

LIGHT COMMERCIAL AGREEMENT

Between

**Local Union 343
of the
United Association of
Journeymen and Apprentices
of the
Plumbing and Pipe Fitting Industry
of the
United States and Canada**

and

**Northern California Mechanical
Contractors Association
and
UMIC, Inc.-Industrial Contractors**

EFFECTIVE: JULY 1, 2019-JUNE 30, 2020

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LIGHT COMMERCIAL AGREEMENT

PLUMBERS AND STEAMFITTERS LOCAL 343

JULY 1, 2019 THRU JUNE 30, 2020

This Agreement made and entered into this first day of July, 2019 between the NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION, on behalf of its members and as the successor to the Air Conditioning and Refrigeration Contractors of Northern California; Residential Plumbing and Mechanical Contractors of Northern California and the Northern California Piping Contractors Association; UMIC INC.-Industrial Contractors (hereinafter referred to as the collective bargaining representatives of the Employer) and such Individual Employers as are now or may hereafter become members of said Associations and all Individual Employers who may now or hereafter become signatory to this Agreement or any counterpart thereof, and who are regularly engaged in plumbing, heating and air conditioning, utility, refrigeration and industrial pipe fitting work, and PLUMBERS AND STEAMFITTERS LOCAL 343 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 343, hereinafter referred to as the Union, which is Signatory hereto for itself

ARTICLE I
COVERAGE OF AGREEMENT
AND
RECOGNITION OF BARGAINING AGENTS

1. AGREEMENT DEFINED — The Light Commercial Agreement (“Agreement”) includes all of the Appendices attached hereto, including but not limited to the Residential Agreement, the Residential Specialist Divisional Plumber Private Work Agreement and the Service and Repair Agreement.

2. TERRITORY COVERED — The area covered by this Agreement shall be all of Napa and Solano Counties in the State of California pertaining to work under the jurisdiction of UA Local 343, and such territory allotted to it by the United Association from time to time.

3. EMPLOYEES COVERED — This Agreement shall apply to all employees of the Individual Employers employed upon the work covered by this Agreement.

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

5. WORK COVERED — Light Commercial work shall include strip shopping centers, office buildings, hotels, and all other commercial structures for which the total plumbing, heating and cooling (mechanical) bid does not exceed five hundred thousand dollars (\$500,000). All work for which the bid exceeds the amount stated above shall be performed under the Master Labor Agreement, and not under this Light Commercial Agreement.

Any project which is bid in phases shall not qualify for this Light Commercial Agreement unless the total plumbing, heating and cooling (mechanical) bid for all phases is less than five hundred thousand dollars (\$500,000).

Regardless of project size or type of construction, hospitals, schools, jails, institutions, and industrial projects (such as sewer and water treatment plants, power plants, factories, and manufacturing plants) are not considered Light Commercial. All such projects shall be performed under the terms of the Master Labor Agreement and not this Agreement.

6. RECOGNITION OF UNION — The Associations and the Individual Employers covered by this Agreement recognize the Union as the sole and exclusive collective bargaining representative, under Section 9 (a) of the National Labor Relations Act, of all of the employees employed by the Individual Employers performing work on all present and future job sites within the area covered by this Agreement, on the following basis. The Union has requested that each Individual Employer recognize the

Union as the Section 9 (a) representative of its employees; the Union has offered to submit to each Individual Employer evidence that the Union has the support of a majority of the Individual Employer's employees; and each Individual Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

A. MERGERS — In the event during the term of this Agreement, any other UA Locals merge into UA Local 343, the parties hereto agree to immediately, upon the request of UA Local 343, reopen this Agreement for the purposes of effectively integrating and/or modifying terms and conditions of employment applicable to the expanded jurisdiction resulting from any such merger.

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

If an Individual Employer subcontracts any such work, provision shall be made in the subcontract for the observance by the subcontractor of all the terms and conditions of this Agreement.

A Subcontractor is defined as any person (other than an Individual Employer covered hereby), firm, or corporation, who or which agrees orally, or in writing, to perform for or on behalf of any Individual Employer any part of the work covered by this Agreement. This means that any person, firm or corporation who or which agrees to take over covered work of any signatory Individual Employer is considered a subcontractor, regardless of whether the subcontracting arrangement was made in writing or orally.

No Individual Employer who has complied with the requirements of this Article shall be liable to the Union or to any employee for any default of his subcontractor in the performance of the terms and conditions of this Agreement, if the following language is obtained in the contract between the Individual Employer (also referred to as Contractor) and the subcontractor.

AGREEMENT: In consideration of CONTRACTOR entering into this Agreement, SUBCONTRACTOR agrees that in the performance of all work hereunder, SUBCONTRACTOR shall be bound by and comply with all terms and conditions of the Light Commercial Agreement between PLUMBERS & STEAMFITTERS LOCAL 343 and NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION AND THE UMIC INC. – INDUSTRIAL CONTRACTORS.

_____ Contractor Signature	_____ Subcontractor Signature
_____ Date	_____ Date

8. UNION SECURITY — All employees covered by this Agreement must, as a condition of employment, become and remain members in good standing in the Union within eight (8) days of the commencement of their employment or the effective date of this Agreement, whichever is later. Upon written notice from the Union, stating all pertinent facts that show an employee’s failure to pay Union dues and Initiation fees, the Individual Employer shall be required to discharge such employee within a reasonable time, not to exceed forty-eight (48) hours. Membership in the Union shall be available to persons employed in work covered by this Agreement on the same terms and conditions generally applicable to other members. If federal law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Section, the Associations and the Union will promptly enter into negotiations with regard to this subject.

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

10. JURISDICTIONAL DISPUTES — In the event of any dispute between UA Local Unions of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada as to the jurisdiction of the work performed by Individual Employers, such dispute shall be referred to and settled by the United Association.

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

ARTICLE II EMPLOYMENT PROCEDURES

12. QUALIFIED CRAFTSMEN — Contractors shall employ only qualified Plumbers and Pipefitters. Journeymen Plumbers and Pipefitters shall be qualified for employment if they have had at least five (5) years actual practice working experience at the Plumbing and Pipefitting trades as a Journeyman or Apprentice in the Building and Construction Industry, and who either:

- A.** Have successfully served an apprenticeship at the trade under an Apprenticeship Program approved by the United States Office of Apprenticeship Training, Employer and Labor Services and/or the Division of Apprenticeship Standards of the California Department of Industrial Relations, OR
- B.** Have had previous employment as a U.A. Journeyman Plumber or Pipefitter with an Individual Employer signatory to this Agreement and whose service has proved satisfactory, OR
- C.** Have successfully passed an Examination conducted by or pursuant to rules established by the Union and he/she has submitted documented work history.

13. MAINTENANCE OF HIRING HALL — The Union shall establish and maintain an appropriate facility (“Hiring Hall”) for qualified employees and applicants for employment as Journeymen and Apprentices to register for such employment.

14. DISPATCHING HOURS — Dispatching of employees shall be from **7:30 A.M. to 10:00 A.M.** every regular working day. In addition, filling a manpower request from another Local Union can be done at **any time.**

15. SECURE EMPLOYEES THROUGH UNION — The Individual Employers must secure all employees required for the performance of the work covered by this Agreement through the Hiring Hall office of the Union, and whenever such employees are required must notify the Union in person, in writing, or by telephone, in advance of the location, starting time, approximate duration of the job, type of work to be performed and the number of employees, whether Journeymen or Apprentices required.

16. FORTY EIGHT HOUR TIME PERIOD REQUIREMENT — Satisfactory and competent employees will be furnished in accordance with the provisions of this Agreement and the employment procedures within forty-eight (48) hours (Saturdays, Sundays and holidays excepted) of the time they are requested if they are available. In the event they cannot be or are not furnished within such period, the Individual Employer shall be free to secure such employees elsewhere, but not in excess of the number requested, provided however, that the Individual Employer must, before

putting such employees to work, notify the Union, in writing, of the name, address, social security number, and date of hire of each employee so hired, and must require each such employee to register in the Hiring Hall before going to work.

17. PRIORITY GROUPS – The parties hereto declare it to be their policy to provide continuity of employment for employees who re-established residents in and about the area covered by this Agreement and who are regularly employed by an Individual Employer or Individual Employers now part to this Agreement within that area in the Plumbing and Pipefitting Trade. Accordingly, the following priority groups are established to control the hiring, re-hiring, layoff and discharge of employees. For the purpose of providing continuity of employment among employees covered by the Local 343 Pension Plan, and such other Locals as may hereafter participate therein, preference of employment shall be given as follows:

A. First, to qualified Journeymen who have been credited in the U.A. Local No. 343 Pension Plan with not less than 300 hours during each year of the last three (3) consecutive Plan years, commencing January 1 and ending December 31, and were resident in and performed fifty percent (50%) or more of their work as such Journeymen participating in the U.A. Local No. 343 Pension Plan. This group shall be known as priority group “A” and employees meeting the above requirements shall register on the out-of-work list known as the “A List”.

B. Second, to qualified Journeymen registered and available for employment on the corresponding “A Lists” of the U.A. Local Unions having jurisdiction in the California counties of Alameda, Contra Costa, Sacramento, San Francisco, San Mateo and Santa Clara, after notice to the hiring halls of such Local Unions that additional employees with specified qualifications will be needed to meet anticipated work force requirements, so long as the pension plans of each Local Union maintains a reciprocity agreement with the U.A. Local No. 343 Pension Trust Fund. The Local Unions having jurisdiction in the aforementioned counties are U.A. Local Union Nos. 38, 159, 342, 355, 393, 447, and 467. This group shall be known as priority group “B” and employees meeting the above requirements shall register on the out-of-work list known as the “B List”.

C. Third, to all other qualified Journeymen not meeting the requirements of “A” or “B” above who are registered and available for employment on the corresponding “A” lists of the U.A. Local Unions having jurisdiction in California; Portland, Oregon; and Reno, Nevada, so long as the pension plans of each such Local Union maintains a reciprocity agreement with the U.A. Local No. 343 Pension Trust Fund. The Local Unions having such jurisdiction are the Local Unions within Pipe Trades District Council No. 16 and Pipe Trades District Council No. 36 and U.A. Local Union Nos. 290, 350, 483, 669 and 709. This group shall be known as priority group “C” and employees meeting the above requirements shall register on the out-of-work list known as the “C List”.

D. Fourth, to all other qualified Journeymen not meeting the requirements of “A”, “B”, or “C” above who are registered and available for employment on the corresponding “A” lists of U.A. Local Unions, so long as the pension plans of each such Local Union maintains a reciprocity agreement with the U.A. Local No. 343 Pension Trust Fund.

This group shall be known as priority group “D” and employees meeting the above requirements shall register on the out-of-work list known as the “D List”.

E. Fifth, to all other Journeymen not meeting the requirements of “A”, “B”, “C” or “D” above. This group shall be known as priority group “E” and employees meeting the above requirements shall register on the out-of-work list known as the “E List”.

F. All qualified Journeymen not eligible to register on the “A List” must meet the priority list “B”, “C”, “D” or “E” requirements as set forth above. If the Journeymen registered on the out-of-work list are members of a U.A. Local Union other than Local No. 343, they must deposit their travel card with the Union. All employees registered on the “B List”, “C List”, “D List” and “E List” must reappear at the Hiring Hall every thirty (30) days and re-sign the appropriate list if they have not started employment.

G. The Union retains the right to change all or any parts of this Section to conform with the future relationships of the U.A. Local No. 343 Pension Trust Fund with the pension funds of other U.A. Local Unions. The Union must notify the Individual Employers and the Association, in writing, of any such changes. In addition, such changes shall be posted in the Hiring Hall. Such notice shall be given no less than sixty (60) days prior to the effective date of change.

18. ORDER OF DISPATCH — Applicants shall be registered on the out-of-work list in chronological order in the highest priority group for which they qualify. The Hiring Hall shall first dispatch employees who are registered on the “A” List”, second, employees who are registered on “B List”, third, employees who are registered on the “C List”, fourth, employees who are registered on the “D List”, and fifth, employees who are registered on the “E List” in their specified classifications. All employees on the “A”, “B”, “C”, “D” and “E” Lists who are available for employment and willing to accept dispatch to the place of employment shall be dispatched in the order in which they are registered for work in each classification on the basis that the first registered shall be the first dispatched in all classifications.

