor herein provided for shall be recognized unless called to the attention of the Contractor and the Union within ten (10) working days after the Union first knows or should have known, not to exceed twenty (20) working days following the alleged violation was committed

unless a different time period is specified in this Agreement for the particular grievance involved. Any of the time limits set forth in this Article may, by mutual agreement of the Union and Association/Contractor involved, be extended or modified. Any dispute, complaint or grievance regarding “improper layoff” will be called to the attention of the Contractor and Union within ten (10) working days as indicated in Section 15.

## **ARTICLE VI – NO STRIKES OR LOCKOUTS – JURISDICTIONAL DISPUTES**

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

**47. JURISDICTIONAL DISPUTES:** In the event of any dispute between UA Local Unions of the United Association of Journeypersons and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, as to the jurisdiction of the work performed

by Contractors, such dispute shall be referred to and settled by the United Association. The parties hereto agree that there will be no slowdown or stoppage of work except as set forth in the preceding paragraph; and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them, except for a violation of ARTICLE I, Paragraph 3.

Pending the decision upon any dispute or grievance, work shall be continued in accordance with the provisions of this Agreement with the understanding that the Contractor signatory to this Agreement shall make the assignment of the work to UA Local Union 393 pending the resolution of the dispute, provided the Contractor has the legal right to make the assignment.

## **ARTICLE VII – JOURNEYPERSONS AND APPRENTICE TRAINING**

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

**49.** In order that an adequate supply of competent skilled workers shall be available at all times, it is agreed between the parties hereto that Apprenticeship Training shall conform to the Apprenticeship Standards prepared by the JATC and approved by the California Apprenticeship Council. The UA Local Union 393 and JATC shall see that all Apprentices receive a diversified training within their respective trade. The JATC may transfer any Apprentice to another Contractor if the Committee finds that the Apprentice is not getting the necessary training from his/her present Contractor.

**50. AUTHORITY OF JATC:** The JATC is authorized and empowered to adopt policies governing Apprentices and to impose penalties for violations of those policies. The first twelve (12) months from the date of indenture shall be considered the probationary period for beginning Apprentices.

**51. APPRENTICE DISPATCH LAY-OFF POLICY:**

**A.** Each Apprentice being dispatched for employment shall secure his/her dispatch slip from the UA Local Union 393 Joint Hiring Hall office and proceed directly to the designated place of employment. The UA Local Union 393 Joint Hiring Hall shall notify

the JATC when an Apprentice has been dispatched.

**B.** The UA Local Union 393 Joint Hiring Hall may dispatch beginning first (1<sup>st</sup>) period Building Trades Plumber, Steamfitter and Refrigeration Fitter Apprentices at any time during the year. Apprentices whose employment starts after the most current semester of school has started shall receive wage and fringe rate increases every six (6) months throughout their Apprenticeship as provided for Apprentices in this Agreement. Said increases shall be withheld whenever said Apprentice does not successfully complete his/her required semester of school or has not worked his/her required hours for said increase. Persons on the Building Trades Apprentice Plumbing, Steamfitter or Refrigeration Fitter Apprentice waiting list shall not be required to accept any employment other than during the period of two (2) months just before the beginning of school for first (1<sup>st</sup>) period Apprentices. Persons who do not accept employment when offered within sixty (60) calendar days of the beginning of school for first (1<sup>st</sup>) period Apprentices shall be dropped from the waiting list.

**C.** The Apprentice must notify the JATC office immediately after a lay-off by his/her



employer. He/she will be given first consideration for dispatch before a new Apprentice is dispatched and accepted into the Apprenticeship program. When a lay-off occurs, the Apprentice is required to sign in at the JATC office first before signing the Out-of-Work List at the UA Local Union 393 Joint Hiring Hall. At the time of sign in at the JATC, he/she will be given an "Apprentice Out-of-Work Registration" slip which must be presented at the UA Local Union 393 Joint Hiring Hall before being allowed to register as available for dispatch. Failure to follow this procedure will result in the lay-off date being changed on the UA Local Union 393 Joint Hiring Hall Out-of-Work List to conform to the actual date the Apprentice officially signed Out-of-Work at the JATC office. EXCEPTION: The only exception to the above is during the time each December when the Training Center is closed for the holidays.

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

## **ARTICLE VIII – WORKING CONDITIONS**

**52. CONTRACTORS WORKING WITH THE TOOLS:** Except as provided herein, no Contractor shall work with the tools of the trade. A "Contractor" shall be deemed to include any person, R.M.E., or R.M.O., and anyone who by itself or through a member of its immediate family owns shares in, is a general or limited partner of, a firm which performs work covered by this Agreement.

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

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

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

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

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

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

**D.** The name of the Contractor who will work with the tools of the trade is on file with UA Local Union 393. This privilege is restricted to the holder of the appropriate Contractor's license whether it be the owner, or the RME or RMO.

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

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

**57. SERVICE AND REPAIR DEFINED FOR PURPOSES OF CONTRACTORS WORKING WITH THE TOOLS:** The repairing or replacing of water heaters, water services, installing gas stoves, repairs to heating systems, clearing sewer stoppages, the replacement of any inoperative equipment with equipment of a like size and type. Replacing of pipe that has failed to function with pipe of the same type and size.

**58. CONTRACTOR PROVIDED VEHICLES:**

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

**59. SENIOR GENERAL FOREMEN, GENERAL FOREMEN AND FOREMEN:**

A Senior General Foreman, General Foreman or Foreman shall be defined as an Class A List Journeyperson who is employed by the Contractor to act as a Senior General Foreman, General Foreman or Foreman. Class B, Class C, Class D, Class E and Class F List Journeypersons shall not be employed as a Senior General Foreman, General Foreman or Foreman. All supervision ratios requiring assignments for Senior General Foremen, General Foremen and Foremen are jobsite specific, not company wide.

**60. FOREMAN RATIO:**

The selection and number of Foremen is the responsibility of the Contractor. Where three (3) or more Journeypersons and Apprentices (i.e. employees) are working, one (1) Foreman shall be appointed and shall so act until said Foreman has a total of nine (9) employees under

supervision. If the job requires more employees, when the eleventh (11th) employee is hired, another Foreman shall be appointed until said Foreman has nine (9) employees under his/her supervision. Whenever the twenty-first (21st) employee is hired, a General Foreman shall be named, and then the above ratio shall be followed for additional Foremen and employees. Whenever the sixty-first (61st) employee is hired, a Senior General Foreman will be named, and the following ratio will apply for additional General Foremen, Foremen and employees.

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

**62.** Intent of Foreman Ratio to employees (Journey persons and Apprentices) inclusive:

3 employees	-- a Foreman shall be named
1 Foreman	-- 3 through 10 employees
2 Foremen	-- 11 through 20 employees
21 <sup>st</sup> employee	-- a General Foreman (GF) shall be named
22 <sup>nd</sup> employee	-- 3 <sup>rd</sup> Foreman shall be named
3 Foreman, 1 GF	-- 22 to 30 employees
61 <sup>st</sup> employee	-- a Senior General Foreman (SGF) shall be named

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

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

**64.** Senior General Foreman should give orders to General Foreman and Foreman. General Foreman should give orders to Foreman. Foreman should give orders to Journeypersons and Apprentices.

**65.** All parties shall comply with all Federal Health and Safety Laws, State Laws, and City and County Ordinances pertaining to the Plumbing, Heating and Pipe Fitting Industry, including all State Safety and Health Measures and Laws. All Plumbing and Heating Contractors shall at all times encourage their Journeypersons

employees to acquire a Certificate of Competency to perform work covered under the Uniform Plumbing Code, and all Contractors shall do everything within their power to promote a Uniform Plumbing Code covered by the jurisdiction of this Agreement.

**66. EMPLOYEE ERRORS:** The worker shall be responsible for defects of workmanship resulting from their own negligence, the question of such responsibility to be determined by the Joint Conference Board as provided in ARTICLE V. The Union shall, however, in no event be responsible for worker's performance of their work.

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

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

**69.** Where, because work area is located on a particular job, the employees are required to walk

to the work area and where the parking is located one quarter ( $\frac{1}{4}$ ) mile or greater from the jobsite. The Contractor's representative and the Union's representative shall meet to establish a reasonable time to be allowed to walk one way on the Contractor's time. If the parties cannot agree on a reasonable time, the matter shall be referred to the Joint Conference Board and the decision of the Board shall be binding on all parties.

**70. PARKING:** Parking fees shall be paid by the Contractor where there is no free parking available within one quarter ( $\frac{1}{4}$ ) mile from the jobsite, after parking receipts are provided.

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

**72. TESTS:** Whenever any test is required of any employee by a Contractor by reason of the specification of a job, the Union agrees that upon being requested to furnish workers for such test they will supply only workers who are experienced in the type of work for which the test is required, unless otherwise agreed to by the Contractor. Before any person commences the



test, they shall be placed on the payroll of the Contractor. Any employee failing to pass the test shall be paid not less than four (4) hours at straight time rate, unless the time goes beyond the hours of a regular work day.

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

**74.** No employee shall be permitted to perform any work covered under this Agreement coming under the jurisdiction of UA Local Union 393 without having been properly dispatched from the UA Local Union 393 Joint Hiring Hall. Violations of this paragraph shall be submitted to the Joint Conference Board. This paragraph shall not preclude UA Local Union 393 from taking such action as they feel necessary before the UA Local Union 393 Executive Board.

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

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

vehicle between the established work hours of this Labor Agreement.

**77. CONTRACTOR TRUCK IDENTIFICATION:**

All trucks of Contractors are to be identified by a sign and number on both sides of the truck, legible at one hundred feet (100'), painted or permanently attached thereto, and displaying the name of the firm and the Contractor's license number for the firm. Any Contractor found guilty by the Joint Conference Board of violating this paragraph will be subject to disciplinary action of a fifty dollars (\$50.00) contribution to the Training Fund for the initial violation and an additional fifty dollars (\$50.00) daily contribution, commencing thirty-one (31) days after official notification is received from the UA Local Union 393 Business Office, so long as violation remains in effect. The Contractor must provide proof of correction at the UA Local Union 393 Union Hall.

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

**79.** No employee shall drive a Contractor's truck unless it shall be identified as described herein.

**ARTICLE IX – HOLIDAYS**

**CONSTRUCTION:** The following are holidays for all construction, including

but not limited to new construction, remodel, retrofit and tenant improvement:

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

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

- Monday following a Sunday Holiday
- Monday preceding a Tuesday Holiday
- Friday following a Thursday Holiday
- Friday preceding a Saturday Holiday
- Friday preceding a Monday Holiday

[except the Friday before the Day before  
New Year's Day, New Year's Day, Fourth

of July, Columbus Day, Martin Luther King's birthday, Veteran's day, the day before Christmas and Christmas Day]  
-Saturday in conjunction with a Monday or Friday Holiday  
-The day after Fourth of July when Fourth of July lands on a Monday,  
-The day after Christmas when Christmas lands on a Monday or Tuesday  
-The day after New Year's Day when New Year's Day lands on a Monday or Tuesday

## **SEE HOLIDAY CALENDARS – APPENDIX B**

**80. UNION ACTIVITIES DAY:** The Contractor agrees that should UA Local Union 393 implement a Union Activities Day, the Contractor will permit employees to take off from work one (1) day per year, upon receiving thirty (30) days notice from UA Local Union 393.