19. APPRENTICE LIST — The Hiring Hall shall maintain a separate dispatch list for Apprentices indentured by the Joint Apprenticeship Training Committee of the Plumbing and Pipefitting Industry. The Hiring Hall shall dispatch apprentices in order in which they are registered on the Apprentice list.

20. NAME CALLS — The Individual Employer may request the dispatch of an employee by name, but only if the employee is registered for employment on the “A List.” The individual employer may request the first two (2) employees by name. Employees whom Outside Contractors can bring into the area covered by this Agreement under Article V of this Agreement are included and considered Name Calls.

A. The Individual Employer may request the dispatch of an employee by name, but only if the employee is registered for employment on the “A List” or the Apprentice List. The Individual Employer may request the first two (2) Journeymen by name and the first two (2) Apprentices by name. Employees whom Outside Contractors can bring

into the area covered by this Agreement under Article IV of this Agreement are included and considered Name Calls.

B. After two (2) Journeymen are called by name, the Individual Employer must hire the next two (2) Journeymen from the top of the "A List." After two (2) Apprentices are called by name, the Individual Employer must hire the next two (2) Apprentices from the top of the Apprentice List.

C. Thereafter, the Individual Employer must hire additional Journeymen on a 50/50 ration basis, with the first Journeymen being a name call and the next hired from top of the "A List" The Individual Employer must also hire additional Apprentices on a 50/50 ratio basis, alternating each hire between name calls and those from the top of the Apprentice List.

D. At any time that the ratio of the Individual Employer's Journeymen on the job, or at the local shop, deviates from the 50/50 ratio of name calls and dispatches from the top of "A list", all new Journeymen shall be dispatched from the top of the list until the job, or shop, ratio is again brought into conformity with the required 50/50 ratio. At any time that the ratio of the Individual Employer's Apprentices on the job, or at the local shop, deviates from the 50/50 ratio, all New Apprentices shall be dispatched from the top of the Apprentice List until the job, or shop, ratio again conforms to the required 50/50 ratio.

E. There shall be no banking of name call privileges that would allow any Individual Employer to hire two (2) Journeymen consecutively by name after the first two (2) Journeymen, or two (2) Apprentices consecutively by name after the first two (2) Apprentices.

F. In the event an employee called by name is not registered on the "A List" or the Apprentice List, or is not available for work, or is not willing to accept dispatch, the Union shall notify the Individual Employer as soon as possible, and the forty-eight (48) hour period specified above in Section 16 shall not commence to run until receipt by the Union of an additional request for an employee from the Individual Employer.

21. RECALLS — Notwithstanding the foregoing name call provisions, an Apprentice or a Journeyman may be recalled to an Individual Employer's shop or job site, if he/she had been continually employed by said Individual Employer for a period of one (1) month during the preceding six (6) months, or if laid off due to circumstances beyond the control of the Individual Employer and the employee, including but not limited to inclement weather, lack of materials or special related conditions. An Individual Employer must provide the Union with a termination slip specifying any weather, material or special related conditions which caused an employee's layoff and send a copy to the Union before said employee can be recalled.

22. DISPATCH REQUIRED —No employee shall be permitted to perform any work covered by this Agreement under the jurisdiction of the Union without first being properly dispatched from the Hiring Hall. Violations of this Section shall be submitted to the Joint Hiring Hall Committee. This Section shall not preclude the Union from taking such action as it deems necessary through the Union's Executive Board.

23. REPORTING TIME — When an Individual Employer or his representative places an order for an employee to report to work the same day, the employee shall be paid for eight (8) hours if he reports to the designated reporting place within two (2) hours from the time the order is placed. When an Individual Employer or his representative places an order for employees between 7:30 A.M. and 10:00 A.M., at least one (1) day before the employee is requested to report to the designated reporting place, the employee shall be paid from the time he reports. When an order is placed after 10:00 A.M. on the day before the day the employee is requested to report, the employee shall be paid from 7:30 A.M. if he reports by 10:00 A.M.

24. NAME STRICKEN FROM OUT-OF-WORK LIST — The name of the employee or applicant for employment who is dispatched shall be stricken from the particular out-of-work list upon which his name appears:

A. When the employee or applicant for employment is employed for a total of more than fourteen (14) days (excluding Saturdays, Sundays and Holidays) within a ninety (90) day period, or

B. Upon dispatch if the employee accepts dispatch under the name call or recall provisions of this Agreement. However, the names of employees accepting dispatch under the name call or recall provisions will not be removed from the out-of-work list upon acceptance of such dispatch, if the job for which the employee accepted dispatch under the name call or recall provisions is cancelled, through no fault of the employee, after the employee has worked no more than one day, or if said employee was hired in response to an Individual Employer's emergency call and works no more than three (3) days after such dispatch for said Individual Employer.

25. EFFECT OF FAILURE TO REPORT — Any employee who accepts a dispatch and fails to report to a job, located in the jurisdiction of the U.A. Local No's. 38, 159, 342, 343, 355, 393, 447, or 467, will be removed from the out-of-work list and will not be eligible for a name call or recall for a period of fifteen (15) days, unless the failure to report was the result of a verified emergency or illness.

26. EMPLOYEES ON TRAVEL CARD — An Employee registered on the "A List" who is working outside the area covered by this Agreement on a travel card retains his/her place on the out-of-work list. When an employee returns to the area covered by this Agreement, he/she shall notify the Union of the last date of employment outside the area and shall return his/her travel card to the Union. Persons working outside the area covered by this Agreement whose names are on the out-of-work list will be notified of the availability of jobs only if he/she has completed a hiring hall form requesting to be so notified.

27. TERMINATION SLIP — An Individual Employer is required to provide the employee and the Union with a termination slip within one (1) working day of the termination of an employee (whether the employee resigns or is discharged, laid off or otherwise terminated for any reason). The termination slip shall state the reason for termination. When terminated for any reason, the employee shall register on the out-of-work list no later than three (3) working days from the date of termination. Any employee who registers on the out-of-work list after said three (3) working days shall

register on the bottom of the out-of-work list, regardless of the number of days worked.

28. QUITTING EMPLOYMENT — Any employee who quits a job in the area covered by this Agreement shall register on the bottom of the out-of-work list, regardless of the number of days worked. Employees voluntarily quitting any job in the area covered by this Agreement for reasons other than a shutdown of work caused by a labor dispute shall not be eligible for dispatch under the name call provisions of this Agreement for a period of fifteen (15) working days thereafter, exclusive of the day of quitting.

29. REGISTRATION ON OUT-OF-WORK LIST — Employees or applicants for employment may register on the out-of-work list by telephone or in person. The names of individuals who register in person will be placed on the appropriate list at the time that they appear at the Hiring Hall. The names of individuals who telephone will be placed on the appropriate list at the beginning of the next working day in the order in which they called.

30. SPECIAL SKILLS — EMPLOYERS NEED FOR REQUIRED EXPERIENCE:

A. Regardless of anything herein to the contrary, the Individual Employer may also request from the “A List” employees with particular qualifications who have had either **(1)** a specific number of months or years (not, however, to exceed twenty-four (24) months or two (2) years) experience on a particular type of equipment, or **(2)** a specified number of months or years (not to exceed, however, twenty-four (24) months or two (2) years) experience in a particular type of work, or **(3)** both. Such request must be made in writing, signed by the Individual Employer, or senior representative thereof, and presented to the Hiring Hall. Upon receipt of a proper request, the Hiring Hall shall dispatch the employees so requested if they are available, registered on the out-of-work list and willing to accept a dispatch. In the event that two (2) or more employees with the requisite experience are available, they shall be dispatched in the order in which they are registered on the out-of-work list.

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

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

31. LIST OF EMPLOYEES ON THE “A List” AND THE APPRENTICE LIST — The Union shall not be obliged to divulge to the Association or any individual Employer the names of employees so registered in the Hiring Hall at any particular time, except as it may be necessary to inform an Individual Employer whether a particular employee whom the Individual Employer desires to request by name the registered and available for employment.

32. IDENTIFICATION — On the first day that an employee who has been dispatched to an Individual Employer reports for work, such employee must have with him two forms of legal identification or must have two forms of identification on file with the Hiring Hall, as follows: (1) a document containing the employee's photograph and (2) a U.S. Social Security Card.

33. NO DISCRIMINATION — In carrying out its duties with respect to the registration and dispatch of employees and applicants for employment under the provisions of this Agreement, the Union shall not discriminate against any employee or applicant for employment by reason of age, race, color, creed, religion, sex, national origin, ancestry, disability, medical condition, marital status, sexual orientation, or membership or non-membership in, or activity for or against, any labor organization, or on any other basis prohibited by California or federal law. Nor shall selection of employees and applicants for employment for referral be based upon, or in any way influenced by, Union membership, by-laws, rules, regulation, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, except as permitted by law and under the provisions of this Agreement.

34. RIGHT TO REJECT — The Individual Employer shall have the right to reject any employee or applicant for employment referred by the Union, but in the exercise of such right shall not discriminate against any such employee or applicant for employment by reason of age, race, color, creed, religion, sex, national origin, ancestry, disability, medical condition, marital status, sexual orientation, or membership or non-membership in, or activity for or against, any labor organization, or on any other basis prohibited by California or federal law. Any employee or applicant for employment reporting for employment at the time and place agreed upon shall, if so rejected, be entitled to four (4) hours' show-up time as provided in this Agreement, unless he/she is in a condition unfit for work, or is not qualified to perform the work in question, or has been discharged by the Individual Employer for cause within the twelve (12) month period next preceding his dispatch, or have been previously rejected by the Individual Employer during the twenty-four (24) month period next preceding his/her dispatch.

35. POSTING — Article II shall be posted on the bulletin board in the Hiring Hall and on the bulletin boards of the Individual Employers where notices to employees and applicants for employment are normally posted.

ARTICLE III PRIORITIES AFTER HIRING

36. PRIORITIES AFTER HIRING — Whenever there is a reduction of employment and employees are to be discharged or laid off, employees shall be laid off according to the priority list classification at the time of dispatch. The first employees to be laid off shall be those in the Priority List "E" classification and when all of those are discharged or laid off, then the next employees to be laid off or discharged will be those in the priority List "D" classification; when all of those are discharged or laid off, then the next employees to be laid off or discharged will be those in the priority List "C" classification; when all of those are discharged or laid off, then the next employees

to be laid off or discharged will be those in the priority List “B” classification; and then only after all employees on the “E”, “D”, “C” and “B” Lists have been laid off or discharged will the employees who have been dispatched from the “A List” be laid off or discharged.

37. TERMINATION OF EMPLOYMENT — Notwithstanding the provisions of any other Section of this Agreement, the Individual Employer may discharge an employee at any time for just cause. All employees upon termination shall be given a slip indicating the reasons for termination or discharge. Any employee quitting a job will be placed on the bottom of the out-of-work list.

A. No employee will be discharged or penalized for requiring time off to perform the duties of any elected or appointed position or committee for the Union.

B. The Individual Employer shall be the sole judge of the ability of each employee to perform the work assigned to the employee. Any employee’s inability to perform work assigned to him/her is just cause for discharge subject to the right of appeal to the Joint Hiring Hall Committee as hereinafter provided.

C. Of each group of five (5) employees, or portion thereof, employed on each job covered by a Project Labor Agreement (PLA), one (1) employee shall be paid according to the Building Trades Journeyman wage and fringe benefit schedule and one shall be a Building Trades Apprentice, with the first employee of each group of five (5) or portion thereof employed by the Individual Employer being paid as a Building Trades Journeyman and the second employee being a Building Trades Apprentice. If a Building Trades Apprentice or an employee being paid as a Building Trades Journeyman ceases to work on the PLA job for any reason other than lack of work, that employee shall be replaced, respectively, by a Building Trades Apprentice or an employee paid as a Building Trades Journeyman. In the event that a classification required by this section is not available for dispatch, the Individual Employer may apply to the Union for permission to use another classification.

ARTICLE IV OUTSIDE CONTRACTORS

38. OUT OF AREA EMPLOYERS — For the purposes of this Article, a “shop” means a permanent place of business of any Individual Employer, not a jobsite shop or a temporary shop.

A. For purposes of this Article, an “Outside Contractor” is any Individual Employer who does not have a shop within the geographical jurisdiction of the Union.

B. For the purpose of this Article, the Outside Contractor’s “regular U.A. workforce” means employees who have worked for said Outside Contractor for at least five hundred (500) hours during the previous twelve (12) months in a bargaining unit represented by a U.A. Local Union.

C. It is recognized that an Individual Employer whose principal place of business or customary place of doing work is outside the territory covered by this Agreement

would be at a disadvantage if they were unable to bring with them a minimum crew familiar with the Individual Employer's manner of operation.

D. It is agreed that, regardless of how many jobs the Outside Contractor has in the Union's jurisdiction, during any period of time the Outside Contractor is performing work inside the Union's jurisdiction, such Individual Employer may bring into the area covered by this Agreement, temporarily to perform work herein on his jobs, one (1) Plumber to do plumbing work, one (1) Steamfitter or Pipefitter to do steamfitting or pipefitting work, or one (1) other individual, regardless of classification, who was dispatched to the Outside Contractor by a U.A. Local Union.

E. In addition, Outside Contractors may bring into the Union's jurisdiction one Plumber to do plumbing work, or one Steamfitter or Pipefitter to do steamfitting or pipefitting work, provided that: (a) the Outside Contractor does not exceed one such person, (b) such person is dispatched through the Union's Hiring Hall, (c) such person is part of the Outside Contractor's regular U.A. work force, and (d) provided further that in order to bring in such person, the collective bargaining agreement of the U.A. Local Union which represents such person allows equivalent freedom of movement to Individual Employers whose principal place of business is located in the area covered by this Agreement. In addition, subject to the approval of the Union's Business Manager, an Outside Contractor may bring into the Union's jurisdiction one additional Plumber, Pipefitter or Steamfitter so long as the provisions set forth above in (a) through (d) are satisfied.

F. For employees brought into the area covered by this Agreement pursuant to Section 38D or 38E of this Article, the Outside Contractor shall pay the wage and fringe package required by either the collective bargaining agreement in effect in the area where the Outside Contractor's principal place of business is located or this Agreement, whichever is higher. The fringe benefits for the employee described above in Section 38D of this Article shall be paid to the Trust Funds for his home Local Union. The fringe benefits for the employees described above in Section 38E of this Article shall be paid to the U.A. Local 343 Trust Funds described in this Agreement. The difference between the total package and the home Local Union fringe benefits will be paid to the employee as taxable wages.

G. In addition to employees whom an Outside Contractor may bring into the area covered by this Agreement under Section 38D and 38E of this Article, upon approval of the Union's Business Manager, an Outside Contractor may bring other employees into the area covered by this Agreement subject to the following conditions. For such other employees, the Outside Contractor shall pay the wages and fringe benefits required by the collective bargaining agreement in effect in the area where the Outside Contractor's principal place of business is located and, in addition, shall pay fringe benefits at the Journeyman rate set by this Agreement into the following Trust Funds described in this Agreement: The U.A. Local 343 Journeyman and Apprentice Training Trust Fund, the U.A. Local No. 343 Labor Management Cooperation Committee Trust Fund, and the U.A. Local No. 343 Pension Trust Fund (for Retiree Supplemental Benefit Fund only).

H. Notwithstanding the provisions of Article XIII of this Agreement, upon approval of the Union's Business Manager and subject to the following conditions, an Outside

Contractor may use its regular U.A. workforce working in its shop to fabricate Plumbing, Heating, Air Conditioning, Refrigeration and Piping materials and industrial piping to be installed on a jobsite in the area covered by this Agreement. For employees performing such fabrication work, the Outside Contractor shall pay the wages and fringe benefits required by the collective bargaining agreement in effect in the area where the Outside Contractor's principal place of business is located and, in addition, shall pay fringe benefits at the Journeyman rate set by this Agreement into the following Trust Funds described in this Agreement: The U.A. Local 343 Journeyman and Apprentice Training Trust Fund, the U.A. Local No. 343 Labor Management Cooperation Committee Trust Fund, and the U.A. Local No. 343 Pension Trust Fund (for Retiree Supplemental Benefit only).

I. The Outside Contractor shall increase the gross hourly wages of employees described above in Section 38-G and 38-H by the amount set by this Agreement for dues check-off at the Foreman's rate and, pursuant to written authorizations from said employees, shall deduct from such wages the amount set by this Agreement for dues check-off at the Foreman's rate (regardless of the employee's classification) and remit such amounts to the financial institution designated by the Union.

J. Any employee brought into the area by an Outside Contractor must be part of the Outside Contractor's regular U.A. workforce and must be qualified for the "A List" in the hiring hall of another U.A. Local Union.

K. All employees whom the Outside Contractor brings into the Union's jurisdiction under Section 38-D and 38-E of this Article are considered "name calls" under this Agreement.

L. Any employees brought into the area covered by this Agreement under Section 38-D and 38-E of this Article shall have freedom of movement to any jobs being done by said Outside Contractor inside the Union's jurisdiction. However, employees dispatched from the Union's out-of-work list to the jobsite of the Outside Contractor shall not be moved to any other jobsite without the express permission of the Union. The fringe benefits for the employees described above in Section 38-E of this Article shall be paid to the U.A. Local 343 Trust Funds described in this Agreement. The difference between the total package and the home Local Union fringe benefits will be paid to the employee as taxable wages.

M. An Outside Contractor whose work force is made up entirely of employees dispatched by the Union for work in the Union's jurisdiction shall have the same rights and privileges, concerning the movement of employees from jobsite to jobsite as a local contractor.

39. Employers Within the BAY AREA – Freedom of Movement of Employees –

A. An Individual Employer whose permanent shop is located outside the geographical area covered by this Local Union Agreement and is located in the geographical jurisdiction of the following Bay Area Local Unions: 38, 159, 342, 393, 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:

B. One (1) Employee for Plumbing Scope of Work

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

C. Additionally, if there are four (4) or more UA Local 343 employees on each jobsite or project (with at least one (1) being an Apprentice) the individual Employer shall be allowed to bring on each jobsite or project one (1) additional employee member as described above. Such one (1) additional employee will be dispatched as a Journeyman through the Local 343 Hiring Hall and shall have the fringe benefits paid to the UA Local 343 Trusts Funds with the Pension, Supplemental Pension and Health and Welfare reciprocated to his/her home Local Union.

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

E. The Employer must be signatory to Local Union 38, 159, 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.

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

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

H. Any employee sent to the jurisdiction of the Local Unions referenced above under the terms of this Agreement shall be paid the higher taxable wage and fringe benefits required either by UA Local 343 or his/her Home Local.

I. In the event the Employer brings one (1) employee from their regular workforce as set forth above, it shall be the condition of employing said employees within the jurisdiction of the Local Union for the Employer to hire at least one (1) Journeyman on

the sixth working day from the UA Local 343 Hiring Hall. It is not the intent of the parties to require the employer to employ such additional employee upon work such as punch list items, single family residences under a single contract, service and repair and the like. However, where such work is clearly available the Employer must employ the additional Journeyman.

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

ARTICLE V

DRUG AND ALCOHOL PROGRAM

40. DRUG AND ALCOHOL PROGRAM — It is the policy of the Employer and the Union to eliminate, insofar as possible, the safety and health hazards associated with drug and alcohol use as it relates to the performance of work covered by this Agreement. To that end, project owners may require pre-hire drug and alcohol testing. The Employer and the Union hereby adopt the provisions of the United Association/Mechanical Contractors Association of America Statement on Workplace Substance Abuse Testing and Treatment, as set forth in Appendix E. The following program is established.

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

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

C. Employees required to take a test shall be taken by a representative of the Individual Employer to the nearest qualified hospital or nearest qualified testing facility where such test shall be taken.

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

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

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

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

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

I. Any employee who successfully completes an alcohol or drug rehabilitation program recognized by the Plumbers & Steamfitters Local 343 Managed Health Care Trust Fund shall not be discriminated against and shall be eligible for rehire.

J. If a different Drug and Alcohol Policy is agreed to by the Union, it will be adhered to at the jobsites where it is applicable.

41. Pre-Employment Drug Testing – “On a non-negative drug test, at the end of the third day, including the day of the test, the Employer shall be responsible for wages and fringes, if a negative test is received and they go to work. This does not apply if the job has job specific rules different than above.”

ARTICLE VI

JOINT HIRING HALL COMMITTEE

42. The Joint Hiring Hall Committee shall consist of three (3) members to be appointed by the Union and three (3) members to be appointed by the Association. A quorum shall consist of not less than two (2) representatives appointed by the Union and two (2) representatives appointed by the Association. The number of votes allowed each side, however, shall in no event exceed the lesser number of Union or Employer members, as the case may be. The Joint Hiring Hall Committee shall select a Chairperson and a Secretary from its membership.

43. The Joint Committee shall be empowered:

A. To establish and promulgate any and all rules for the operation of the Hiring Hall not inconsistent with this Agreement, including those which may be necessary and proper to insure non-discriminatory application of the procedures for registration and dispatch of employees and applicants for employment upon work covered by this Agreement.

B. To hear and determine employee grievances presented to it in accordance with the provisions of this Agreement.

C. To discipline employees and applicants for employment for bypassing the Hiring Hall, making false statements in connection with registration and application for employment, or any other conduct tending to interfere with the non-discriminatory employment procedures provided in this agreement. Such discipline shall include discharge from any employment obtained by such conduct, suspension for a reasonable period of time of the right to register for employment, or both, as the Joint Hiring Hall Committee may deem to be just and equitable.

D. To enforce the hiring hall provision, including those set forth in Articles II, III and IV of this agreement.

E. Any employee or applicant for employment who claims to be aggrieved by the application to himself/herself of any of the hiring hall provisions of this Agreement, including those set forth in Articles III, IV and V, whether by the Union, the Association or any Individual Employer, may submit a grievance under the procedure provided herein. Such grievance must be submitted in writing to the Joint Hiring Hall Committee within ten (10) working days of the time when the grievant first knew, or in the exercise of reasonable diligence should have known, of the facts giving rise thereto. Any employee or applicant for employment failing to observe the requirements of this Section shall be deemed to have waived his/her right to file a grievance. A copy of the grievance must be served on the other party. Forms for the submission of such grievances shall be available at all times at the Union office.

F. Notwithstanding the foregoing, any grievance involving an alleged wrongful discharge must be submitted to the Joint Hiring Hall Committee not later than the first working day after the day of discharge and the same will not be entertained unless the employee has, in addition, registered for employment on the out-of-work list at the Hiring Hall. Upon compliance by the employee with these requirements, the Joint Hiring Hall Committee shall convene not later than the fourth (4th) working day after the day of discharge and shall immediately notify the Individual Employer and the employee of the time and place of hearing. If the Joint Hiring Hall Committee finds that the discharge was without just cause, it shall order the Individual Employer to reinstate the employee and pay all lost wages and fringe benefits for a maximum of four (4) days, if the Individual Employer complies with the order of reinstatement, but

otherwise for all time lost until date of reemployment or refusal of offer of dispatch by the employee, whichever occurs first.

G. The Joint Hiring Hall Committee shall determine the time and place of meetings, the rules and procedures and all other details necessary to promote and carry out its business. The Joint Hiring Hall Committee shall hold hearings, as necessary, to review evidence pertaining to grievances.

H. The decision of the Joint Hiring Hall Committee shall be final and binding upon all the parties involved. If the Joint Hiring Hall Committee, after meeting, cannot or does not agree on a decision on any grievance within fifteen (15) days after hearing the grievance, it shall lose the jurisdiction thereof and the members of the Joint Hiring Hall Committee shall choose an Impartial Arbitrator to decide the matter. The Arbitrator's decision shall be final and binding on all parties. The expense of employing such Arbitrator, employing a court reporter and obtaining a transcript for the arbitration shall be borne equally by the parties thereto.

I. If the Joint Hiring Hall Committee cannot, or does not, agree on an Arbitrator within ten (10) days after it has lost jurisdiction to decide the case, the Chairperson or Secretary or the party aggrieved, whether the Union, the Association, or an Individual Employer, as the case may be, may request the Federal Mediation and Conciliation Service to furnish a list of five (5) names from which the parties to the grievance shall select the Arbitrator by alternately deleting names from such list until only one name remains.

J. In the exercise of the powers herein conferred upon them, the members of the Joint Hiring Hall Committee shall at all times act consistently with the provisions of this Article and Articles III, IV and V, and shall not discriminate against any employees by reason of age, race, color, creed, religion, sex, national origin, ancestry, disability, medical condition, marital status, sexual orientation, or membership in, or activity for or against, any labor organization or on any other basis prohibited by California or federal law.