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

**82. PLUMBING SERVICE AND REPAIR:** The following shall be considered holidays on Service and Repair. The rate of pay for all work performed on service and repair holidays is time and one-

half (1 ½) the taxable rate, plus straight time for all fringe benefit payments:

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

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

**83. SICK LEAVE WAIVER:** Both parties agree that the July 1, 2015 requirements of California Labor Code Sections 245-249 do not apply to the work covered by this Agreement. If a municipality in Santa Clara and San Benito Counties adopts an identical ordinance for sick leave, then said ordinance is waived (i.e. identical accrual rates, etc.).

## **ARTICLE X - OVERTIME WORK PERMITS**

**84.** It is the responsibility of the Contractor and Employee to see that Overtime Permits are obtained and posted for all programmed construction overtime work. **INTENT:** Means all programmed overtime work performed before

and after the regular work day, and work performed on Saturdays, Sundays and holidays.

**A.** UA Local Union 393 member employees shall be given first right of refusal for all scheduled overtime work provided they are qualified and competent to perform the work. First right of refusal for overtime work for UA Local Union 393 members is to be considered jobsite specific.

**85.** The Contractor must contact UA Local Union 393 and obtain permission for all overtime work and an Overtime Permit number. Overtime Permits on approved permit forms must contain the Contractor's name, dates to be worked, the job name, the job address, the names of all employees working and an Overtime Permit number. Overtime Permit forms may be obtained from the UA Local Union 393 Office.

**86.** UA Local Union 393 shall have the right to refuse Overtime Permits when ten percent (10%) of the membership is unemployed in the classification of work for which the Permit is requested, excepting jobbing and repair, industrial maintenance, commercial remodeling or any work that can only be done during overtime hours. Upon being found guilty of violating this ARTICLE by the Joint Conference Board, the Contractor may be liable for wages and fringe benefits to be paid to workers on the Out-of-Work

List at the UA Local Union 393 Joint Hiring Hall for all work performed without obtaining an Overtime Permit as required above.

## **ARTICLE XI – SUBCONTRACTING**

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

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

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

**90.** No Contractor who has complied with the requirements of this ARTICLE XI shall be liable to the Union or to any worker for any default of its

Sub-Contractor in the performance of the terms and conditions of this Agreement if the following language is contained in the contract with the Sub-Contractor:

In consideration of Contractor entering into this Agreement, Sub-Contractor agrees that in the performance of all work hereunder, Sub-Contractor will be bound by and comply with all terms and conditions of the Collective Bargaining Agreement between UA Local Union 393 and the Contractor and all Individual and Independent Contractors and others, governing the performance of work by Contractor.

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Dated

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

**91.** It is understood and agreed that this provision shall be enforced only to the extent necessary to protect and preserve the employees in the bargaining unit all of the work which has normally and traditionally been performed by them. It is further understood and agreed that enforcement of this provision shall not include any self-help on the part of UA Local Union 393 such as the removal of employees from the job. All enforcement will be under the grievance procedures of the Collective Bargaining Agreement.



## **ARTICLE XII – STEWARDS AND UNION REPRESENTATIVES**

**92.** A steward shall be a working Journeyperson appointed by the Business Manager or Business Representative who shall, in addition to their work as a Journeyperson, be permitted to perform during working hours, Union duties as cannot be performed at any other time. UA Local Union 393 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. UA Local Union 393 shall notify the Contractors of the appointment of each steward in writing.

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

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

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

**96.** The Business Representative of UA Local Union 393 shall have access to the job site or shop, excluding offices, during working hours for the purpose of checking the members of the Union and the manner in which the terms of this Agreement are being complied with. If any condition requiring adjustment is observed, said Business Representative shall report them to the Contractor or their authorized representative.

### **ARTICLE XIII – PAY PROVISIONS**

UA Local Union 393 shall provide wage and fringe benefit schedules for all trade and Craft classifications, for Straight Time, Overtime and Double Time rates and Shift rates. **SEE WAGE SCHEDULE – APPENDIX A**

**97. STRAIGHT TIME HOURLY SCHEDULE:** Effective July 1, 2018 through June 30, 2019, the Journeyman total hourly cost package shall be as follows:

Base Rate	\$	57.10
Employee Savings		2.00
Market Recovery		0.80
Dues Check-Off		<u>2.76</u>
Total Taxable Wages		62.66
Health & Welfare	\$	14.96
H&W Extended Reserve		1.50
Part A Pension-Defined Benefit		16.42
Part B Pension-401(a) Contribution		7.00

SUB		0.50
Training Local		1.35
Training National		0.10
Labor Management Cooperation Trust		0.10
Contract Administration		<u>0.30</u>
Total Fringes	\$	42.23
<b>Total Package</b>	<b>\$</b>	<b>104.89</b>

**SEE WAGE SCHEDULE - APPENDIX A**

**98. FOREMAN, GENERAL FOREMAN, SENIOR GENERAL FOREMAN AND CERTIFIED ALLOY WELDER PAY:**

**A. FOREMAN PAY:** Foreman shall receive not less than twelve and a half percent (12.5%) over the regular straight time hourly rate for Journeypersons, including Employee Savings payments, and computed to the nearest one cent (\$.01). The Employer has the right to select their Foremen based upon the current required worker ratios and contract terms established in the Agreement. Employers may request that dispatched Foremen have completed the UA/MCAA Foreman Training Program. Such employer requests cannot be used to circumvent the UA Local Union 393 Joint Hiring Hall rules and completion of the UA/MCAA Foreman Training Program shall not be a precondition of a

worker either being hired as a Foreman, being promoted to a Foreman position, or prevent them from working in the capacity of a Foreman. Both UA Local Union 393 and the signatory Employers shall promote and encourage the UA Local Union 393 members to take and complete UA/MCAA Foreman Training Programs. The UA Local Union 393 Joint Apprenticeship Committee (JATC) shall offer this training for both Journeypersons and Apprentices. The JATC shall investigate adding this training to the fifth (5th) year Apprentice curriculum.

**B. GENERAL FOREMAN PAY:** General Foremen shall receive not less than twenty-two percent (22%) over the regular straight time hourly rate for Journeypersons, including Employee Savings payments, and computed to the nearest one cent (\$.01).

**C. SENIOR GENERAL FOREMAN PAY:** Senior General Foreman shall receive not less than thirty-two and a half percent (32.5%) over the regular straight time hourly rate for Journeypersons, including Employee Savings payments, and computed to the nearest one cent (\$.01).

**D. FRINGE BENEFITS FOR FOREMEN,  
GENERAL FOREMEN, SENIOR**

## **GENERAL FOREMEN AND CERTIFIED ALLOY WELDERS:**

The Fringe Benefits for Foremen, General Foremen, Senior General Foremen and Certified Alloy Welders shall be the same as for Journeypersons.

**E. CERTIFIED ALLOY WELDING PAY:** If a UA Local Union 393 dispatched employee is certified to perform any alloy welding by hand or mechanized procedure, then said employee will be paid eight percent (8%) over the regular straight time hourly rate for Journeypersons, including Employee Savings payments, and computed to the nearest one cent (\$.01) if they are dispatched to perform work on a power generation facility in excess of two hundred and fifty (250) megawatts. This eight percent (8%) premium shall be paid for all hours of any shift during which shift the employee performs any alloy welding by hand or mechanized procedure. The premium is not paid for tacking or for operating orbital welding equipment. Alloy welding processes eligible for the alloy welding premium shall be developed or approved by the UA Local Union 393 Joint Labor/Management Hiring Hall Committee.

**SEE WAGE SCHEDULE -  
APPENDIX A**

**99. FUTURE INCREASES:**

- A.** Effective July 1, 2019 through June 30, 2020 there will be an increase in the Journeyperson cost package of three dollar and fifty cent (\$3.50) per hour. The total hourly cost package will be allocated to wages and fringes by the members of UA Local Union 393.
  
- B.** Effective July 1, 2020 through June 30, 2021 there will be an increase in the Journeyperson cost package of three dollar and fifty cent (\$3.50) per hour. The total hourly cost package will be allocated to wages and fringes by the members of UA Local Union 393.

**SEE WAGE SCHEDULE -  
APPENDIX A**

**100. WAGE AND FRINGE REALLOCATION:**

UA Local Union 393 may re-allocate monies between wages and fringe benefits, excluding Contract Administration, so long as the Total Cost Package does not change, except for the contribution to the Local Training Fund which cannot be reduced without the written approval of the Associations.

**101. EMPLOYEE SAVINGS DEDUCTION:** The Contractor shall deduct from the basic hourly wage rate the amounts set forth in the wage scales for each classification and forward it to the individual employee's savings account, if so elected by the employee. Employees may opt in or out every November for the term of the agreement.

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

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

**104. APPRENTICE WAGES AND FRINGES:** Apprentices who are certified and performing certified welding on industrial projects, where required on the job, will be paid at the applicable Journeyman total package; otherwise:

**SEE APPRENTICE WAGE  
SCHEDULE - APPENDIX A**

**105. CONSTRUCTION TRADESMEN WAGES, FRINGE BENEFITS AND WORKING CONDITIONS:**

- A. SEE CONSTRUCTION TRADESMAN WAGE SCHEDULE - APPENDIX A**
  
- B. SCOPE OF WORK:** Construction Tradesman scope of work defined at end of Exhibit A.
  
- C. PROBATIONARY PERIOD:** Unless and until the Construction Tradesman completes one (1) full continuous year of employment with same employer, he/she shall be employed on a probationary status. During such probationary period, the Construction Tradesman may be terminated for any reason and such termination shall not be subject to the grievance procedure of the Agreement. Upon completion of the probationary period, an unemployed Construction Tradesman shall be entitled to placement on the Construction Tradesman A List at the UA Local Union 393 Joint Hiring Hall and shall have priority in dispatch over probationary Construction Tradesman on the Construction Tradesman B List. If a Construction Tradesman who has passed probation is terminated and contends that



he/she was terminated without just cause, then the grievance procedure of this Agreement shall apply.

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

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

**A. SEE MATERIAL HANDLER WAGE SCHEDULE - APPENDIX A**

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

**C. PROBATIONARY PERIOD:** Unless and until the Material Handler completes one (1) full continuous year of employment with same employer, he/she shall be employed on a probationary status. During such probationary period, the Material Handler may be terminated for any reason and such termination shall not be subject to the grievance procedure of the Agreement.

Upon completion of the probationary period, an unemployed Material Handler shall be entitled to placement on the Material Handler A List at the hiring hall and shall have priority in dispatch over probationary construction Material Handlers on the construction Material Handler B List. If a Material Handler who has passed probation is terminated and contends that he/she was terminated without just cause, then the grievance procedure of this Agreement shall apply.

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

**107. PAY DAY PROVISIONS:** Pay day shall be once each week with not more than three (3) days' pay being withheld, except that if because of the size or nature of the job and payroll more time is needed, the time may be extended by mutual consent between Contractor and UA Local Union 393. Employees are to be paid during the regular shift whether working in a shop, Contractor's yard, or in the field. The paycheck

and/or paystub, when delivered to a jobsite, shall be in a sealed envelope. If a regular pay day falls on a holiday, the day before the holiday shall be designated as pay day. When a holiday falls on the day after the end of the pay period, pay day may be one (1) work day later.

### **108. PAY ON LAYOFF OR DISCHARGE:**

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

**B.** Employees terminated shall be released no less than one (1) hour before the end of their employment to report to the UA Local Union 393 Joint Hiring Hall for the purpose of registering for work and shall be paid for this hour or paid one (1) hour in addition to the hours actually worked.

**C.** If the employee is not on the jobsite at layoff then the employer shall notify both the employee and UA Local Union 393 that the payroll check shall be mailed the same day to the UA Local Union 393 Hall. Any disputes shall go to the Joint Conference Board.