K. It is intended that, with respect to the hiring hall provisions of this Agreement, the powers of the Joint Hiring Hall Committee shall be exclusive and that its jurisdiction shall not extend to matters arising under any other provision of this Agreement.

ARTICLE VII

JOINT CONFERENCE BOARD

44. JOINT CONFERENCE BOARD – It is the intention of the parties to this Agreement to settle problems that may arise on a local level. In order, however, to provide means for the uniform interpretation and application of the provisions of this Agreement, other than the hiring hall provisions which are subject to the exclusive jurisdiction of the Joint Hiring Hall Committee, the parties hereto shall establish the Joint Conference Board.

A. Whenever an alleged violation of this Agreement, or any dispute concerning the meaning or interpretation of this Agreement, or any dispute concerning wages, hours, working conditions or fair treatment of employees covered by this Agreement, exists between the Union and any Individual Employer and/or the Association, the Union, the Association or an Individual Employer may file a grievance. The grievance shall be written, signed by a party or its agent, and served on the other party. The grievance shall state the grievant's understanding of the dispute. The other party not later than five (5) days after receipt of said grievance, shall serve a statement of its understanding of the dispute on the grievant.

B. If the parties cannot resolve the grievance within ten (10) days after the filing of the grievance, the Joint Conference Board shall be constituted and take jurisdiction. The Joint Conference Board shall consist of three (3) members to be appointed by the Union and three (3) members to be appointed by the Association. A quorum shall consist of not less than two (2) representatives appointed by the Union and two (2) representatives appointed by the Association. The number of votes allowed each side, however, shall in no event exceed the lesser number of Union or Employer members, as the case may be. The Joint Conference Board shall select a Chairperson and a Secretary from its membership.

C. The Joint Conference Board shall determine the time and place of meetings, the rules and procedures and all other details necessary to promote and carry out the business for which it has been appointed. The Joint Conference Board shall hold hearings, as necessary, to review the evidence pertaining to the grievance. The decision of the Joint Conference Board shall be final and binding upon all parties.

D. If the Joint Conference Board, after meeting, cannot or does not agree on a decision on any grievance within fifteen (15) days after hearing the grievance, it shall lose jurisdiction thereof and the members of the Joint Conference Board shall choose an impartial Arbitrator to decide the matter. The Arbitrator's decision shall be final and binding on all parties. The expense of employing such Arbitrator, employing a

court reporter and obtaining a transcript for the arbitration shall be borne equally by the parties hereto.

E. If the Joint Conference Board cannot, or does not, agree on an Arbitrator within ten (10) days after it has lost jurisdiction to decide the case, the Chairperson or Secretary of the Board, or the party aggrieved, whether the Union, the Association, or an Individual Employer, as the case may be, may request the Federal Mediation and Conciliation Service to furnish a list of five (5) names from which the parties to the grievance shall select the Arbitrator by alternately deleting names from such list until only one name remains.

F. No grievance shall be recognized unless the grievant has brought it to the attention of the other party within ten (10) working days of the time when the grievant first knew, or in the exercise of reasonable diligence should have known, of the facts giving rise thereto, provided, however, that a grievance involving the rights of employees represented by the Union as a class, as distinguished from the rights of an employee, shall be limited only by the applicable statute of limitations.

ARTICLE VIII

STRIKES AND LOCKOUTS

45. STRIKES AND LOCKOUTS – There shall be no strikes or lockouts during the term of this Agreement, except as otherwise provided herein. Where the Individual Employer is failing to abide by a decision of the Joint Hiring Hall Committee or the Joint Conference Board or an Arbitrator, after ten (10) days' written notice thereof, it shall not be a violation of this Agreement for the Union to withdraw employees of the Individual Employer involved, and during the time such failure continues, to withhold employees from such Individual Employer. Employees so withdrawn shall not lose their status as employees of such Individual Employer, but shall not be entitled to receive any wages or other compensation for any period during which they have been withdrawn unless otherwise so entitled by law.

A. In the event of any dispute as to jurisdiction of the work covered by this Agreement, by reason of any such work being claimed by a union or unions other than those affiliated with the United Association, such shall be referred to and settled in accordance with any procedure or agreement for the settlement of such disputes to which the United Association is a party including, but not limited to, the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

B. Section 45A of this Article, however, shall not apply to jurisdictional disputes involving an employer not party to this Agreement to whom an Individual Employer has subcontracted work in violation of this Agreement.

C. Notwithstanding the provisions of this Article, no employee covered hereby may be discharged by an Individual Employer for refusing to cross a primary picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO, or a local union thereof, which picket has been authorized, sanctioned or otherwise processed by the local Building and Construction Trades Council or Central Labor Council having jurisdiction over the area in which the job is located.

ARTICLE IX

JOURNEYMAN AND APPRENTICESHIP TRAINING

46. Journeyman and Apprenticeship Training – In order that an adequate supply of competent, skilled craftsmen 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 Joint Apprenticeship Training Committee of the Plumbing and Pipefitting Industry, and approved by the California Apprenticeship Council, within the guidelines set forth by the Joint Apprenticeship Training Committee. An Individual Employer may employ one (1) Apprentice when he has at least one (1) Journeyman regularly employed, and one (1) additional Apprentice when he hires the fourth (4th) Journeyman, then there shall be a ratio of one (1) Apprentice to every five (5) Journeymen hired thereafter. An Individual Employer who employs two (2) Journeymen steadily on new construction must employ one (1) Apprentice, and for every additional five (5) Journeymen, he must employ one (1) additional Apprentice. Upon approval of the Business Office of the Union, the ratios set forth above may be modified to allow for the employment of more apprentices or due to special conditions.

A. During the first three (3) years of his/her five (5) year apprenticeship, no Apprentice shall be placed on a job alone, but shall be under the supervision of a Journeyman at all times. On public works, no Apprentice shall work alone.

B. Regularly indentured Apprentices actively participating in the Apprenticeship Training Program may, however, in their third (3rd), fourth (4th), and fifth (5th) year of training, work on service and repair work, with or without a Journeyman, at the prevailing Apprentice rate of pay.

C. Journeyman training programs may be established to upgrade the skills of the Journeymen.

ARTICLE X

HOURS OF WORK AND OVERTIME

47. HOURS OF WORK AND OVERTIME — Eight (8) hours of work between the hours of 6:00 a.m. and 4:30 p.m., with one-half hour off for lunch, shall constitute the regular work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute the regular work week. The Union and the Individual Employer may mutually agree to a schedule of four (4) days, ten (10) hours per day, Monday through Thursday.

48. Overtime — A. (5x8 hour schedule) The first two (2) hours, Monday through Friday, immediately before or immediately after regular working hours up to and including ten (10) hours of work and the first ten (10) hours of work on Saturday, shall be paid at one and one-half (1½) times the straight time rate. All additional overtime worked on Monday through Saturday shall be paid at two (2) times the straight time rate (double time). All overtime worked on Sundays and Holidays shall be paid at two (2) times the straight time rate (double time) regardless of the number of hours worked.

B. (4x10 hour schedule) All hours before or after regular working hours Monday through Saturday and all hours on Sundays and Holidays shall be paid at two (2) times the straight time rate (double time). The first ten (10) hours on Friday and Saturday shall be paid at one and one-half (1½) times the straight time rate, provided it is in the regular scheduled shift hours.

C. During daylight savings time, the regular work day may start one (1) hour early and end one (1) hour early, but only if adopted by the other building trades working at the jobsite. Otherwise, all changes in the regular starting time shall be only by the mutual consent of the Union and the Individual Employer. The Union reserves the right to revoke early starting times. Whenever an early starting time is adopted, the Individual Employer must give at least two (2) working days' notice to the employees.

D. The hours of work and overtime provisions may be different for service and repair work. See the Service and Repair Agreement.

ARTICLE XI

WAGES

49. Light Commercial Rates – Wages shall be paid according to the rates set forth in Appendix C to this Agreement.

50. Foremen – Foremen shall be paid not less than ten percent (10%), General Foremen shall be paid not less than twenty percent (20%), and Senior General Foremen shall be paid not less than thirty percent (30%) over the regular straight time hourly wage rate for Journeymen.

51. Welding – Any Apprentice who passes a welding test given by an Individual Employer shall be paid by such Individual Employer at the appropriate Journeyman rate of pay. Adequate mechanical suction and/or blower devices shall be provided for welding and burning in enclosed areas or where adequate ventilation is not available.

A. Alloy Welding – Alloy Welding Premium – If a U.A. Local 343 dispatched employee is certified to perform an Alloy Welding/Diametrics procedure that is developed by a Joint Labor/Management Committee, then said employee will be paid 5% over scale for his classification based on the Journeyman taxable wage rate. This 5% premium shall be paid for all hours of any shift during which shift the employee performs any Alloy Welding/Diametrics. The premium is not paid for tacking or for operating orbital welding equipment. The certification process shall be developed by the Joint Labor/Management Committee.

52. No employee shall be permitted to work from Trusses, Temporary Staging, or Unguarded Structures thirty-five (35) feet or more above ground or water, in a process that violates the rules and guidelines set forth by Cal Osha and or the Governing Authority.

53. Any employee required to work from swinging scaffolds, boatswain's chairs or similar devices shall be paid seventy-five cents (\$.75) per hour over his regular hourly rate of pay, for each hour or fraction thereof so worked.

54. Shift Work – Shift work may be performed at the option of the Individual Employer, provided that forty-eight (48) hours' notice is given to the Union and the employees prior to the start of such shift work. When shift work is performed, it must continue for a period of not less than five (5) consecutive work days. Saturday and Sunday, if worked, may be considered for establishing the minimum five (5) day shift work period. This Section may be changed by mutual agreement between the Individual Employer and the Business Manager of the Union.

55. When shifts have been established, the employees on the swing shift shall receive ten percent (10%), and the employees on the graveyard shift shall receive fifteen percent (15%), over and above their regular rates of pay.

56. Any employee who is dispatched and reports to work at the regular starting time and for whom no work is provided shall receive pay for four (4) hours at the straight time rate of pay, unless he/she has been notified not to report at least eight (8) hours prior to the regular starting time. Any employee who reports to work and for whom work is provided shall receive pay for no less than four (4) hours at the straight time rate of pay. If more than four (4) hours are worked in any one day, the employee shall receive pay for not less than eight (8) hours at the straight time rate of pay. However, the foregoing provisions of this Section shall not apply when weather or strike conditions make it impossible to put such employee to work or when stoppage of work is occasioned thereby, or if the job is shut down for reasons beyond the control of the Individual Employer or when an employee leaves his/her work of his/her own accord. Nonetheless, when an employee is instructed to report for work, rain or shine, and weather conditions prevent him/her from performing work, he/she shall receive two (2) hours' pay if he/she reports under such conditions, and said employee may be required to remain on the job for two (2) hours. If the Individual Employer claims an exemption from the payment provisions of this Section on the basis that the job was shut down for reasons beyond his/her control, the Individual Employer shall submit said claim to the Joint Conference Board for resolution by filing a grievance and presenting evidence in support of its claim. Notwithstanding any other provision of this Agreement, if the Individual Employer fails to file such grievance, the Individual Employer will be obligated to pay the monies otherwise required by this Section.

57. Overnight Travel Expense – On all jobs requiring an employee to remain away from home overnight, except where adequate subsistence is furnished on the job, the Individual Employer shall furnish, at a minimum, board and lodging and pay forty dollars (\$40.00) per day, per employee, on a seven (7) day per week basis.

58. Pay Day – Pay day shall be once each week, with not more than three (3) days' pay being withheld, except that if, because of the size of the payroll, more time is needed, the time may be extended to not more than five (5) days. Employees shall be paid during their regular shift, whether working in an Individual Employer's yard or shop, or in the field. When employees are laid off or discharged, they shall be paid wages due them immediately, at the time of such layoff or discharge, in compliance with the California Labor Code.

59. All employees shall receive their wages, in full, on a pre-designated day. If paid later, through the fault of the Individual Employer or his representative, employees shall receive the straight time rate while waiting, at the rate of eight (8) hours for every twenty-four (24) hours of waiting time.

60. Emergency Call-Ins – Whenever an Individual Employer calls an employee in to work at a time outside the employee’s regular schedule, such employee shall be paid at the double time rate.

ARTICLE XII WORKING CONDITIONS

61. Starting and Ending Times – Employees shall not report to an Individual Employer’s shop or yard for work more than ten (10) minutes before the regular starting time. Employees shall be allowed sufficient time to put away tools and equipment and check out during the regular shift period, so that they can leave the Individual Employer’s shop, yard or place of work not later than quitting time.

62. Driving Trucks – No employee represented by the Union shall drive an Individual Employer’s truck before 6:00 a.m. or after 4:30 p.m., except in the case of an emergency, or when working on overtime as outlined in this Agreement. The Union shall notify all employees and Individual Employers five (5) working days before enforcing this Section. Violation of this Section by an employee shall be processed through the procedures set forth in the Bylaws of the Union, and penalties may be assessed. However, empty trucks may be driven by supervisory personnel and estimators.

63. Rest and Meal Periods

A. Rest Periods – The Individual Employer shall authorize and permit all employees to take one ten (10) minute coffee break or rest period for every four (4) hours, or major fraction thereof, worked. The rest period shall be, insofar as practicable, in the middle of each four (4) hour work period, at the convenience of the job operations. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Rest periods shall take place at areas designated by the Individual Employer, which may include or be limited to the employee’s immediate work area.

B. Meals and Meal Periods – When an employee is employed for more than five (5) hours, the Individual Employer shall provide an unpaid 30-minute meal period. If the employee is employed for more than twelve (12) hours, then during the thirteenth

hour, and after working each additional four (4) hours, the employee shall receive a hot meal provided at the Individual Employer's expense and wages at the appropriate overtime rate for the time to eat it or, if the employee chooses to forgo the meal and meal period, one-half hour of wages at the appropriate overtime rate for each such meal period. An adequate lunch on emergency overtime shall be provided at the expense of the Individual Employer. When an employee works two (2) or more hours of overtime after the regular work day, the Employer shall provide a 30-minute meal period paid at the rate of two times the straight time rate (double time) and an additional 30-minute meal period paid at the rate of two times the straight time rate (double time) for each additional four (4) hours of overtime so worked.

C. Any employee who claims that an Individual Employer has failed to provide a rest period in accordance with this Section shall, no later than ten (10) working days from the date of such alleged failure, file a grievance for resolution by the Joint Conference Board. If the Joint Conference Board determines that a rest period was not provided in accordance with this Section, the Individual Employer shall compensate the employee one (1) hour of wages and fringe benefits at the employee's regular rate of compensation for each work day that the rest period was not provided.

64. Tools — No tools shall be furnished by an employee, except that employees may furnish their own hoods and goggles. The Individual Employer shall furnish glass for the hoods and goggles and shall furnish hard hats to the employees for their protection. No employee shall deposit any money to guarantee the safety of any tools or materials, nor shall any money be deducted from his pay for same. However, all such employees shall accept the responsibility for properly caring for all tools and materials furnished to them by the Individual Employer. Violation of this Section may be just cause for termination.

65. Return of Hard Hat — When an employee leaves the employment of an Individual Employer, he/she shall return any hard hat provided by the Individual Employer.

66. Failure to Wear Hard Hat — An employee who fails to wear a hard hat, after being notified by the Individual Employer that this may be cause for discharge, may be discharged, and such discharge shall be considered for just cause.

67. Labor-Saving Devices — 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 Individual Employer, provided that such equipment is operated in accordance with the jurisdictional awards of the Building and Construction Trades Department of the AFL-CIO, and approved by the Department of Industrial Relations of the State of California.

68. Testing – Whenever, by reason of the specification of a job, an Individual Employer requires workers to take any test, the Hiring Hall, upon being requested to furnish workers for such test, will supply only workers who are experienced in the type of work for which the test is required, unless otherwise agreed to by the Individual Employer. Before any worker commences the test, he/she shall be placed on the payroll of the Individual Employer. Any worker failing to pass the test shall be paid wages and benefits at the straight time rate for the actual hours required to complete the test. In addition, he shall receive the regular travel expense allowance set forth in this Agreement to and from the place of testing. Any worker who fails to pass the test must be re-dispatched by the Hiring Hall before returning to work for said Individual Employer. If the Hiring Hall is advised that any worker has failed to pass such a test two times during a period of six (6) months, the Hiring Hall shall not again dispatch said worker to a job for which said testing is required until the worker has been certified by the Union.

69. Travel From Parking Site to Jobsite – When employees are required to park offsite, they shall be provided transportation to and from the jobsite. Travel between the jobsite and the offsite parking area shall be on the Individual Employer's time one way and the employee's time one way. However, by mutual consent of the Union and the Individual Employer, the Individual Employer may have the option of paying each employee an additional one dollar (\$1.00) per hour for each hour worked by each such employee and such employees shall be required to ride to and from the jobsite and offsite parking area on their own time. At no time shall any employee be charged a fee to ride to or from the parking area or the jobsite.

70. Individual Employer Vehicles – All Individual Employer vehicles used for transporting Journeymen and/or Apprentices shall be driven by competent drivers. No Journeymen and/or Apprentices shall accept transportation in an Individual Employer's vehicle unless it is satisfactorily enclosed against the elements of the weather and outfitted with seats or benches. Journeymen and/or Apprentices are expressly forbidden to ride in the bed of trucks. No employee shall drive an Individual Employer's vehicle unless the vehicle has a sign which is painted on or permanently attached on both sides of the vehicle, and which bears (in letters at least three (3) inches high) the name, address, telephone number and contractor's license number of the Individual Employer.

71. Driving of Individual Employer Vehicles – No employee is to drive an Individual Employer's vehicle if it has a mechanical defect which makes the vehicle unsafe to drive or if it is illegally or unsafely loaded. Any employee who drives an Individual Employer's vehicle shall have a valid driver's license. The employee shall notify the Individual Employer of any mechanical defects or unsafe conditions at the end of the work day.

72. An adequate supply of cold drinking water and salt tablets shall be available to employees on all jobsites. When water is supplied on the job in containers, the Individual Employer shall furnish paper cups to employees, or shall have an approved type of drinking fountain to prevent the spread of communicable diseases.

73. Working Outside Area – An Individual Employer may require his/her employees dispatched under this Agreement to work temporarily outside the area covered by this Agreement, but only under the following conditions:

A. The Individual Employer is party to a collective bargaining agreement with the U.A. Local Union having jurisdiction over the working area and complies with all of the terms and conditions of said agreement with respect to such work.

B. The Individual Employer shall make payments into all Trust Funds provided for in this Agreement upon all hours worked by said employees in accordance with the provisions of this Agreement and shall deduct and remit Dues Check-off as required by this Agreement.

C. The Individual Employer shall pay wages to said employees as provided in this Agreement and in addition thereto, as a part of their wages, shall pay the excess, if any, of the combined wage and fringe package of the collective bargaining agreement where the work is being performed over the combined wage and fringe package provided in this Agreement. In addition, the Individual Employer shall reimburse the employees for all authorized expenses and expenditures and Travel Card dues.

74. Travel Expense Allowance – When an employee is required, for the purposes of testing or working in a fabrication shop, to travel at his own expense outside the area covered by this Agreement, the Individual Employer shall pay to said employee a travel expense allowance of \$50.00 per day.

75. Use of Employees' Personal Vehicles – No employee covered by this Agreement shall use his/her own personal vehicle at any time during the working hours established by the terms of this Agreement, except for the absolute protection of such vehicle. At no time shall an employee transport tools or materials for an Individual Employer in the employee's personal vehicle.

76. Subcontracting by Employees – No employee covered by this Agreement shall be permitted to subcontract or lump the installation of any plumbing, heating, or pipe work or any other work covered by this Agreement, or be permitted to work in any shop where subcontracting is practiced by employees. No employee shall be allowed to work for himself, nor make a practice of doing work after hours or on Sundays or Holidays. Violations of this Section shall be referred to the Joint Conference Board.

77. Notification to Union of Overtime Work – It will be the responsibility of the Individual Employer and the employee to notify the Union of all programmed work (e.g., scheduled maintenance and scheduled shutdowns) to be performed before and after the regular work day and on Saturdays, Sundays and Holidays. Notification shall include the address of the jobsite and the number of employees scheduled to work.

78. Compliance With Laws – All parties shall comply with all State laws and City and County ordinances pertaining to the plumbing, heating and pipe fitting industry, including all State safety and health codes, regulations, laws, and ordinances.

79. Hazards – Workers who are required to work in any area where they are exposed to acids, caustic materials or any other hazardous conditions shall be provided adequate protective clothing and equipment by the Individual Employer.

80. Hazardous Work – All work determined to be hazardous shall require no fewer than two (2) workers at all times.

81. Access to Jobs – The Business Manager and Business Representative of the Union shall have access to all jobs and shops at all times during working hours.

82. Prohibition on Estimating Work – Before or after working hours, employees are not permitted to estimate work or list materials from plans or in any other manner.

83. Use of Pipe Handling Equipment – When full lengths of cast iron, steel or transits pipe, measuring eight (8) inches or more in diameter, are to be installed, pipe handling equipment must be used. When pipe handling equipment must be used, more than one (1) Journeyman and/or Apprentice shall be worked in the crew.

84. Vacations – Each employee shall have the right, if he/she so desires, to take one (1) vacation of two (2) weeks' duration, or less, in any calendar year, or of greater duration if agreed to by his/her Individual Employer, without pay other than as herein provided. Vacations shall be scheduled by agreement between the employee and the Individual Employer.

ARTICLE XIII

HOLIDAY SCHEDULE

85. HOLIDAYS – There will be a minimum of sixteen (16) mandatory Holidays each year, as listed in Appendix H, which will be paid at the overtime rates if worked.

86. If any Holiday falls on a Sunday, the Monday following shall be considered a legal holiday. Work done on such days shall be paid at the appropriate overtime rate.

87. If any Holiday falls on a Saturday, the preceding Friday shall be considered a legal holiday. Work done on such days shall be paid at the appropriate overtime rate.

88. When a Holiday falls on a Tuesday, the Individual Employer shall have the option of working or not working at the jobsite on the preceding Monday. If the Holiday falls on a Thursday, the Individual Employer shall have the option of working or not working at the jobsite on the Friday following. However, if the Individual Employer intends to close down on such Monday or Friday, the Individual Employer must give at least forty-eight (48) hours' notice to the employees.

89. Whenever this Agreement provides that a Friday is a Holiday and that the following Monday is a Holiday, then the Saturday between said two (2) Holidays shall also be considered a Holiday, with the exception of Veteran's Day (observed the second (2nd) Friday in November and Martin Luther King Jr Day (the third (3rd) Monday in January).

ARTICLE XIV STEWARDS

90. A Steward shall be a working Journeyman appointed by the Business Manager or Agent. The Steward shall, in addition to his work as a Journeyman, be permitted to perform, during working hours, such of his/her Steward duties as cannot be performed at any other time. The Union agrees that such duties shall be performed as expeditiously as possible, and the Individual Employers agree to allow the Stewards a reasonable amount of time for performance of such duties. On projects with fifty (50) employees or more, the Individual Employer and Union will endeavor to furnish the Steward with a crew make-up list on a weekly basis. The Union shall notify the Individual Employer in writing of the appointment of each Steward.

91. Except for supervisory personnel, the Steward shall be the last employee laid off or transferred, providing he/she is competent and capable of performing the duties assigned to him/her. A Steward may be discharged for just cause.

92. When the work requires more than one supervisory person and one Journeyman, the Steward shall be given the opportunity to work on any overtime work, provided he/she is competent and capable of performing such work.

93. Within seven (7) days after appointment of the Steward by the Union, the Individual Employer may request a meeting with representatives of the Union to discuss the appointment of the Steward.

ARTICLE XV HEALTH AND SAFETY

94. There shall be established under this Agreement, a joint committee comprised of no less than two (2) representatives appointed by the Union and two (2) representatives appointed by the Association to meet from time to time as necessary to discuss and implement training of employees and Individual Employers as to the applicable health and safety laws and sanitary standards pertaining to the plumbing and pipefitting industry.