**109. PAYROLL CHECKS:** Payroll checks must bear the authorized signature of and be drawn from the account of the Contractor to whom dispatched. The employee shall receive a check stub from each check showing the Contractor's name and address, the rate of pay and the pay period covered. The regular and overtime hours worked shall be shown in separate columns, and Employee Savings contributions and all other deductions that are a part of this Labor Agreement, and all of the other deductions required by law, shall also be listed. Payroll checks may be directly deposited into an employee bank account when mutually agreed to by both employee and employer.

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

**111. REPORTING PAY – WORK NOT AVAILABLE:** Any employee, after being hired and reporting for work at the regular starting time,

and for whom no work is provided, shall receive pay for four (4) hours at the prevailing rate of wages unless they have been notified not to report; and any employee who reports to work and for whom work is provided shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one day shall receive not less than a full day's pay. An employee laid off at or before the lunch period shall be paid not less than four (4) hours. However, the exception shall be when strike conditions make it impracticable to put such an employee to work, or where stoppage of work is occasioned thereby, or when an employee leaves his/her work on his/her own accord.

**112. REPORTING PAY – INCLEMENT**

**WEATHER:** An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions or other conditions beyond the control of the Contractor, will receive two (2) hours' pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided in this ARTICLE, the worker must remain on the job available for work and work if so instructed, during the period of time for which they received pay unless released sooner by the Contractor's principal supervisor. After starting to work and work is stopped because of weather

conditions, the worker shall receive pay for the actual time on the job, but in no event less than two (2) hours. The Contractor shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on overtime day or on shift work, the premium rate shall be paid.

### **113. PAY FOR DAY OF DISPATCH:**

**A.** When employees are dispatched between 7:00 a.m. and 12:00 p.m. on the same day the valid request is received and they arrive at the shop or job site no later than 10:00 a.m., they shall be paid from the normal starting time. If the employee arrives at the shop or job site later than 10:00 a.m., he/she shall be paid from the time he/she reported for work, plus one (1) hour.

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

**ARTICLE XIV–WORK DAY–WORK WEEK AND  
OVERTIME PROVISIONS FOR  
CONSTRUCTION (Paragraphs 114 through  
119)**

**114.** The work day shall consist of eight (8) consecutive hours, between 7:00 a.m. and 4:30 p.m., exclusive of a one-half ( $\frac{1}{2}$ ) hour lunch period. With the consent of the Union, the starting time may begin before or after 7:00 a.m. and the Union will issue a permit for such start time which must be kept at the jobsite and available for inspection. The Union may revoke this permit at any time.

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

**A.** At the employer's discretion, when UA Local Union 393's unemployment percentage reaches twenty-five percent (25%), the work week may consist of four (4) eight (8) hour days, either Monday through Thursday or Tuesday through Friday. Half the crew will have Mondays off and half of the crew will have Fridays off. This will allow the jobsite to be manned five (5) days a week while sharing the burden of high unemployment with all the members.

## **116. REST PERIODS:**

**A.** Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas which may include, but not be limited to, the employees' immediate work area. The Employer shall work with the Business Office on specific situations.

**B.** Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at



his/her regular rate of pay within the same pay period.

**C.** A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

**D.** When employees are required to return to work with less than eight (8) hours of time away from work between regularly scheduled shifts, they shall be paid as if there was no stoppage of work and their pay rate will be at the proper overtime and/or double time pay rate. They shall be paid as if all hours worked were performed consecutively in a single shift. The employer will not be required to pay employee for time away from work between regularly scheduled shifts.

**E.** Any dispute concerning the above paragraphs (A - D) shall be referred to the Joint Conference Board.

## **117. OVERTIME:**

**A. TIME AND ONE HALF:** The first two (2) hours performed in excess of the eight (8) hour work day, Monday through Friday, and

the first ten (10) hours on Saturday, shall be paid at one and one-half times (1 ½) the straight time rate. Intent: Overtime will be calculated on **all** taxable wages.

**B. DOUBLE TIME:** All work performed on Sundays and holidays, and in excess of ten (10) hours a day, shall be paid at the double time (2) rate. Intent: Overtime will be calculated on **all** taxable wages.

**C. SPECIAL SATURDAY DOUBLE TIME:** Double time must be paid for all hours worked on Saturday when less than eight (8) hours work is provided. The eight (8) hours must be worked as eight (8) consecutive hours between 7:00 a.m. and 4:30 p.m., excluding a one-half (½) hour lunch period.

**D.** All contributions to the Part B Pension and/or Health & Welfare Extended Reserve, shall be paid at the applicable overtime rate. See wage rate sheet.

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

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

**PLUMBING SERVICE AND REPAIR  
(PARAGRAPHS 120-127)**

**120.** On service and repair work as defined in paragraph 57, all overtime work shall be paid at the rate of one and one-half ( $1 \frac{1}{2}$ ) times the regular rate, including all taxable items.

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

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

**123.** The employees and Contractors shall not change the intent of this Labor Agreement to use standby time during the regular scheduled work

day or work week to stand by without receiving their regular pay.

**124.** Each employee shall be entitled to two (2) consecutive days off during the week, and for any work in excess of the normal work day or work week shall be paid time and one-half (1 ½) for overtime including taxable items.

**125. OVERTIME:** A minimum of one (1) hour's pay at one and one-half (1 ½) the straight-time hourly wage rate shall be paid to employees when reporting for overtime work from their residence on service and repair.

**126.** Regularly indentured Apprentices in the Apprenticeship Training Program that have completed three (3) years of training may in their fourth (4th) year of training on service and repair work with or without a Journeyperson at the prevailing Apprentice rate of pay, provided the Contractor and Apprentice have signed an agreement with the Joint Apprenticeship Committee outlining the responsibilities of both parties.

**127.** Any service and repair work done on a job under construction shall be paid at the construction rate and work week.

## **REFRIGERATION AND AIR CONDITIONING SERVICE REPAIR AND MAINTENANCE WORK (PARAGRAPH 128)**

**128.** Contractors signatory to this Agreement who perform work covered under the scope of work provisions of the Northern California and Northern Nevada Refrigeration and Air Conditioning Agreement and the UA/MSCA National Service and Maintenance Agreements may perform such work according to the wages, hours, and other working conditions provided in those Agreements. Disputes over coverage and performance under those Agreements shall be resolved under the grievance procedures of this Agreement unless the Contractor is also signatory to either of the service agreements listed in this Agreement.

## **ARTICLE XV – SHIFT WORK**

**129.** Shifts may be established by mutual consent on the following scope of work: refineries, chemical plants, powerhouses and dams, and on other industrial construction and on jobs where circumstances and unusual conditions would create hardships on the Individual Contractor, provided they are working for five (5) or more consecutive working days on the following basis:

**A.** The regular starting time of the first (1<sup>st</sup>) or day shift shall be 8:00 a.m.; the regular starting time for the second (2<sup>nd</sup>) shift shall be 4:30 p.m.; and the regular starting time for the third (3<sup>rd</sup>) shift shall be 12:30 a.m. The foregoing starting times may be changed when mutually agreed to between the Individual Contractor and UA Local Union 393.

**B.** Where two (2) or three (3) shifts are worked, the first (1<sup>st</sup>) or day shift shall be established on an eight (8) hour basis; the second (2<sup>nd</sup>) shift shall be established on a seven and one-half (7-1/2) hour basis; and the third (3<sup>rd</sup>) shift shall be established on a seven (7) hour basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rates herein provided. However, employees on the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shift shall have fifteen percent (15%) added to their pay on all taxable monies. All overtime shall be paid at the prescribed base wages. Intent: Shift pay will be calculated on all taxable wages.

**C.** Employees shall be provided a paid one-half (1/2) hour meal period at the end of their established shift when more than two (2) hours of overtime is to be worked in addition to their established shift. A paid one-half

(1/2) hour meal period shall be provided when more than four (4) hours of overtime is worked thereafter. The paid meal periods shall be paid at the overtime rates provided for in this Labor Agreement.

A second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shift may be worked without the necessity of a first (1<sup>st</sup>) or day shift. However, all other requirements for shift work, including premium pay, shall be observed for these shifts.

## **SEE SHIFT WAGE SCHEDULE – APPENDIX A**

## **ARTICLE XVI – SAFETY PROTECTION AND COMPENSATION**

**130.** The Contractor and UA Local Union 393 recognize that the safeguarding of employees while at work is in the common best interest of the employees, the parties and all persons affected by the Agreement. The parties agree to cooperate in promoting an appreciation of this policy and an understanding of the means toward its accomplishment among management, supervision, and the bargaining unit employees. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Contractor to provide a safe and healthful workplace and conditions of employment.

**131.** It is further recognized that UA Local Union 393 has certain rights of an advisory nature in matters of employee safety and health. Nothing in this Agreement will make UA Local Union 393 liable to the Contractor, to any employees or to any other persons in the event that death, injury, or illness occurs.

**132.** UA Local Union 393 shall have the right to investigate all employee complaints concerning safety and health matters, and in this connection shall have the right under reasonable terms and conditions to use all of the Contractor's safety and health testing equipment for the purpose of making an independent judgment concerning such a complaint. Any complaint, disagreement or dispute relating to safety or health is subject to the grievance-arbitration procedure of this Agreement.

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

**134.** No tools shall be furnished by any employees, except that employees may furnish their own hoods and goggles. Personal electronic devices, such as, but not limited to, personal cell phones, personal smart phones, or personal smart watches shall not be used for company



business. (See U.A. Standard for Excellence). The Contractor shall furnish employees with clear and colored glass for their hoods and goggles and shall furnish hoods and gloves to welders, Journeypersons and/or Apprentices working with the welder, requiring the same for their protection.

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

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

## **ARTICLE XVII – FABRICATION**

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

**138.** Standard mill-run lengths of pipe are not fabricated material for the purpose of this

Agreement. Custom lengths are fabricated material with the exception of pipe up to twelve inches (12") in length.

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

**140.** All employees performing work covered in this Fabrication section shall be paid at a rate not less than the total cost package provided in this Agreement. At the written request of UA Local Union 393, the Contractor will supply Certified Payroll as proof of compliance of this provision. All fabrication must be performed either on the job site or in the Contractor's shop or yard within the geographical area of San Mateo, Alameda, Santa Clara and San Benito Counties.

**141.** If any fabricated item is ordered from a person other than a signatory Contractor, all of the terms and conditions of this ARTICLE shall apply. In the event there is a violation of the fabrication clause, the Contractor shall pay as damages the wages and fringe benefits lost to the worker or workers on the top of the Union's Out-of-Work List. UA Local Union 393 shall not have the right to strike, picket or engage in other

economic action to enforce this fabrication clause. It is understood and agreed that this provision shall be enforced only to the extent necessary to protect and preserve to the employees in the aforesaid multi-employer collective bargaining unit all of the work which has normally and traditionally been performed by them. It is further understood and agreed that enforcement of this provision shall not include any self-help on the part of UA Local Union 393 such as the removal of employees from the job. All enforcement will be under the grievance procedures of the Collective Bargaining Agreement.

## **ARTICLE XVIII – BETTER CONTRACT**

**142.** No Contractor bound hereby shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors working under a Collective Bargaining Agreement with UA Local Union 393 covering similar work in the same locality, except as provided in the following paragraph.

### **143. SPECIAL PROJECT AGREEMENT:**

**A.** When a project to be constructed in the area of Santa Clara/San Benito Counties presents a unique problem of manning, hours worked, or effective competition, the

Individual Contractor may, through its representative Association, petition the Joint Conference Board for Special Project Agreement consideration. After proper presentation of special circumstances of the project the Special Project Agreement may be written by the Joint Conference Board provided the parties to the Agreement agree.