95. No Individual Employer, including sole proprietors, members of partnerships or other unincorporated Individual Employers, officers, directors or shareholders (except shareholders regularly employed by the Individual Employers at the wages and under all of the terms and conditions of this Agreement) of corporate Individual Employers, and responsible managing officers or responsible managing employees of Individual Employers, shall work with the tools of the trade upon any new construction work, nor shall any such person be permitted to register for employment in the Hiring Hall, unless he/she shall have ceased to be engaged in business as an Individual Employer, except as provided in Section 98 of this Article. A Certificate of Inactivation of an Individual Employer's contractor's license, in accordance with the rules and regulations of the Contractors State License Board, shall, among other things, constitute evidence that the Individual Employer has ceased to be engaged in business as an Individual Employer.

96. The working member or officer of an Individual Employer may work with the tools of the trade with or without a Journeyman on any service or repair job which does not require more than four (4) hours to complete, or upon emergency jobs or repair work where human health or safety is endangered.

97. One working member or officer of an Individual Employer, as defined above, may, however, work with the tools of the trade on any work covered by this Agreement if and only if all of the following conditions are satisfied:

A. Before the commencement of the job, the working member or officer must notify the Union in writing of the location and probable duration of the job and the nature of the work involved.

B. The working member or officer does not work Saturdays, Sundays or Holidays or before the start or after the end of the regular work day as defined in this Agreement.

C. The working member or officer must take a withdrawal card from the Union and sign the Master Labor Agreement.

D. The working member or officer shall have the appropriate contractor's license, whether he/she be the owner, the RME or the RMO.

E. There shall be no more than one (1) working member or officer for any Individual Employer, including partnerships and corporations, unless otherwise agreed by the Union.

ARTICLE XVI

FOREMEN

98. On any job where there are more than three (3) and not more than eight (8) Journeymen and/or Apprentices, one (1) Journeyman shall be selected by the Individual Employer to act as Foreman. Where there are more than eight (8) Journeymen and/or Apprentices, one (1) additional Foreman shall be selected for each additional group of up to eight (8) employees. The number of Journeymen assigned to work under each Foreman shall be at the discretion of the Individual Employer, but in no event shall there be more than eight (8) Journeymen to each Foreman. No Foreman who has more than five (5) employees assigned to him/her may work with tools.

99. When two (2) or more Foremen are employed on a jobsite, the Individual Employer shall select one (1) to be a General Foreman. Orders shall be dispatched to employees in the following sequence: Piping Superintendent to Senior General Foreman, Senior General Foreman to General Foreman, General Foreman to Foreman, Foreman to Journeyman. General Foremen may give orders directly to Journeymen and Apprentices, provided they advise the Foreman of such, as soon as practical.

100. When two (2) or more General Foremen are employed on a jobsite, the Individual Employer shall designate one (1) employee dispatched by the Union to be a Senior General Foreman.

101. The parties recognize the need for all Foremen, General Foremen, and Senior General Foremen to take the following classes: First Aid/CPR, Confined Spaces, Leadership, OSHA, Competent Person, and Power Lifter. Once a year, the U.A. Local 343 Journeyman and Apprentice Training Committee shall provide such training classes.

ARTICLE XVII

FABRICATION

102. The provisions of this Article are intended to protect and preserve all of the work which has normally and traditionally been performed by the employees covered by this Agreement, and, as such, constitutes a material and substantial part of this Agreement. Upon a breach of any of these provisions, the parties involved may, at their option, seek enforcement by judicial proceedings or submit the same to arbitration in accordance with this Agreement, but not by work stoppage or lockout.

103. The fabrication of all plumbing, heating, air conditioning, refrigeration and piping materials and industrial piping which has normally and traditionally been performed at the jobsite by Individual Employers employing employees covered by this Agreement shall continue to and must be fabricated at the jobsite by employees covered by this Agreement. Accordingly, it is agreed:

A. All piping two (2) inches and under in diameter (except piping requiring heat and other special treatment or the use of special tools and equipment); all piping for comfort heating and air conditioning; all soil pipe, drainage piping, regardless of size, and all butt welding of mill run lengths, regardless of size (unless a part of dimensioned weld pipe formation) shall be fabricated at the jobsite.

B. All piping formations for comfort heating and air conditioning will be fabricated and assembled on the jobsite. This includes boiler plants used only for generating steam for comfort heating systems.

C. Piping formations requiring heat or other special treatment or the use of special tools and equipment shall be fabricated at the jobsite.

D. All hanger rods shall be cut and threaded on the jobsite or in the shop of an Individual Employer.

104. All other items, not normally and traditionally fabricated on the jobsite by employees covered by this Agreement, including all piping over two (2) inches in diameter, all piping regardless of size which requires heat or other special treatment or the use of special tools and equipment and all bends over two (2) inches in diameter, may be used by the Individual Employer regardless of where or by whom fabricated, provided, however, that the Union reserves the right to refuse to handle, erect or install the same when they have been fabricated under wages, hours and conditions of employment less favorable to employees than those provided by this Agreement for

employees performing the same type of work. All catalog items may be purchased from any source, but must be installed on the jobsite by employees covered by this Agreement.

105. All lead work shall be fabricated and installed at the jobsite by the employees covered by this Agreement, except that the Union may not refuse to handle, erect or install the same when they have been fabricated elsewhere under wages, hours and conditions of employment less favorable to employees than those provided for the same type of work by U.A. Agreements in effect at the site of fabrication.

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

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

108. All catalog items such as clamps, ubolts, etc., may be purchased by the Individual Employer from any source, but shall be installed by the employees covered by this Agreement.

109. The provisions of this Article do not apply to fabrication by Outside Contractors so long as the Outside Contractor complies with the provisions set forth in Article IV, Section 38H of this Agreement.

ARTICLE XVIII HEALTH AND WELFARE PLAN

110. Class A and Class B – Employees who participate in the medical, surgical and hospital portion of the health and welfare plan of the Plumbers and Steamfitters Managed Health Care Trust Fund are identified as Class A. Employees may elect not to participate in the medical, surgical and hospital portion of the health and welfare plan of the Plumbers and Steamfitters Managed Health Care Trust Fund, and such employees are identified as Class B.

111. Information on Dispatch Slip – The dispatch slip shall state whether the employee is Class A (a participant in the medical, surgical and hospital portion of the Health and Welfare Plan) or Class B (a non-participant in the medical, surgical, and hospital portion of the Health and Welfare Plan). In no event shall a change in an employee's classification be implemented unless and until the Union has provided proper notification to the Individual Employer.

112. The Individual Employer shall pay to the Plumbers and Steamfitters Managed Health Care Trust Fund the amounts set forth in Appendix C for each hour paid or worked, straight time or overtime, by each of his/her employees in Class A who are covered by this Agreement.

113. The contributions designated for the Plumbers and Steamfitters Managed Health Care Trust Fund shall be applied as follows: Amounts allocated from time to time by the Trustees of said Trust Fund to retiree welfare benefits shall be applied only to provide benefits to retirees receiving benefits under the U. A. Local No. 343 Health and Welfare Plan. The minutes or other official record of such allocations by the Trustees shall be deemed incorporated herein by reference. All other amounts shall be allocated to the general assets of the Health and Welfare Plan as contributions on behalf of active employees. The Health and Welfare Trustees, in their exclusive discretion, are authorized to adopt rules and procedures for providing benefits to active employees and retirees, except that benefits for retirees shall be provided only to members in good standing of the Union.

114. The contributions designated in Appendix C for Health and Welfare Supplemental Benefits shall be applied to individual funded welfare accounts on behalf of each covered employee for whom Supplemental Contributions have been made.

115. The Plumbers and Steamfitters Managed Health Care Trust Fund shall be administered in accordance with the Trust Agreement creating same, as it has been and may hereafter be amended from time to time. The Individual Employer agrees to be bound by all of the terms and conditions of said Trust Agreement and any amendments that have been, or may hereafter be, adopted.

116. The Union retains the power to change all or part of this Article at any time to conform to its future requirements and/or its future relationships with other U. A. Local Unions. Such powers include, but are not limited to, the allocation of funds from wages to the Health and Welfare Plan, or replacing the Plumbers and Steamfitters Managed Health Care Trust Fund with another such trust fund. The Union shall notify the Individual Employers and the Association in writing of any such changes. Such notice shall be given no less than sixty (60) days prior to the effective date of such change. However, the Association may waive some or all of the sixty-day notice period in any particular application of this Section, which waiver need not be in writing.

ARTICLE XIX

PENSION PLAN

117. The Individual Employer shall pay to the U.A. Local No. 343 Pension Trust Fund the sums set forth in Appendix C for each hour paid for or worked by each of his/her employees covered by this Agreement.

118. The Individual Employer shall pay to the U.A. Local Nos. 343 and 355 Defined Contribution Plan an additional sum per hour, as set forth in Appendix C, for each hour paid for or worked by each of his/her employees in Class B (those who have elected not to participate in the medical, surgical and hospital portion of the health and welfare plan of the Plumbers and Steamfitters Managed Health Care Trust Fund), in accordance with the rules adopted by the Trustees of that Trust Fund.

119. Pension contributions for Apprentices shall be made at the hourly rates set forth in the relevant sections of Appendix C, reflecting the period of Apprenticeship which the Apprentice is serving, and whether he/she is in Class A or Class B (with respect to participation in the Health and Welfare Plan).

120. All amounts designated in Appendix C as contributions to the U. A. Local Nos. 343 and 355 Defined Contribution Plan shall be credited to the respective account of each employee on whose behalf the contributions were made.

121. All amounts designated in Appendix C as pension contributions, other than contributions to the Defined Contribution Plan, shall be allocated to the U. A. Local No. 343 Defined Benefit Plan. Of the amounts allocated to the Defined Benefit Plan, amounts that are designated in Appendix C for Defined Benefit Pension Supplement shall be allocated to the Retiree Supplemental Benefit Fund. The Pension Trustees, in their exclusive discretion, are authorized to adopt rules and procedures for payment of Retiree Supplemental Benefits. Any benefits paid to retirees in addition to their regular accrued vested benefits, whether or not made exclusively from the Retiree Supplemental Benefit Fund, shall be payable only to retirees who are, and who have been for the preceding twelve (12) months, members in good standing of the Union.

122. The U.A. Local No. 343 Defined Benefit Plan and the U.A. Local Nos. 343 and 355 Defined Contribution Plan shall be administered in accordance with the Trust Agreement by and between the parties to the U.A. Local No. 343 Pension Trust Fund to the extent that the Trust Fund is the Plan Sponsor of the Defined Benefit Plan and Defined Contribution Plan. The Individual Employer agrees to be bound by all of the terms and conditions of said Trust Agreement and any amendments thereto that have been, or may hereafter be, adopted.

123. The Union retains the power to change all or any part of this Article at any time to conform to its future requirements and/or to its future relationships with other U.A. Local Unions. Such powers include, but are not limited to, the allocation of funds from wages to pension benefits, or replacing the Trust Fund with another such trust fund. The Union shall notify the Individual Employers and the Association in writing of any such changes. Such notice shall be given no less than sixty (60) days prior to the effective date of such change. However, the Association may waive some or all of the sixty-day notice period in any particular application of this Section, which waiver **must** be in writing, **sent by mail, e-mail or facsimile transmission**.

124. Plumbers and Pipefitters National Pension Fund – The Individual Employers agree to make contributions to the Plumbers and Pipefitters National Pension Fund, in accordance with the standard form of participation agreement, for those classifications that participate in the National Pension Plan.

ARTICLE XX

APPRENTICE AND JOURNEYMAN TRAINING

125. The Individual Employer shall pay to the U.A. Local 343 Journeyman and Apprentice Training Trust Fund the sum set forth in Appendix C for each hour paid for or worked, straight time or overtime, by each of his/her employees covered by this Agreement.

126. Of the contributions provided in Appendix C as required to be made for Apprenticeship Training, ten cents (\$.10) per hour for all hours paid for or worked by employees covered by this Agreement is allocated by the parties to the U. A.'s International Training Fund. The remainder shall be retained by the U. A. Local 343 Journeyman and Apprentice Training Trust Fund.

127. The U.A. Local 343 Journeyman and Apprentice Training Trust Fund shall be administered in accordance with the Trust Agreement creating same as it has been and may hereafter from time to time be amended. The Individual Employer agrees to be bound by all of the terms and conditions of said Trust Agreement and any amendments thereto that have been, or may hereafter be, adopted.