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

**C.** The Special Project Agreement approved by the Joint Conference Board may involve more than one project if it is limited to the terms set forth in Exhibit "D" to this agreement.

## **ARTICLE XIX – JOURNEYPERSONS AND APPRENTICE TRAINING FUND**

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

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

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

## **ARTICLE XX – HEALTH AND WELFARE PLAN**

**147.** Each Contractor shall pay into the UA Local Union 393 Health and Welfare Trust Fund, for each of its employees, the sum per hour for each hour of straight time and overtime worked by them upon the work covered by this Agreement in the amounts provided for in ARTICLE XIII of this Agreement for health and welfare and supplemental unemployment benefits.

Each Contractor shall contribute in a manner compliant with federal law to the UA Local Union 393 Dependent Care Assistance Flexible Spending Account on behalf of each employee covered by the UA Local Union 393 Master Labor Agreement who has elected to participate, the amount specified on an Enrollment Contribution Change form filed by the Employee with his

Employer and the UA Local Union 393 Welfare Fund Office, not to exceed the Internal Revenue Code Section 129 limits. The contribution amounts and the frequency of change of deferral amount will be governed by the various Plan documents of the UA Local Union 393 Dependent Care Assistance Flexible Spending Account Plan.

**148.** Said Trust Fund shall be administered in accordance with the UA Local Union 393 Health and Welfare Trust Agreement dated September 24, 2012, establishing said Trust Fund as the same has been and may hereafter be amended and by the Board of Trustees that are appointed in accordance therewith.

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

## **ARTICLE XXI – PENSION PLANS**

**150. Employer Mandatory Contributions:** Each Contractor shall pay into UA Local Union 393 Pension Fund, Defined Benefit and Defined Contribution Plans, for each of its employees, the sum per hour for each hour of straight time and overtime worked by them upon the work covered by this Agreement provided for in ARTICLE XIII

of this Agreement. The payment for the Defined Benefit contributions shall be at the straight time per hour rate. The payment for the Defined Contribution contributions shall be at the per hour rate for straight time, over time and/or double time rate. Each Contractor shall also pay into the UA Local Union 393 Defined Benefit Plan for the Retiree Ad Hoc Benefit for each of its employees, the sum of fifty-five cents (\$0.55) for each hour of straight time and overtime worked. The Ad Hoc Benefit shall be administered in accordance with the Rules established by the Board of Trustees for the UA Local Union 393 Defined Benefit Plan.

**Employee Elective Deferrals:** The UA Local Union 393 Defined Contribution Plan accepts elective deferrals/401(k) contributions. Each Contractor shall contribute in a timely manner, compliant with Federal Law to the UA Local Union 393 Defined Contribution Plan, on behalf of each of its employees who have elected to participate in the 401(k) Plan the amount specified on an Enrollment/Contribution Change form filed by the employee with the Contractor and the UA Local Union 393 401(k) contributions shall not exceed the Internal Revenue Code Section 402(g) limit. The 401(k) contribution amounts, which are voluntarily deferred from wages for income tax purposes, and the frequency of change of deferral amount will be governed by the various Plan documents of the UA Local Union 393 Defined Contribution Plan. The payment of

401(k) deferrals shall be at the per hour rate for straight time, overtime and/or double time.

## **SEE WAGE SCHEDULE – APPENDIX A**

**151.** Said Pension Fund shall be administered in accordance with the UA Local Union 393 Pension Trust Fund Trust Agreement dated September 24, 2012, establishing said Trust Fund as the same has been and may hereafter be amended, and by the Board of Trustees appointed in accordance therewith.

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

## **153. PENSION AUGMENTATION FUND**

**A.** There has previously been established a Pension Augmentation Fund. The contribution of three dollars and fifty cents (\$3.50) per hour to this Fund was suspended by virtue of amendments to this Agreement made in 1986.

**B.** This three dollars and fifty cents (\$3.50) per hour employer contribution to the Pension Augmentation Fund for all straight



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

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

## **ARTICLE XXII – EMPLOYEE SAVINGS ACCOUNT PLAN**

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

**155.** The Contractor shall forward monthly the amounts deducted from the employees' wages for Employee Savings to the depository

designated jointly by the Contractor and the Union.

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

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

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

## **ARTICLE XXIII – LABOR MANAGEMENT COOPERATION TRUST**

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

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

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

## **ARTICLE XXIV – CONTRACT ADMINISTRATION FUND**

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

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

**164.** No portion of the Contract Administration Fund may be used for lobbying or promoting legislation harmful to the Union, subsidizing Contractors during a strike, or any other action which would be adverse to the interest of the Union. The negotiations of new Agreements to succeed this one, or of amendments to this Agreement shall not be deemed action adverse to the interest of the Union. Furthermore, action

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

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

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

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

**168.** Any Contractor who is delinquent or in default in any of the payments provided for under ARTICLE XXV shall have such delinquencies

immediately reported to the Joint Conference Board or the UA Local Union 393 Trust.

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

## **ARTICLE XXV – PAYMENTS TO THE TRUST FUNDS**

**170.** All payments provided in ARTICLES XIX, XX, XXI, XXIII, XXIV and the Employee Savings, Dues Check Off, Market Recovery, Vision 2020 and Supplemental Unemployment (SUB) contributions provided in Article XIII (herein collectively referred to as "contributions") shall be due and payable monthly on or before the fifteenth (15th) day, and must be paid not later than the fifteenth (15th) day of each calendar month for all work performed in the preceding month, except for the 401 (k) contributions which

must be actually received by the Trust Funds Administrative Office by the eighteenth (18<sup>th</sup>) of the month following the month in which the work was performed. Administrators of the Trust Funds shall in each case provide each Contractor with a form of report to be filled out and mailed by the Contractor with its contributions to the place designated by the Administrators; such reports and contributions must be in the hands of the Administrators not later than the fifteenth (15<sup>th</sup>) of the month or else the Contractor shall be deemed and held to be delinquent in the monthly payments required by said ARTICLES. Reports and contributions deposited in the mail must be postmarked not later than the fifteenth (15<sup>th</sup>) day of the month or they shall be deemed and held to be delinquent. The Boards of Trustees of the Trust Funds may provide for one (1) report form and one (1) monthly payment for all contributions. Monies collected, net of expenses and fees of collection, shall be allocated to the appropriate Trusts, organizations and individuals. If less than the full amount of contributions (after deducting costs of collection) has been collected, the money available for distribution shall be disbursed in the following priority order, each category being paid in full before any money is disbursed to the next category:

Bankruptcy, Judgments, Settlements and Partial Payments of less than the full amount of fringe benefits due shall be processed and applied in

accordance with the priority established pursuant to this Section:

1. Employee savings deduction, market recovery deduction, dues check-off deduction, an Part B Pension – 401 (k) deduction
2. Part A Pension (Defined Benefit), Part B Pension (401 (a) Contribution)
3. Training Funds (Both the Local PTTC and the International Training Funds)
4. Labor Management Cooperation Trust
5. Contract Administration

**171.** In respect to all payments provided for by said ARTICLES XIX through XXIV inclusive, time is of the essence. The parties hereto recognize and acknowledge that the prompt payments of amounts due by Contractors pursuant to ARTICLES XIX through XXIV, inclusive, are essential to the maintenance in effect of the various funds and plans involved, and that it would be extremely difficult if not impractical to fix the actual expense and damage to the parties hereto and to the Funds which would result from the failure of an Individual Contractor to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damages to each said Fund and to the parties hereto resulting from any such failure shall be by way of liquidated damages and not assessment of penalty, the sum of two hundred and fifty



dollars (\$250.00) per month for each such failure to pay in full within the time limits provided, which said amount shall become due and payable to the Funds at their respective principal offices, upon the day immediately following the date on which the Contractor became delinquent. Liquidated damages shall be added to and become a part of said amount due and unpaid and the whole thereof shall bear interest at the rate of ten percent (10%) per annum until paid. The liquidated damages shall be increased to twenty percent (20%) of the principal amount due and owing in the event a principal amount is due and owing on the day a lawsuit for collection is filed, or becomes owing after a lawsuit for collections is filed in a State or Federal court or an unfair labor practice charge is filed with the National Labor Relations Board. If any Individual Contractor defaults in the payment of any payments due the Fund, in addition to the amount due and the liquidated damages provided for, there shall be added to the obligation of the Individual Contractor who is in default all reasonable expenses incurred by the Fund in the collection of the same including but not limited to reasonable attorney's and accountant fees, cost of any bond or lien and court costs.

**172.** In addition to the foregoing, each Individual Contractor shall post with the agency so designated by the Board of Trustees of the Welfare Plan a bond to be issued by a qualified

surety company doing business in the State of California, said bond to be based on the average number of bargaining unit workers employed for the past calendar year, (or to deposit an equivalent amount of cash in an escrow account in a bank to be designated by the Board of Trustees of the Welfare Plan) to secure the payment of the amounts required by this Agreement to be paid to the Trust Fund provided in ARTICLES XIX, XX, XXI, XXII, XXIII and XXIV thereof. New Contractors shall meet with UA Local Union 393 in regard to all work to be performed in regard to bonding.

UA Local Union 393 Employees	Bond Required
1 to 3	\$ 5,000
4 to 10	20,000
11 to 20	40,000
21 to 30	60,000
31 to 40	75,000
41 to 50	90,000
51 to 60	105,000
61 to 75	120,000
76 to 100	135,000
Over 100	150,000

**173.** UA Local Union 393 shall remove employees covered by this Agreement from employment with a delinquent Contractor, or from employment with a Contractor who failed to maintain a fringe benefit bond in the required amount, provided that advance notice of not less than twenty-four (24) hours is given of such action to the delinquent Contractor. For purposes of this paragraph "delinquent Contractor" means a Contractor who owes principal contributions to the Trust Funds or who owes three (3) months or more of liquidated damages payments. Such removal of employees and cessation of work by employees for such delinquent Contractor shall continue until the Administrator of the Fund involved verifies that there is no money owing to the Fund by such Contractor.

**174.** When employees are removed from a Contractor's shop or job because of delinquency in payment of fringe benefits or wages, the Contractor shall pay to all such removed employees sixteen (16) hours in addition to time worked on the date of removal, if any, at their regular rate of pay plus fringe contributions, in the same manner as if they were employed on the job. When the delinquent wages and/or fringe contributions are paid and the account is cleared in full, and the employees notified to return to work prior to said sixteen (16) hours, then the Contractor shall be liable only for those hours the employees were actually off the job because of

such violation of contract, and provided further, that if they are not available to return to work within two (2) hours of such notice, they shall receive pay for only two (2) hours after receipt of such notice by the Union.

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

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

**177.** There shall be proportionate representation on all Trusts and Committees, excluding Joint Conference Board and Contract Administration Fund, of any Contractor Group signatory to an Agreement with UA Local Union 393.

## **ARTICLE XXVI – AFFIRMATIVE ACTION COMMITTEE**

**178.** Within sixty (60) days after the execution of this Agreement, The Associations shall appoint three (3) Contractor Representatives, and UA Local Union 393 shall appoint three (3) Union Representatives as members of the Affirmative Action Committee for the Plumbing and Pipe Fitting Industry of Santa Clara-San Benito Counties. The members of the committee may, but need not, be members of the Joint Conference Board.

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

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

**181.** The Committee shall establish communication with leaders of local interested public and private organizations and other

Affirmative Action Programs to review the possibility of integrating programs to eliminate a duplication of efforts within the Building Construction Industry.

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

## **ARTICLE XXVII – WARRANTY**

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

represent, and the Local Union on whose behalf the said parties are signing the said Agreement.

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

## **ARTICLE XXVIII – GENERAL SAVINGS CLAUSE**

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

## **ARTICLE XXIX – TERM OF AGREEMENT**

**186.** This Agreement effective as of 12:01 a.m., July 1, 2018, shall remain in full force and effect, without change or modification, until midnight, June 30, 2021. Thereafter this Agreement shall, without change or modification, continue to remain in full force and effect unless one of the parties hereto gives written notice to the other party of a desire to change, supplement, renew, extend, modify or terminate the terms hereof, which notice shall be given at least sixty (60) days, but in no event more than ninety (90) days, prior to midnight, June 30, 2021. Notice to the Employer Association shall be deemed notice to each of the Contractors who are members of the Employer Association or who have delegated their bargaining authority to the Employer Association at the time of such notice. While this Agreement continues in effect neither party will make demand upon the other party for any changes in conditions or benefits except at the time and manner herein provided.

The Individual Contractor shall become party to this Agreement effective July 1, 2018 through June 30, 2021, and shall continue to be signatory to any successor Agreement thereto, unless terminated by giving written notice of withdrawal to UA Local Union 393 (and if a member of an Association, to that Association) at least sixty (60) days, but in no event more than ninety (90) days,



prior to June 30, 2021, or at least sixty (60) days, but in no event more than ninety (90) days, prior to the expiration date of any succeeding Agreements. If this Agreement is modified mid-term by agreement between the Associations and UA Local Union 393, the Individual Contractor shall be bound to the modification (including any modification to the expiration date of this Agreement) unless the Individual Contractor delivers written notice to UA Local Union 393 within thirty (30) days of its receipt of the modification(s) that it does not agree to be bound to all of the modification(s). Unless notified otherwise, the Individual Contractor shall only have the option to accept or reject all of the modifications as a package and will not have the option to select only some of the modifications.

**187.** UA Local Union 393 agrees that in the event that either party should exercise its right under the paragraph last above set out, at the time and in the manner therein provided, UA Local Union 393 will for a period of sixty (60) days prior to June 30, 2021, bargain with Contractor with respect to all wage rates, working conditions and hours of employment for the work herein covered.

**188.** If no Agreement has been entered into between the parties hereto by June 30, 2021, then this Agreement shall thereupon cease and terminate, unless extended thereafter by mutual agreement.

**189.** Notwithstanding the above, this Contract shall be reopened to provide for the allocation of the total cost package increases provided for herein, effective July 1, 2019 and July 1, 2020. The Union shall endeavor to advise the Contractor of the allocation at least sixty (60) days prior to the effective date of the cost package increase.

**190. LABOR MANAGEMENT LABOR AGREEMENT DISCUSSION COMMITTEE:** The parties to this agreement shall establish a Labor Management Labor Agreement Discussion Committee. (The members of this committee shall be the Negotiating Committees of UA Local Union 393 and the Contractor Association). This committee shall meet no less than once every other month and may meet upon the call of the Chair or Co-Chair at any time.

**191.** The purpose of this committee is to discuss possible mid-term changes to the Labor Agreement. When the committee reaches an agreement on a possible change to the Labor Agreement, the suggested change to the Labor Agreement shall be submitted to the Contractor Association and if approved by the Contractor Association, it shall then be submitted to the membership of UA Local Union 393 for approval. Any item that is approved by the Contractor Association and the membership of UA Local

Union 393 shall then be implemented into the Labor Agreement as of the date provided for in the proposal.

# **EXHIBIT A – FIFTY POINTS OF JURISDICTION**

## **SECTION 1 – FIFTY POINTS OF JURISDICTION**

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

### **JOURNEYPERSON AND APPRENTICE**

1. All piping, valves, Building Information Modeling (BIM), computerized global positioning systems, computer aided drafting and/or hand detail

drawing 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, drainage areas, soil pipes, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, gray water, rainwater and reclaimable water collection of every type and description used for plumbing and pipefitting systems, etc.

7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.

8. All bathroom, toilet room and shower room accessories, i.e. as 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 and copper 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 pipes, 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 coils, carbonic gas piping for soda fountains and bars, etc.

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

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

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

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

17. All power plant piping of every description.

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

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

20. All soot blowers and soot collecting piping systems.

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

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

23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.

24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes, as well as all radon piping and all methane recovery systems.

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, etc.

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, valves, Building Information Modeling (BIM), computerized global positioning systems, and computer aided drafting and/or hand detail drawing, 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 purposes, either by water, air, steam, gas, oil, chemicals, geothermal, solar or any other method.

33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying and dehydrating by any method, and the charging, testing, and servicing of all work after completion.

34. All pneumatic tube work, and all piping for carrying systems by vacuum, 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, valves, Building

Information Modeling (BIM), computerized global positioning systems, computer aided drafting and/or

hand detail drawing 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 of piping systems by any mode or method (including computerized global positioning systems) and cutting of all holes, chases and channels, the setting and erection of bolts, helical piers, inserts, stands, brackets, supports, sleeves, thimbles, hangers (including all seismic 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 of all boiler trimmings.

42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, 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 (including any computerized global positioning systems used in the fabrication process), 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, inspecting, testing, including but not limited to nondestructive examination, commissioning, renovation, upgrading, modernization, replacement and dismantling of all work installed by Journeypersons members of the United Association.

49. All piping for cataracts, cascades (i.e. artificial

water falls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds used for industrial, manufacturing, commercial, or for any other purposes.

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

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

## **SECTION 2 – DETAILING**

Any employer signatory to the United Association Pipe Fabrication Agreement is exempt from the terms and conditions of this Exhibit for any work performed under the terms and conditions of the United Association Pipe Fabrication Agreement.

**A.** The detailing of piping systems used for fabrication shall be performed by a UA member under the terms and conditions of this Labor Agreement commencing on

January 1, 2013. Such detailing, whether by hand or computer aided, shall include:

1. The review and adjustment to drawings to ensure constructability of drawings for fabrication.

2. Assignment of all elevations and coordinates as related to fabrication.

3. Coordination resolution of all plumbing, piping & hanger collisions as required for fabrication.

4. Annotations of the drawings otherwise covered by this section as required for fabrication. (dimension, pipe sizing, elevations, etc.)

5. Attendance at coordination meetings as required for fabrication.

6. Spooling of all plumbing and piping which is to be fabricated, including but not limited to a final check for accuracy of a root drawing as required for fabrication.

7. There will be freedom of movement of manpower for work performed under this Exhibit from UA Local Unions 38, 159, 342, 343, 447, 467 & DC 36. Wage and Fringe total package to be the higher of the

employee's home Local or UA Local Union 393.

8. One (1) UA detailer from outside the following UA Locals (38, 159, 342, 343, 447, 467 & DC 36) may be assigned per job as a company representative and paid as such. Note: This company representative does not count towards the allocation of manpower under 'UA Local Unions 342 and 467 Freedom of Movement of Manpower'.

9. The provisions of items 7 & 8 do not apply to hand detailing performed on the job site. Hand detailing shall continue to be performed only by employees referred from the UA Local Union 393 Joint Hiring Hall.

10. Workers performing detailing for work within UA Local Union 393's jurisdiction shall be paid no less than UA Local Union 393's BTJ wages and fringes.

The work shall be performed by either a UA Building Trades Journeyman or Apprentice. No Apprentices shall be employed as a detailer until he/she has achieved at least the sixth 6<sup>th</sup> period and no Apprentices shall work as a detailer for more than twelve (12) months of their five (5) year Apprenticeship program.

The past practice and interfacing between detailers, estimators, engineers, and project managers shall continue to be permitted.

**B.** Nothing in this section (1-19) prohibits assignment of the following tasks to engineers or professional draftspersons:

1. Posting of all drawings to a common server for review by all crafts and parties.
2. Cleaning up backgrounds and file manage those backgrounds.
3. Clash detection & view points.
4. Original equipment layout.
5. Plotting of all drawings for fabrication after detailer has finished his work.
6. Drawing of manufacturer required installation details.
7. Drawing of riser diagrams.
8. Drawing of P&ID diagrams.
9. Resizing of piping when routing the piping changed the branch location and

when equipment has been added or modified.

10. Setting up borders and viewports including sheet notes to follow the intent of the original Engineer's design.

11. Acquisition of all submittals before the detailer gets assigned to the job.

12. Creation of an Excel spreadsheet (job specific) showing all valves and hangers.

13. Creation of database for job specific (Cad Mech.) fittings, valves, pipe material, hangers (type of copper, carbon steel, ss, pvc, pvdf, waste, etc.)

14. Conversion of (Export) Revit Files to Auto-Cad.

15. Converting, scaling, exporting & formatting the many Cad file types & CAD programs such as Tekla, 3D civil, IFC files, etc.

16. Setting up floor elevations, (Cad Mech.) floor to soffit.

17. Layout of ceiling access doors and production of drawing showing such after



detailer has coordinated the valve locations.

18. Submission of RFI's and set up RFI logs.

19. Set up and management of drawing logs.

### **SECTION 3 – ROBOTIC TOTAL STATION SYSTEMS**

All work covered under this Agreement requiring the use of Robotic Total Station Systems including, but not limited to, Trimble Robotic Total Station, Sokkia Robotic Total Station and similar such devices, is a tool of the trade at the jobsite and will be field operated by a bargaining unit member. Note: It does not include downloading or programming to the device.

### **SECTION 4 – CONSTRUCTION TRADESMAN**

#### **SCOPE OF WORK**

1. General housekeeping.
2. Truck driving to deliver parts or equipment.
3. All digging and backfilling of trenches for piping, including cutting and patching.

4. Clean fixtures.

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

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

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

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

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

10. Complete Demolition of a building or structure.

## **SECTION 5 – MATERIAL HANDLER**

### **SCOPE OF WORK**

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

2. Receiving and stocking materials, parts and equipment in shop;
3. Filling orders in the shop of materials, parts and equipment for delivery to job sites;
4. Delivery of materials, parts and equipment to job sites shall be to a designated storage area or (one (1) drop);
5. No distribution of materials, parts and equipment shall be made at a job site.

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

This Agreement is entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as  
"Contractor," and UA Local Union 393 of the  
United Association of Journeypersons and  
Apprentices of the Plumbing and Pipe Fitting  
Industry of the United States and Canada, AFL-  
CIO, hereinafter referred to as "Union", for the  
purpose of the building and construction work of  
the Contractor at the \_\_\_\_\_  
\_\_\_\_\_ located at \_\_\_\_\_

\_\_\_\_\_ to the extent Contractor has the right to assign  
such work and such work comes within the  
jurisdiction of Union, as established and  
recognized by the Building and Construction  
Trades Department of the AFL-CIO.

**COVENANTS**

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

Whereas, Union has in its membership  
throughout the area members competent and

qualified to perform the work of Contractor at this Project.

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

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

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

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

It Is, Therefore, agreed by the undersigned Contractor and Union in consideration of the mutual promises and covenants contained herein that this Special Project Agreement be made as follows:

## **ARTICLE I – INTENTS AND PURPOSES**

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

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

## **ARTICLE II – TERMS AND CONDITIONS OF EMPLOYMENT**

3. Right to Refuse to Work with Non-Union Craftsmen: Contractor shall not require any employee covered by the current and extended Collective Bargaining Agreements to work at the same job site at the same time or times as the employee or employees of any other Contractor whose wages, hours and conditions of employment are less favorable than the wages, hours and conditions of employees generally in the same craft in the area covered by this Agreement. Furthermore, recognizing the "special problems" in the Construction Industry based upon the close relationship between Contractors and 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 work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee of Contractor refuses to enter upon any such construction site where Non-Union employees are employed and which would require the employee to work "shoulder-to-shoulder" or alongside the Non-Union employee or employees, or

refuses to remain on such a job site when Non-Union employees are engaged in such construction on the job site. This clause shall apply only to job sites where the Union's members are working, whether it be on a construction site of Contractor or any site within the jurisdiction of the Union.