128. The U.A. Local 343 Journeyman and Apprentice Training Fund shall be administered by the Board of Trustees for said Fund, as provided in the Trust Agreement, except insofar as the Board of Trustees may delegate the administration of the training programs to the Journeyman and Apprentice Training Committee.

129. Any association signatory to this Agreement may obtain representation on the Journeyman and Apprentice Training Committee by making a written request, provided that such association represents employers currently making contributions to the Journeyman and Apprentice Training Fund pursuant to this Agreement.

ARTICLE XXI

LABOR MANAGEMENT COOPERATION COMMITTEE TRUST FUND

130. Each Individual Employer shall pay into the U.A. Local No. 343 Labor Management Cooperation Committee Trust Fund the sum set forth in Appendix C for each hour paid for or worked, straight time or overtime, by each of his/her employees covered by this Agreement.

131. The U.A. Local No. 343 Labor Management Cooperation Committee Trust Fund shall be administered in accordance with the Trust Agreement creating same as it has been and may hereafter from time to time be amended. The Individual Employer agrees to be bound by all of the terms and conditions of said Trust Agreement and any amendments thereto that have been, or may hereafter be, adopted.

132. The U.A. Local No. 343 Labor Management Cooperation Committee Trust Fund shall be administered by the Board of Trustees for said Fund, which shall act as the Joint Labor Management Committee.

133. The funds of the U.A. Local 343 Labor Management Cooperation Committee Trust Fund shall be used exclusively for purposes permitted under the Labor Management Cooperation Act of 1978.

ARTICLE XXII

HIRING HALL TRUST FUND

134. The U.A. Local No. 343 Hiring Hall Administration Trust Fund (Hiring Hall Trust Fund) shall be administered in accordance with the U.A. Local No. 343 Hiring Hall Administration Fund Trust Agreement creating same as it has been and may hereafter from time to time be amended. The Union shall not be entitled to representation on the Board of Trustees. The Business Manager of the Union shall, however, be given five (5) days' written notice of the time and place of meetings of the Board of Trustees and the Union shall be entitled to have an observer present at each such meeting to act in an advisory capacity, but otherwise without voice or vote.

135. The Individual Employer agrees to be bound by all of the terms and conditions of the U.A. Local No. 343 Hiring Hall Administration Trust Agreement and any amendments thereto that have been, or may hereafter be, adopted.

136. The funds of the U.A. Local 343 Hiring Hall Administration Trust Fund shall be used exclusively for paying all reasonable and necessary expenses of the Trust and for funding the operation of the Joint Hiring Hall and shall be disbursed each month for the latter purpose through the Joint Hiring Hall Committee established under this Agreement as its agent.

137. The U.A. Local 343 Hiring Hall Administration Trust Fund shall be funded through contributions made to the Trust Fund from the U.A. Local No. 343 Labor Management Cooperation Committee Trust Fund, in such amounts as are reasonably determined by the Trustees of the Hiring Hall Trust Fund to be necessary from time to time to fund the operation of the Joint Hiring Hall. The parties will continue to fund the Hiring Hall Trust Fund in this fashion until such time as a specific hourly employer contribution is identified for this purpose and added to this Agreement.

ARTICLE XXIII DUES CHECK-OFF

138. The Individual Employer shall deduct from the wages of his/her employees for dues check-off the sum set forth in Appendix C for each hour paid for or worked, straight time or overtime, by each of his/her employees covered by this Agreement, and shall remit same to the institution designated by the Union, along with a form reporting such hours.

139. The dues of each employee covered by this Agreement, who has executed a written authorization in the manner and form required by law, shall be checked off and deducted from his/her wages, after taxes, and shall be deposited forthwith as paid dues into the Union's account in the designated financial institution. Deductions for taxes and dues check-off shall be separately noted on the stub accompanying the employee's paycheck.

140. Each employee desiring to have his dues so checked off shall execute the required authorization and lodge the same with the Union.

141. The Individual Employer shall make such payments for dues check-off on or before the twentieth (20th) day of the month following the month in which the hours

were worked, and shall be considered delinquent if not received by the designated institution prior to midnight of said day.

142. No employee shall be relieved of his/her obligation to pay dues to the Union by reason of the failure of any Individual Employer to remit his/her dues check-off monies, as provided in this Article. The employee's obligations to the Union with respect to his/her dues shall in that event be as provided in the Bylaws of the Union.

143. Each year, the Union shall supply each employee with a statement, mailed to his/her last known address as shown on the records of the Union, showing the amounts, if any, so checked off, deducted and paid as his/her dues to the Union.

ARTICLE XXIV

CONTRACT ADMINISTRATION FUND

144. Each Individual Employer shall contribute to the Contract Administration Fund the sum set forth in Appendix C for each hour paid for or worked, straight time or overtime, by each of his/her employees covered by this Agreement.

145. The purpose of the Contract Administration Fund is to pay a portion of the cost incurred by the Employer and the Funds established hereunder. The Contract Administration Fund may also be used for other purposes related to this Agreement, including, but not limited to, affirmative action programs, education, and research.

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

147. 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.

148. Payments into the Contract Administration Fund shall be due and payable at such place, in such installments, and at such time as the Contract Administration Fund shall designate, and on such report form as it shall, from time to time, specify.

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

ARTICLE XXV

EMPLOYER PAYMENTS INTO TRUST FUNDS

150. All payments and contributions for benefits provided pursuant to this Agreement shall be paid at the straight time rate, except that amounts paid to the Defined Contribution Plan shall be paid at the rates shown in Appendix C.

151. Each Individual Employer shall pay all increases in the rates of contributions for benefits as may be subsequently agreed upon by the Union and the Association during the life of this Agreement.

152. Each Individual Employer shall file a monthly report with each Trust Fund on the form established by each Fund, showing hours worked and contributions due. If the Individual Employer has no employees during a particular month, such Individual Employer shall submit a monthly report stating that it had no employees during that month. Each such report shall be filled in properly and be signed by an owner, partner, or corporate officer of the Individual Employer, as the case may be.

153. Payments to the Trust Funds shall be made in accordance with and in the manner provided for in the applicable Trust Agreements. All payments required to be made by Articles XIV through XXV of this Agreement shall be due and payable monthly on or before the twentieth (20th) day of the current month for all work performed in the preceding month. Any report deposited in the mail must be postmarked not later than the twentieth (20th) day of the month or it shall be deemed delinquent. Remittance checks not honored by the bank on the initial deposit by reason of "insufficient funds" shall be considered as non-payment and the Individual Employer shall be declared delinquent.

154. It is agreed that insofar as payments by the Individual Employer are concerned, the parties recognize and acknowledge that the regular and prompt payments of the amounts due by the Individual Employer are essential to the maintenance in effect of

the Health and Welfare Fund, the Pension Fund, the Apprenticeship Training Fund, the Labor Management Cooperation Committee Trust Fund, the Contract Administration Fund, and the Plans they administer. Based upon prior experience of the parties hereto and in light of the substantial and varied expense incurred in the administration of said Funds and Plans due to delinquencies, the parties agree that it is extremely difficult, if not impossible, to fix the actual expense and damage to each Fund and Plan which results from the failure of an Individual Employer to make the payments in full within the time provided. Therefore, it is agreed that if an Individual Employer fails to make the required contributions to the aforementioned Funds on or before the due date, there shall be added, as liquidated damages and not as penalty, ten percent (10%) of the contributions due, which amount shall be due and payable on the date that the contributions were due. In addition, all late contributions and liquidated damages shall bear interest at a rate of twelve percent (12%) per annum, from the due date until paid. If a legal action is filed to collect unpaid contributions or unpaid liquidated damages, the liquidated damages for any contributions still unpaid on the date the legal action is filed shall be increased to twenty percent (20%) of the contributions due. For any late contributions to be deemed paid prior to the filing of a legal action, the Trust Funds must have received cash, a cashier's check, a certified check, a money order or, in the case of an ordinary check, actual payment into the Trust Funds' account from the Individual Employer's bank by the end of the last business day before the day on which the lawsuit is filed.

155. If any Individual Employer defaults in the making of any of the payments provided for in Articles XIV through XXV, and if the Union, the Funds and/or Plans consult, or cause to be consulted, legal counsel with respect thereto, or file, or cause to be filed, any suit or claim with respect thereto, there shall be added to the obligation of the Individual Employer who is in default, all reasonable expenses incurred by the Union, the Funds and/or the Plans, in the collection of same, including, but not limited to, reasonable attorneys' fees, accounting fees, court costs, costs of attachment bonds, and all other reasonable expenses incurred in connection with such suit or claim, including any appellate proceedings therein.

156. The parties recognize and agree: (a) that the references to wages and fringe benefits in Sections 7071.5 through 7071.11 of the California Business and Professions Code include payments for fringe benefits as described in this Agreement and the Trust Agreements creating each Fund; (b) that said payments are for the benefit of the employees of each Individual Employer covered by this Agreement; (c) that the failure of an Individual Employer to make said payments, in the manner and at the time prescribed, causes damage to all employees, including the employees of the Individual Employer in default, in the amount of the unpaid fringe benefits, liquidated damages, interest, and any attorneys' fees and accountants' fees which the Union, the Funds and/or the Plans may incur with respect to said default; and (d) that the Union, the Funds and/or the Plans may bring a claim or legal action against the contractor's

license bond of any Individual Employer on behalf of an employee or employees covered by this Agreement.

157. Whenever the Union, in its judgment, deems it necessary to protect payments to the Funds and the Plans, or to protect the payment of wages to employees working under this Agreement, the Union may require any Individual Employer to supply the Union weekly with a written record of the names of all employees and their hours (specifying straight time and overtime) worked upon all, or any, particular job or jobs. The Union shall have the right to withdraw and withhold the employees of an Individual Employer who fails to furnish such information promptly.

158. In addition to the foregoing, it shall not be a violation of this Agreement for the Union to refuse to dispatch employees to any job, or to withdraw employees from the job or jobs, of any Individual Employer who fails to make any of the payments required to be made by this Agreement or otherwise to take concerted actions against such Individual Employer.

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

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

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

162. Bonding – “Delinquent Employers,” as defined herein, shall be required to post a bond under this Agreement, in addition to any other bond required by applicable law.

A. Delinquent Employer – For purposes of this Section, the term “Delinquent Employer” means an Individual Employer who, at any time during the term of this Agreement, or within the three (3) year period preceding the term of this Agreement, has failed to pay employees or Trust Funds promptly and in accordance with this Agreement and the applicable Trust Agreements. The term “Delinquent Employer” shall also include any Individual Employer who at any time in the past has been cleared of any indebtedness to employees or the Trust Funds through adjudication in bankruptcy or who otherwise ceased doing business while owing monies to employees or the Trust Funds.

B. Any Individual Employer who is required to post a bond under this Section shall maintain the bond in effect for a period of one year. The Individual Employer shall be allowed to cancel the bond after one (1) year, provided that the Individual Employer has not failed to pay employees or Trust Funds promptly and in accordance with this Agreement and the applicable Trust Agreements during said one (1) year period

C. The amount of the bond shall be based on the maximum number of employees employed by the Individual Employer on work within the territory covered by this Agreement during the twelve-month period prior to posting of the bond, as follows:

1 to 5 employees	\$6,000.00
6 to 10 employees	\$10,000.00
11 to 20 employees	\$15,000.00
21 to 30 employees	\$20,000.00
31 to 40 employees	\$25,000.00
Over 41 employees	\$30,000.00

D. Said bond shall be posted with the Union and the bond shall indemnify for any assessment of fringe benefits, other payments required by this Agreement, liquidated damages, interest, attorneys’ fees and/or audit fees provided in this Agreement and in the applicable Trust Agreements.

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

F. In lieu of a surety bond, the Individual Employer shall provide a cash bond in the appropriate amount and in a form acceptable to the Union and the Trustees of the Health and Welfare Trust Fund. The cash bond shall be held in escrow by the Administrator of the Trust Fund designated by the Union and shall accrue interest. If the Individual Employer cannot post the full amount of the cash bond in one lump

sum, the Individual Employer may post ten percent (10%) of the required amount of the cash bond as a down payment and pay the balance with its monthly reports at the rate of fifty cents (\$.50) per hour for every hour worked by its covered employees until the full amount of the cash bond is reached. No interest shall be posted to the Individual Employer's cash bond account until the full amount of the cash bond is paid. In the event that the Individual Employer disputes a claim made against the cash bond, the claim will be paid upon the decision of the Joint Conference Board, in the case of a claim by an employee or employees, or upon the decision of the Trustees of the appropriate Trust Fund or Funds in the event of a claim by a Trust Fund or Trust Funds. The Individual Employer shall be entitled to a refund of any amount remaining in its cash bond account upon a determination that it has no further obligation to maintain a bond, after any obligations due and owing the employees, the Union or the Trust Funds have been deducted from the Individual Employer's cash bond account.