### **ARTICLE III – STATUS OF THIS SPECIAL PROJECT AGREEMENT**

4. It is mutually agreed that this Special Project Agreement is the type of Agreement referred to in ARTICLE XVIII, paragraph 143, of the current Collective Bargaining Agreement and therefore is excepted from application of this "Favored Nation" clause.

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



Only AFL-CIO Building Trades Union workers perform work at the Project job site during the period commencing when the first (1<sup>st</sup>) work is performed by a member of Union and ending when all construction at the Project job site within the work jurisdiction of Union ends and the Contractor's warranty period begins.

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

#### **ARTICLE IV – SAVINGS CLAUSE**

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

be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

8. It is hereby agreed and understood by the parties that, the collection of any pension augmentation funds due by virtue of the violation of Special Project Agreements or failure to file for a waiver under a Special Project Agreement, shall not include any self-help on the part of the Local Union such as the removal of employees from the job for the purpose of enforcing the contribution. All enforcement will be under the grievance procedures of the collective bargaining agreement.

## **EXHIBIT C – SIDE LETTER (CAD)**

It is anticipated that there will be a manpower shortage in the industry, including Computer Aided Drafting “CAD” detailing. Historically, the majority of CAD detailing has been done by United Association members, specifically UA Local Union 393.

Both Labor and Management recognize the invaluable asset that the UA Local Union 393 membership provides as Auto-CAD detailers. The parties herein agree to promote Auto-CAD detailer training at the Loyd E. Williams Pipe Trades Training Center with the intent of facilitating the Contractor’s needs for the future workload. This training will assist UA Local Union 393 to further develop an Auto-CAD trained detailers list at UA Local Union 393’s Union Hall.

The detailers list will be promoted by both Labor and Management to the signatory Contractor’s, with the intent of providing as many Auto-CAD detailers from the UA Local Union 393 labor pool as the demand requires.

The development of UA Local Union 393’s Auto-CAD detailing will be added as an agenda item to the monthly Labor-Management Steering Committee meeting to further promote its cause.

**EXHIBIT D – SPECIAL PROJECT  
AGREEMENT**

## **EXHIBIT E – OPPORTUNITY TO WORK ORDINANCE WAIVER**

The collective bargaining parties agree, to the fullest extent permitted by law, this Agreement shall operate to waive any provision of the San Jose Opportunity to Work Ordinance, effective March 30, 2017 and shall supersede and be considered to have filled all requirements of said ordinance as presently written and/or amended during the life of this Agreement.

Specifically, in accordance with the provisions of Section 4.101.110 (Collective Bargaining Under Federal Law) of the San Jose Opportunity to Work Ordinance, the collective bargaining parties hereby expressly waive the Opportunity to Work Ordinance requirements in clear and unambiguous terms.

**MASTER LABOR AGREEMENT  
BETWEEN  
U.A. LOCAL UNION 393**

**AND**

**SCVCA, NCMCA, GBA and UMIC**

**EFFECTIVE JULY 1, 2018  
EXPIRES JUNE 30, 2021**

**SIGNATURE PAGE**

Plumbers, Steamfitters and  
Refrigeration Fitters U.A Local Union  
393

By   
Steve Flores, Business Manager

Northern California Mechanical  
Contractors Association

By   
Alex Hall, President

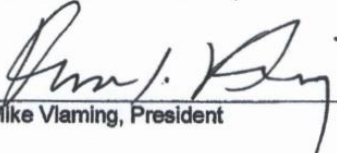
Santa Clara Valley Contractors  
Association

By   
Larry Gates, President

Greater Bay Area Association of  
Plumbing and Mechanical Contractors

By   
Tim Whalen, President

Industrial Contractors – UMIC, Inc.

By   
Mike Viaming, President

# SIGNATURE PAGE

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

UA LOCAL UNION 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA

SANTA CLARA COUNTY CONTRACTORS  
ASSOCIATION

\_\_\_\_\_  
Steve Flores, Business Manager

\_\_\_\_\_  
Larry Gates, Executive Manager

**July 1, 2018 to June 30, 2021**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between UA Local Union 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("UA Local Union 393") and The Contractor's Association.

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

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

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

The undersigned Individual Employer shall become party to the Multi-Employer Agreement as negotiated by The Contractor's Association and UA Local Union 393 effective July 1, 2018, and shall continue to be signatory to any successor Agreement thereto, unless terminated by giving written notice of withdrawal to UA Local Union 393 and The Contractor's Association at least sixty (60) days prior to June 30, 2021, or sixty (60) days prior to the expiration date of any succeeding Agreements.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title Print Name

Address: \_\_\_\_\_

Individual

Corporation

Partnership

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

State Contractors License Number: \_\_\_\_\_

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

Accepted and Approved by UA Local Union 393

# SIGNATURE PAGE

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

UA LOCAL UNION 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA

NORTHERN CALIFORNIA MECHANICAL  
CONTRACTORS ASSOCIATION

\_\_\_\_\_  
Steve Flores, Business Manager

\_\_\_\_\_  
Alex Hall, Executive Vice President

**July 1, 2018 to June 30, 2021**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between UA Local Union 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("UA Local Union 393") and The Contractor's Association.

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

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

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

The undersigned Individual Employer shall become party to the Multi-Employer Agreement as negotiated by The Contractor's Association and UA Local Union 393 effective July 1, 2018, and shall continue to be signatory to any successor Agreement thereto, unless terminated by giving written notice of withdrawal to UA Local Union 393 and The Contractor's Association at least sixty (60) days prior to June 30, 2021, or sixty (60) days prior to the expiration date of any succeeding Agreements.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title Print Name

Address: \_\_\_\_\_

Individual

Corporation

Partnership

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

State Contractors License Number: \_\_\_\_\_

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

Accepted and Approved by UA Local Union 393



# SIGNATURE PAGE

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

UA LOCAL UNION 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA

GREATER BAY AREA ASSOCIATION OF  
PLUMBING AND MECHANICAL  
CONTRACTORS

\_\_\_\_\_  
Steve Flores, Business Manager

\_\_\_\_\_  
Tim Whalen, President

**July 1, 2018 to June 30, 2021**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between UA Local Union 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("UA Local Union 393") and The Contractor's Association.

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

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

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

The undersigned Individual Employer shall become party to the Multi-Employer Agreement as negotiated by The Contractor's Association and UA Local Union 393 effective July 1, 2018, and shall continue to be signatory to any successor Agreement thereto, unless terminated by giving written notice of withdrawal to UA Local Union 393 and The Contractor's Association at least sixty (60) days prior to June 30, 2021, or sixty (60) days prior to the expiration date of any succeeding Agreements.

Firm Name: \_\_\_\_\_

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

Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_

Individual

Corporation

Partnership

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

State Contractors License Number: \_\_\_\_\_

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

Accepted and Approved by UA Local Union 393

# SIGNATURE PAGE

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

UA LOCAL UNION 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA

INDUSTRIAL CONTRACTORS – UMIC, INC.

\_\_\_\_\_  
Steve Flores, Business Manager

\_\_\_\_\_  
Mike Vlaming, Chairman

**July 1, 2018 to June 30, 2021**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between UA Local Union 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("UA Local Union 393") and The Contractor's Association.

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

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

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

The undersigned Individual Employer shall become party to the Multi-Employer Agreement as negotiated by The Contractor's Association and UA Local Union 393 effective July 1, 2018, and shall continue to be signatory to any successor Agreement thereto, unless terminated by giving written notice of withdrawal to UA Local Union 393 and The Contractor's Association at least sixty (60) days prior to June 30, 2021, or sixty (60) days prior to the expiration date of any succeeding Agreements.

Firm Name: \_\_\_\_\_

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

Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_

Individual

Corporation

Partnership

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

State Contractors License Number: \_\_\_\_\_

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

Accepted and Approved by UA Local Union 393

# APPENDIX A – WAGE/FRINGE RATES

## Straight Time Wage & Fringe Rates

Effective July 1, 2018 through June 30, 2019

### Journeyman Rate:

Base Rate	\$ 57.10
Employee Savings Deduction	2.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage</b>	<b>\$ 62.66</b>

### Fringes:

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	1.50
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	7.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 42.23</b>

**Total Cost Package: \$ 104.89**

### General Foreman Rate:

Base Rate	\$ 70.89
Employee Savings Deduction	2.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage</b>	<b>\$ 76.45</b>

### Fringes:

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	1.50
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	7.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 42.23</b>

**Total Cost Package: \$ 118.68**

### Foreman Rate:

Base Rate	\$ 64.93
Employee Savings Deduction	2.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage:</b>	<b>\$ 70.49</b>

### Fringes:

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	1.50
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	7.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes</b>	<b>\$ 42.23</b>

**Total Cost Package: \$ 112.72**

### Senior General Foreman Rate:

Base Rate	\$ 77.46
Employee Savings Deduction	2.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage</b>	<b>\$ 83.02</b>

### Fringes:

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	1.50
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	7.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 42.23</b>

**Total Cost Package: \$ 125.25**

# Overtime Wage & Fringe Rates

Effective July 1, 2018 through June 30, 2019

## Journeyman Rate:

Base Rate	\$	87.43
Employee Savings Deduction		3.00
Market Recovery		0.80
Dues Check-Off		2.76
Part B Pension-401(k)(Fed/State Tax Exempt)		0.00
<b>Hourly Taxable Wage</b>	<b>\$</b>	<b>93.99</b>

### **Fringes:**

Health & Welfare	\$	14.96
Health & Welfare Extended Reserve		2.25
Part A Pension – Defined Benefit		16.42
Part B Pension – 401(a) Contribution		10.50
SUB		0.50
Training		1.45
Labor Management Cooperation Trust		0.10
Contract Administration		0.30
Additional H&W Extended Reserve		-
Additional Part B Pension		-
<b>Hourly Fringes:</b>	<b>\$</b>	<b>46.48</b>

**Total Cost Package: \$ 140.47**

## General Foreman Rate:

Base Rate	\$	108.11
Employee Savings Deduction		3.00
Market Recovery		0.80
Dues Check-Off		2.76
Part B Pension-401(k)(Fed/State Tax Exempt)		0.00
<b>Hourly Taxable Wage</b>	<b>\$</b>	<b>114.67</b>

### **Fringes:**

Health & Welfare	\$	14.96
Health & Welfare Extended Reserve		2.25
Part A Pension – Defined Benefit		16.42
Part B Pension – 401(a) Contribution		10.50
SUB		0.50
Training		1.45
Labor Management Cooperation Trust		0.10
Contract Administration		0.30
Additional H&W Extended Reserve		-
Additional Part B Pension		-
<b>Hourly Fringes:</b>	<b>\$</b>	<b>46.48</b>

**Total Cost Package: \$ 161.15**

## Foreman Rate:

Base Rate	\$	99.18
Employee Savings Deduction		3.00
Market Recovery		0.80
Dues Check-Off		2.76
Part B Pension-401(k)(Fed/State Tax Exempt)		0.00
<b>Hourly Taxable Wage:</b>	<b>\$</b>	<b>105.74</b>

### **Fringes:**

Health & Welfare	\$	14.96
Health & Welfare Extended Reserve		2.25
Part A Pension – Defined Benefit		16.42
Part B Pension – 401(a) Contribution		10.50
SUB		0.50
Training		1.45
Labor Management Cooperation Trust		0.10
Contract Administration		0.30
Additional H&W Extended Reserve		-
Additional Part B Pension		-
<b>Hourly Fringes</b>	<b>\$</b>	<b>46.48</b>

**Total Cost Package: \$ 152.22**

## Senior General Foreman Rate:

Base Rate	\$	117.98
Employee Savings Deduction		3.00
Market Recovery		0.80
Dues Check-Off		2.76
Part B Pension-401(k)(Fed/State Tax Exempt)		0.00
<b>Hourly Taxable Wage</b>	<b>\$</b>	<b>124.54</b>

### **Fringes:**

Health & Welfare	\$	14.96
Health & Welfare Extended Reserve		2.25
Part A Pension – Defined Benefit		16.42
Part B Pension – 401(a) Contribution		10.50
SUB		0.50
Training		1.45
Labor Management Cooperation Trust		0.10
Contract Administration		0.30
Additional H&W Extended Reserve		-
Additional Part B Pension		-
<b>Hourly Fringes:</b>	<b>\$</b>	<b>46.48</b>

**Total Cost Package: \$ 171.02**

# Double Time Wage & Fringe Rates

Effective July 1, 2018 through June 30, 2019

## Journeyman Rate:

Base Rate	\$ 117.76
Employee Savings Deduction	4.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage</b>	<b>\$ 125.32</b>

### **Fringes:**

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	3.00
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	14.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 50.73</b>

**Total Cost Package: \$ 176.05**

## General Foreman Rate:

Base Rate	\$ 145.33
Employee Savings Deduction	4.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage</b>	<b>\$ 152.89</b>

### **Fringes:**

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	3.00
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	14.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 50.73</b>

**Total Cost Package: \$ 203.63**

## Foreman Rate:

Base Rate	\$ 133.43
Employee Savings Deduction	4.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage:</b>	<b>\$ 140.99</b>

### **Fringes:**

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	3.00
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	14.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes</b>	<b>\$ 50.73</b>

**Total Cost Package: \$ 191.72**

## Senior General Foreman Rate:

Base Rate	\$ 158.49
Employee Savings Deduction	4.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage</b>	<b>\$ 166.05</b>

### **Fringes:**

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	3.00
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	14.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 50.73</b>

**Total Cost Package: \$ 216.78**

# Shift Wage & Fringe Rates

Effective July 1, 2018 through June 30, 2019

## Journeyman Rate:

Base Rate	\$ 66.50
Employee Savings Deduction	2.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage</b>	<b>\$ 72.06</b>

### **Fringes:**

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	1.50
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	7.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 42.23</b>

**Total Cost Package: \$ 114.29**

## General Foreman Rate:

Base Rate	\$ 82.35
Employee Savings Deduction	2.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage</b>	<b>\$ 87.91</b>

### **Fringes:**

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	1.50
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	7.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 42.23</b>

**Total Cost Package: \$ 130.14**

## Foreman Rate:

Base Rate	\$ 75.51
Employee Savings Deduction	2.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage:</b>	<b>\$ 81.07</b>

### **Fringes:**

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	1.50
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	7.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes</b>	<b>\$ 42.23</b>

**Total Cost Package: \$ 123.30**

## Senior General Foreman Rate:

Base Rate	\$ 89.92
Employee Savings Deduction	2.00
Market Recovery	0.80
Dues Check-Off	2.76
Part B Pension-401(k)(Fed/State Tax Exempt)	0.00
<b>Hourly Taxable Wage</b>	<b>\$ 95.48</b>

### **Fringes:**

Health & Welfare	\$ 14.96
Health & Welfare Extended Reserve	1.50
Part A Pension – Defined Benefit	16.42
Part B Pension – 401(a) Contribution	7.00
SUB	0.50
Training	1.45
Labor Management Cooperation Trust	0.10
Contract Administration	0.30
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 42.23</b>

**Total Cost Package: \$ 137.71**

# Building Trades Apprentice Periods 1-10 Straight Time Wage Rates July 1, 2018 to June 30, 2019

<b><u>Straight Time:</u></b>										
	1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	7 <sup>th</sup> Period	8 <sup>th</sup> Period	9 <sup>th</sup> Period	10 <sup>th</sup> Period
Base Rate:	\$25.95	\$29.34	\$32.18	\$35.55	\$37.92	\$41.03	\$43.23	\$46.59	\$48.96	\$55.69
Employee Savings Ded.	0.82	0.92	1.02	1.12	1.22	1.32	1.40	1.50	1.60	1.80
Market Recovery	0.33	0.37	0.41	0.45	0.49	0.53	0.56	0.60	0.64	0.72
Dues Check-Off: Part B-401(k) (Fed/State Exempt)	1.08	1.11	1.18	1.23	1.28	1.59	1.62	1.68	1.73	1.83
Hourly Taxable Wage:	<b>\$28.18</b>	<b>\$31.73</b>	<b>\$34.79</b>	<b>\$38.35</b>	<b>\$40.91</b>	<b>\$44.47</b>	<b>\$46.81</b>	<b>\$50.37</b>	<b>\$52.93</b>	<b>\$60.04</b>
<b><u>Fringes:</u></b>										
	1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	7 <sup>th</sup> Period	8 <sup>th</sup> Period	9 <sup>th</sup> Period	10 <sup>th</sup> Period
Health & Welfare	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96
H&W X-Reserve	0.00	0.00	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00
Part A Pension	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42
Part B Pension	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	3.00	3.00
SUB	0.30	0.30	0.30	0.30	0.30	0.50	0.50	0.50	0.50	0.50
Training	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45
Labor Management	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Contract Administration	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Hourly Fringes:	34.53	34.53	35.03	35.03	36.03	36.23	36.73	36.73	37.73	37.73
<b>Total Package (w/fringes)</b>	<b>\$62.71</b>	<b>\$66.26</b>	<b>\$69.82</b>	<b>\$73.38</b>	<b>\$76.94</b>	<b>\$80.70</b>	<b>\$83.54</b>	<b>\$87.10</b>	<b>\$90.66</b>	<b>\$97.77</b>

# Building Trades Apprentice Periods 1-10 Overtime Wage Rates July 1, 2018 to June 30, 2019

<b>Overtime:</b>										
	1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	7 <sup>th</sup> Period	8 <sup>th</sup> Period	9 <sup>th</sup> Period	10 <sup>th</sup> Period
<b>Base Rate:</b>	\$39.64	\$44.75	\$49.07	\$54.17	\$57.77	\$62.61	\$65.94	\$71.03	\$74.63	\$84.82
Employee Savings Ded.	1.23	1.38	1.53	1.68	1.83	1.98	2.10	2.25	2.40	2.70
Market Recovery	0.33	0.37	0.41	0.45	0.49	0.53	0.56	0.60	0.64	0.72
Dues Check-Off: Part B-401(k) (Fed/State Exempt)	1.08	1.11	1.18	1.23	1.28	1.59	1.62	1.68	1.73	1.83
<b>Hourly Taxable Wage:</b>	<b>\$42.28</b>	<b>\$47.61</b>	<b>\$52.19</b>	<b>\$57.53</b>	<b>\$61.37</b>	<b>\$66.71</b>	<b>\$70.22</b>	<b>\$75.56</b>	<b>\$79.40</b>	<b>\$90.07</b>
<b>Fringes:</b>										
	1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	7 <sup>th</sup> Period	8 <sup>th</sup> Period	9 <sup>th</sup> Period	10 <sup>th</sup> Period
Health & Welfare	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96
H&W X-Reserve	0.00	0.00	0.75	0.75	0.75	0.75	1.50	1.50	1.50	1.50
Part A Pension	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42
Part B Pension	1.50	1.50	1.50	1.50	3.00	3.00	3.00	3.00	4.50	4.50
SUB	0.30	0.30	0.30	0.30	0.30	0.50	0.50	0.50	0.50	0.50
Training	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45
Labor Management	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Contract Administration	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
<b>Hourly Fringes:</b>	<b>35.03</b>	<b>35.03</b>	<b>35.78</b>	<b>35.78</b>	<b>37.28</b>	<b>37.48</b>	<b>38.23</b>	<b>38.23</b>	<b>39.73</b>	<b>39.73</b>
<b>Total Package (w/fringes)</b>	<b>\$77.31</b>	<b>\$82.64</b>	<b>\$87.97</b>	<b>\$93.31</b>	<b>\$98.65</b>	<b>\$104.19</b>	<b>\$108.45</b>	<b>\$113.79</b>	<b>\$119.13</b>	<b>\$129.80</b>



# Building Trades Apprentice Periods 1-10 Double Time Wage Rates July 1, 2018 to June 30, 2019

<b>Double Time:</b>										
	1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	7 <sup>th</sup> Period	8 <sup>th</sup> Period	9 <sup>th</sup> Period	10 <sup>th</sup> Period
Base Rate:	\$53.31	\$60.16	\$65.95	\$72.78	\$77.61	\$84.18	\$88.64	\$95.46	\$100.29	\$113.93
Employee Savings Ded.	1.64	1.84	2.04	2.24	2.44	2.64	2.80	3.00	3.20	3.60
Market Recovery	0.33	0.37	0.41	0.45	0.49	0.53	0.56	0.60	0.64	0.72
Dues Check-Off: Part B-401(k) (Fed/State Exempt)	1.08	1.11	1.18	1.23	1.28	1.59	1.62	1.68	1.73	1.83
Hourly Taxable Wage:	<b>\$56.36</b>	<b>\$63.48</b>	<b>\$69.58</b>	<b>\$76.70</b>	<b>\$81.82</b>	<b>\$88.94</b>	<b>\$93.62</b>	<b>\$100.74</b>	<b>\$105.86</b>	<b>\$120.08</b>
<b>Fringes:</b>	1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	7 <sup>th</sup> Period	8 <sup>th</sup> Period	9 <sup>th</sup> Period	10 <sup>th</sup> Period
Health & Welfare	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96
H&W X-Reserve	0.00	0.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00
Part A Pension	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42
Part B Pension	2.00	2.00	2.00	2.00	4.00	4.00	4.00	4.00	6.00	6.00
SUB	0.30	0.30	0.30	0.30	0.30	0.50	0.50	0.50	0.50	0.50
Training	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45
Labor Management	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Contract Administration	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Hourly Fringes:	35.53	35.53	36.53	36.53	38.53	38.73	39.73	39.73	41.73	41.73
<b>Total Package (w/fringes)</b>	<b>\$91.89</b>	<b>\$99.01</b>	<b>\$106.11</b>	<b>\$113.23</b>	<b>\$120.35</b>	<b>\$127.67</b>	<b>\$133.35</b>	<b>\$140.47</b>	<b>\$147.59</b>	<b>\$161.81</b>

# Building Trades Apprentice Periods 1-10 Shift Wage Rates July 1, 2018 to June 30, 2019

<b>Shift:</b>	1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	7 <sup>th</sup> Period	8 <sup>th</sup> Period	9 <sup>th</sup> Period	10 <sup>th</sup> Period
<b>Base Rate:</b>	\$30.32	\$34.25	\$37.63	\$41.53	\$44.43	\$48.07	\$50.70	\$54.60	\$57.50	\$65.30
Employee Savings Ded.	0.82	0.92	1.02	1.12	1.22	1.32	1.40	1.50	1.60	1.80
Market Recovery	0.33	0.37	0.41	0.45	0.49	0.53	0.56	0.60	0.64	0.72
Dues Check-Off: Part B-401(k) (Fed/State Exempt)	1.08	1.11	1.18	1.23	1.28	1.59	1.62	1.68	1.73	1.83
<b>Hourly Taxable Wage:</b>	<b>\$32.55</b>	<b>\$36.64</b>	<b>\$40.24</b>	<b>\$44.33</b>	<b>\$47.42</b>	<b>\$51.51</b>	<b>\$54.28</b>	<b>\$58.38</b>	<b>\$61.47</b>	<b>\$69.65</b>
<b>Fringes:</b>	1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	7 <sup>th</sup> Period	8 <sup>th</sup> Period	9 <sup>th</sup> Period	10 <sup>th</sup> Period
Health & Welfare	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96	14.96
H&W X-Reserve	0.00	0.00	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00
Part A Pension	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42
Part B Pension	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	3.00	3.00
SUB	0.30	0.30	0.30	0.30	0.30	0.50	0.50	0.50	0.50	0.50
Training	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45
Labor Management	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Contract Administration	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
<b>Hourly Fringes:</b>	<b>34.53</b>	<b>34.53</b>	<b>35.03</b>	<b>35.03</b>	<b>36.03</b>	<b>36.23</b>	<b>36.73</b>	<b>36.73</b>	<b>37.73</b>	<b>37.73</b>
<b>Total Package (w/fringes)</b>	<b>\$67.08</b>	<b>\$71.17</b>	<b>\$75.27</b>	<b>\$79.36</b>	<b>\$83.45</b>	<b>\$87.74</b>	<b>\$91.01</b>	<b>\$95.11</b>	<b>\$99.20</b>	<b>\$107.38</b>

# Construction Tradesman Level 1 Wage & Fringe Rates

Effective July 1, 2018 to June 30, 2019

**Level 1 – Straight Time Rate:**

Base Rate	\$ 18.40
Employee Savings Deduction	0.25
Market Recovery	0.00
Dues Check-Off	0.32
<b>Hourly Taxable Wage</b>	<b>\$ 18.97</b>

**Fringes:**

Health & Welfare	\$ 0.00
Health & Welfare Extended Reserve	0.00
Pension	0.00
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.00
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 0.00</b>

<b>Total Cost Package:</b>	<b>\$ 18.97</b>
----------------------------	-----------------

**Level 1 Overtime Rate:**

Base Rate	\$ 27.76
Employee Savings Deduction	0.38
Market Recovery	0.00
Dues Check-Off	0.32
<b>Hourly Taxable Wage:</b>	<b>\$ 28.46</b>

**Fringes:**

Health & Welfare	\$ 0.00
Health & Welfare Extended Reserve	0.00
Pension	0.00
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.00
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes</b>	<b>\$ 0.00</b>

<b>Total Cost Package:</b>	<b>\$ 28.46</b>
----------------------------	-----------------

**Level 1 – Double Time Rate:**

Base Rate	\$ 37.12
Employee Savings Deduction	0.50
Market Recovery	0.00
Dues Check-Off	0.32
<b>Hourly Taxable Wage</b>	<b>\$ 37.94</b>

**Fringes:**

Health & Welfare	\$ 0.00
Health & Welfare Extended Reserve	0.00
Pension	0.00
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.00
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 0.00</b>

<b>Total Cost Package:</b>	<b>\$ 37.94</b>
----------------------------	-----------------

**Level 1 – Shift Time Rate:**

Base Rate	\$ 21.25
Employee Savings Deduction	0.25
Market Recovery	0.00
Dues Check-Off	0.32
<b>Hourly Taxable Wage</b>	<b>\$ 21.82</b>

**Fringes:**

Health & Welfare	\$ 0.00
Health & Welfare Extended Reserve	0.00
Pension	0.00
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.00
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 0.00</b>

<b>Total Cost Package:</b>	<b>\$ 21.82</b>
----------------------------	-----------------

# Construction Tradesman Level 2 Wage & Fringe Rates

Effective July 1, 2018 to June 30, 2019

## Level 2 – Straight Time Rate:

Base Rate	\$ 18.91
Employee Savings Deduction	1.00
Market Recovery	0.00
Dues Check-Off	0.57
<b>Hourly Taxable Wage</b>	<b>\$ 20.48</b>

### **Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 31.93**

## Level 2 Overtime Rate:

Base Rate	\$ 28.65
Employee Savings Deduction	1.50
Market Recovery	0.00
Dues Check-Off	0.57
<b>Hourly Taxable Wage:</b>	<b>\$ 30.72</b>

### **Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 42.17**

## Level 2 – Double Time Rate:

Base Rate	\$ 38.39
Employee Savings Deduction	2.00
Market Recovery	0.00
Dues Check-Off	0.57
<b>Hourly Taxable Wage</b>	<b>\$ 40.96</b>

### **Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 52.41**

## Level 2 – Shift Time Rate:

Base Rate	\$ 21.98
Employee Savings Deduction	1.00
Market Recovery	0.00
Dues Check-Off	0.57
<b>Hourly Taxable Wage</b>	<b>\$ 23.55</b>

### **Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 35.00**

# Construction Tradesman Level 3 Wage & Fringe Rates

Effective July 1, 2018 to June 30, 2019

**Level 3 – Straight Time Rate:**

Base Rate	\$ 24.41
Employee Savings Deduction	1.00
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage</b>	<b>\$ 26.08</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 37.53**

**Level 3 – Double Time Rate:**

Base Rate	\$ 49.49
Employee Savings Deduction	2.00
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage</b>	<b>\$ 52.16</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 63.61**

**Level 3 Overtime Rate:**

Base Rate	\$ 36.95
Employee Savings Deduction	1.50
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage:</b>	<b>\$ 39.12</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 50.57**

**Level 3 – Shift Time Rate:**

Base Rate	\$ 28.32
Employee Savings Deduction	1.00
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage</b>	<b>\$ 29.99</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 41.44**

# Construction Tradesman Level 4 Wage & Fringe Rates

Effective July 1, 2018 to June 30, 2019

**Level 4 – Straight Time Rate:**

Base Rate	\$ 25.79
Employee Savings Deduction	1.00
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage</b>	<b>\$ 27.46</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 38.91**

**Level 4 – Double Time Rate:**

Base Rate	\$ 52.25
Employee Savings Deduction	2.00
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage</b>	<b>\$ 54.92</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 66.37**

**Level 4 Overtime Rate:**

Base Rate	\$ 39.02
Employee Savings Deduction	1.50
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage:</b>	<b>\$ 41.19</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 52.64**

**Level 4 – Shift Time Rate:**

Base Rate	\$ 29.91
Employee Savings Deduction	1.00
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage</b>	<b>\$ 31.58</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	0.50
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 11.45</b>

**Total Cost Package: \$ 43.03**

# Construction Tradesman Level 5 Wage & Fringe Rates

Effective July 1, 2018 to June 30, 2019

**Level 5 – Straight Time Rate:**

Base Rate	\$ 28.28
Employee Savings Deduction	1.50
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage</b>	<b>\$ 30.45</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	2.25
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 13.20</b>

**Total Cost Package: \$ 43.65**

**Level 5 Overtime Rate:**

Base Rate	\$ 42.76
Employee Savings Deduction	2.25
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage:</b>	<b>\$ 45.68</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	2.25
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes</b>	<b>\$ 13.20</b>

**Total Cost Package: \$ 58.88**

**Level 5 – Double Time Rate:**

Base Rate	\$ 57.23
Employee Savings Deduction	3.00
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage</b>	<b>\$ 60.90</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	2.25
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 13.20</b>

**Total Cost Package: \$ 74.10**

**Level 5 – Shift Time Rate:**

Base Rate	\$ 32.85
Employee Savings Deduction	1.50
Market Recovery	0.00
Dues Check-Off	0.67
<b>Hourly Taxable Wage</b>	<b>\$ 35.02</b>

**Fringes:**

Health & Welfare	\$ 10.70
Health & Welfare Extended Reserve	0.00
Pension	2.25
SUB	0.00
Training	0.00
Labor Management Cooperation Trust	0.00
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	-
<b>Hourly Fringes:</b>	<b>\$ 13.20</b>

**Total Cost Package: \$ 48.22**

# APPENDIX B – HOLIDAY CALENDARS

## Plumbers, Steamfitters & Refrigeration Fitters UA Local Union 393

### Holiday Calendar

July 1, 2018 to June 30, 2019



Construction Holiday (Paid @ 2X)

Plumbing Service & Repair (Paid @ 1.5X)

+

RVAC/Rating. Serv. Holiday (Paid @ 1.5X)

\*\*

RVAC/Rating. Serv. Holiday (Paid @ 2X)

July 2018							January 2019						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	(4*)	5	6	7			(1**)	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28	29	30	31		
August 2018							February 2019						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	(18*)	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28		
September 2018							March 2019						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1						1	2
2	(3**)	4	5	6	7	8	3	4	5	6	7	8	9
9	10	11	12	13	14	15	10	11	12	13	14	15	16
16	17	18	19	20	21	22	17	18	19	20	21	22	23
23	24	25	26	27	28	29	24	25	26	27	28	29	30
30							31						
October 2018							April 2019						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6		1	2	3	4	5	6
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30				
November 2018							May 2019						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				1	2	3	4
4	5	6	7	8	9	10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	12	13	14	15	16	17	18
18	19	20	21	(22**)	(23*)	24	19	20	21	22	23	24	25
25	26	27	28	29	30		26	(27*)	28	29	30	31	
December 2018							June 2019						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	(25*)	26	27	28	29	23	24	25	26	27	28	29
30	31						30						



# Plumbers, Steamfitters & Refrigeration Fitters UA Local Union 393

## Holiday Calendar

**July 1, 2019 to June 30, 2020**



Construction Holiday (Paid @ 2X)

Plumbing Service & Repair (Paid @ 1 W)

\*

MVAC/Refrig. Serv. Holiday (Paid @ 1 W)

\*\*

MVAC/Refrig. Serv. Holiday (Paid @ 2X)

July 2019							January 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	(4*)	5	6				(1**)	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29	30	31	
August 2019							February 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	(17*)	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	29
September 2019							March 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	(2**)	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				
October 2019							April 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5					1	2	3	4
6	7	8	9	10	11	12	5	6	7	8	9	10	11
13	14	15	16	17	18	19	12	13	14	15	16	17	18
20	21	22	23	24	25	26	19	20	21	22	23	24	25
27	28	29	30	31			26	27	28	29	30		
November 2019							May 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	(28**)	(29*)	30	24	(25*)	26	27	28	29	30
							31						
December 2019							June 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7		1	2	3	4	5	6
8	9	10	11	12	13	14	7	8	9	10	11	12	13
15	16	17	18	19	20	21	14	15	16	17	18	19	20
22	23	24	(25**)	26	27	28	21	22	23	24	25	26	27
29	30	31					28	29	30				

**Plumbers, Steamfitters & Refrigeration Fitters UA Local Union 393**

**Holiday Calendar  
July 1, 2020 to June 30, 2021**



Construction Holiday (Paid @ 1X)

Plumbing Service & Repair (Paid @ 1 W)



\* HVAC/Refrig. Serv. Holiday (Paid @ 1 W)

\*\* HVAC/Refrig. Serv. Holiday (Paid @ 1X)

July 2020							January 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4*						1**	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
							31						
August 2020							February 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15*	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28						
30	31												
September 2020							March 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5		1	2	3	4	5	6
6	7**	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			
October 2020							April 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	
November 2020							May 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26**	27*	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
							30	31*					
December 2020							June 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25**	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			

# NOTES