G. If any Individual Employer who is required to post a bond under this Section fails to do so, it shall not be a violation of this Agreement for the Union to withdraw employees from, or refuse to dispatch employees to, that Individual Employer until the bond is posted. The Individual Employer shall be liable to any employees withdrawn because of the failure to post a bond, for the wages and fringe benefits lost, up to a maximum of sixteen (16) working hours.

163. Change of Contractors. Whenever an Individual Employer has taken over a job that has been only partially completed by another Contractor, he/she shall notify the Union in writing as soon as he/she becomes aware of that situation. The Union shall arrange for the re-dispatch of the employees working on the jobsite to the Individual Employer who has taken over the job.

164. Audits.

A. Upon notice in writing from the Joint Conference Board, the Trust Funds or an authorized agent thereof, an Individual Employer shall permit any auditor appointed by the Joint Conference Board or the Trust Funds to enter upon its premises during business hours, at all reasonable times, to examine and copy such books, records, papers and reports of such Individual Employer as may be necessary to determine whether the Individual Employer is making full and prompt payment of all sums required to be paid by this Agreement.

B. The parties agree that the following records of the Individual Employer are necessary for the completion of an audit pursuant to this Section:

Quarterly tax returns to the state and federal governments (California Forms DE-3 and DE-6 and Federal Form 941), payroll journals, individual earnings records and time cards for all employees, general check registers, reports of employee hours to all

trust funds for all trades, workers' compensation insurance reports for all employees, general ledger, bank statements, cancelled checks, check stubs, Internal Revenue Service Forms W-2, W-4, 1096 and 1099 submitted to the United States Government, cash receipts journals, cash disbursement journals, job cost records, financial statements, invoices, contracts, income tax returns, and any other records which the auditor deems necessary or relevant to complete the audit.

C. The purpose of the audit is to determine how much money, if any, is owed under the terms of this Agreement. Said purpose would be defeated if the Individual Employer were able to limit the audit in any way, including limiting the audit to the employees whom the Individual Employer defines as covered employees. Therefore, the Individual Employer shall not limit the scope of the audit in any fashion, but shall make available to the auditor, upon request, all of the aforementioned books and records maintained by the Individual Employer.

D. If the Individual Employer fails or refuses to submit to an audit or confirm an audit appointment within seven (7) days following demand, the Trust Funds may file a lawsuit or, at the Trustees' option, may resort to the grievance and arbitration procedures set forth in this Agreement. Any Individual Employer who refuses audit entry shall pay all the legal fees and costs, including reasonable attorneys' fees, incurred by the Trust Funds in obtaining the audit of such Individual Employer.

E. The cost of the audit shall be borne by the Individual Employer if the audit reveals that the Individual Employer paid fringe benefit contributions which were less than the amount due, by an amount equal to the lesser of five hundred dollars (\$500) or five percent (5%) of all contributions due for the period covered by the audit. Any Individual Employer who cancels an audit without at least two (2) working days' notice, or who fails to provide all the required documents, shall be liable for the costs caused by that delay or that failure regardless of the results of the audit. If an Individual Employer refuses the auditor entry for the purposes of an audit, the Trust Funds may take legal action to compel audit entry, in which case the Individual Employer shall pay all the reasonable costs and legal fees incurred by the Trust Funds in compelling or obtaining such an audit.

F. If a payment obligation is disclosed by the audit for which no fringe benefit payment was received by the Trust Funds, and for which the number of hours worked cannot be plainly ascertained, the Trustees will determine the appropriate formula to be applied to compute the fringe benefit contributions owed. The Individual Employer shall be required to comply with such formula and make payments to the Trust Funds immediately upon being advised of the amount due.

G. The parties agree that the auditor will only report items to the Trust Funds which may constitute a violation of this Agreement. Information derived from the audit shall be confidential and used solely for the enforcement of this Agreement.

165. Allocation of Partial Payments. If the Individual Employer pays some, but not all, of its obligations under this Agreement, priority shall be given to payment of the items listed below in the following order:

- (1) Wages, including Dues Checkoff;
- (2) Defined Contribution Plan contributions;
- (3) Health and Welfare Plan contributions;
- (4) Defined Benefit Plan contributions;
- (5) Apprenticeship Training contributions;
- (6) All other contributions, pro rata; and
- (7) Liquidated Damages.

166. The Union retains the power to allocate funds from wages to fringe benefits and to change the allocation of funds among fringe benefits. The Union shall notify the Individual Employers and the Association in writing of any such changes. Such notice shall be given no less than sixty (60) days prior to the effective date of such change. However, the Association may waive some or all of the sixty-day notice period in any particular application of this Section, which waiver need not be in writing.

ARTICLE XXVI

FAVORED NATIONS CLAUSE

167. No Individual Employer signatory hereto shall be required to pay higher wages, or be subject to less favorable working conditions, than those applicable to other Individual Employers performing similar work in the area covered by this Agreement, except as provided in this Article.

168. When a project to be constructed in the area of Napa and Solano Counties presents a unique problem of manning hours worked, the Individual Employer may, through the Association, petition the Union's Negotiating Committee for a Special Project Agreement. Upon a proper showing of special circumstances for the project, a Special Project Agreement may be written by the Negotiating Committee, provided that all parties agree and provided that the Special Project Agreement is submitted to and reviewed by the membership of the Union at the earliest possible date. On all Special

Project Agreements negotiated under this Section, the name call and recall provisions of this Agreement shall be modified to provide that no more than twenty-five percent (25%) of all employees dispatched to the project may be name calls and that recalls shall apply only to employees who have worked on that project. It is the sole responsibility of the Individual Employer to ask for Special Project Agreements and to inquire about any project that may have a Special Project Agreement in place.

169. Upon being dispatched to a Special Projects Agreement job that has a taxable wage rate of seventy percent (70%) or less, the name of the employee shall be stricken from the particular out-of-work-list upon which his/her name appears when the employee or applicant for employment has worked more than two hundred forty (240) hours within a ninety (90) calendar day period, commencing on date of dispatch.

170. On public works projects, when, for whatever reason, the published prevailing wage rates are less than the Union's rates, the Individual Employer can use the published rates to bid the project if approved by the Union's Negotiating Committee before the project is bid.

ARTICLE XXVII

WARRANTY

171. The Union, the Association and each of the Individual Employers hereby warrants and agrees that it will not, by adoption or amendment of any provision of its articles of incorporation, constitution, bylaws, or by contract, change of ownership, change of geographic location, 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 and condition of this Agreement. The warranties and agreements contained in this Section are made by each of the signatories hereto on its own behalf, on behalf of each organization for which it is acting hereunder, and on behalf of the entities they represent. The individuals signing this Agreement in their official capacities guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent.

172. 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 the 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.

173. Except as they are limited by the terms of this Agreement, the prerogatives of management include, but are not limited to, the exclusive right to hire, promote,

transfer, discharge, increase or decrease the work force to meet the exigencies of the business, and to maintain the efficiency of the operation. Any of the rights, powers, or authority of the Individual Employer prior to the signing of this Agreement are retained by the Individual Employer, except those specifically abridged or modified in this Agreement.

174. 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 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 laws, rulings or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect.

175. 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 XXVIII TERM OF AGREEMENT

176. This Agreement shall become effective as of 12:01 a.m., July 1, 2019 and shall remain in effect for a period of one (1) year, to and including midnight of June 30, 2020, and from year to year thereafter, unless any of the parties hereto shall, not less than sixty (60) days, nor more than ninety (90) days prior to June 30, 2020, or any anniversary thereof, serve upon the other, notice in writing of its desire to terminate the same.

177. For purposes of the above, notice to the Northern California Mechanical Contractors Association and UMIC Inc. – Industrial Contractors shall be deemed notice to all Individual Employers signatory or otherwise bound hereby.

178. Notification in writing by either party shall serve notice that this Agreement may be reopened to discuss wages, fringe benefits and working rules necessitated by a merger or consolidation of Local 343.

179. California Sick Leaver Waiver – See Addendum #1

ADDENDUM #1

CALIFORNIA SICK LEAVER WAIVER

The July 1, 2015 requirements of California Labor Code, Sections 245-249, do not apply to work covered by this agreement. If any Municipality in Solano or Napa counties adopt an identical ordinance for paid sick leave, then such ordinance is also hereby waived by the parties and will not apply to workers covered by this agreement.

APPENDIX A

TO LIGHT COMMERCIAL LABOR AGREEMENT

FIFTY POINTS OF JURISDICTION

“The Plumber, Pipefitter, Steamfitter, Sprinkler Fitter and Air Conditioning/Refrigeration Prevailing classifications shall apply to all work involved in all Piping installations and systems of any size or design -- pipe, tubing, hose, tubing, hose, tubular materials or any other pipe-like items – of any size –made of any material and installed by any means and joined by any method; in any plant, facility, building, utility or any other site – above or below ‘ground level’ and above or below the level of any ‘body of liquid’ level – privately or publically owned in any industry or endeavor; and any associated systems, ancillary equipment including but not limited to fittings, valves, pumps, controls or control systems, including support systems, and mechanical devices – carrying; by pressure, vacuum, gravity or other means; any mineral or minerals, liquid or liquids, solid or solids, element or elements, solution or solutions, in any form, including, but not limited to; solids, powders, liquids, solutions, gas or vapor, in a natural or man-made state; being burned, heated, steamed, warmed, cooled, frozen or not, or by any other method; in any form, or any temperature; including, but not limited to ; any natural or manufactured products, parts or elements, waste, usable or not, in an size, volume, weight or amount – performed by any owner, contractor or other entity on any public or private work; and including but not limited to the following:”

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

(1) All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.

(2) All piping for water filters, water softeners, water meters and the setting of same.

(3) All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.

(4) All water services from mains to buildings, including water meters and water meter foundations.

(5) All water mains from whatever source, including branches and fire hydrants, etc.

(6) All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

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

(8) All bathrooms, toilet rooms and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.

(9) All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.

(10) All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

(11) All fire stand 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 gates, 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.

(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 erecting of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

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

(29) All fire extinguishing systems and piping, whether by water, steam, gas, 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, 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, dehydrating, by any method, and the charging and testing, 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 for refining, manufacturing, industrial and shipping purposes, of every character and description.

(38) All air piping of every description.

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

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

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

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

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

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

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

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

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

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

(49) All piping for cataracts, cascades (i.e., artificial waterfalls), make-up water fountain, 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 shape.

APPENDIX B

STANDARD OF EXCELLENCE

MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the **UA Standard for Excellence** platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craft-workers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craft-workers are the most highly trained and sought after workers
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively and as such have the following responsibilities under the **UA Standard for Excellence**.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications; job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward

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 the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the **UA Standard for Excellence**.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the **UA Standard for Excellence** policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the **UA Standard for Excellence** platform and make a decision regarding his/her further employment.

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

- In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labor management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
- The local or the contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, general foremen, superintendents and other management should be educated and certified as leaders in the **UA Standard for Excellence** policy.

APPENDIX C

U.A. LOCAL 343 WAGE SCHEDULE - LIGHT COMMERCIAL EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020

Employee Classification	Taxable Wage	Dues Check Off	Health & Welfare	Health & Welfare Supp.	Pension Defined Contrib.	Pension Defined Benefit	Pension Defined Benefit Supp.	Apprentice Training	JLM.	Contract Admin.	Total
Journeyman	30.85	1.70	11.20	0.50	0.00	7.65	0.15	0.90	0.25	0.24	51.74
Foreman	33.93	1.87	11.20	0.50	0.00	7.65	0.15	0.90	0.25	0.24	54.82
Gen Foreman	37.02	2.04	11.20	0.50	0.00	7.65	0.15	0.90	0.25	0.24	57.91

Apprentice 1	13.57	0.75	9.95	0.25	0.00	1.50	0.00	0.90	0.50	0.24	26.91
Apprentice 2	14.50	0.75	9.95	0.25	0.00	1.50	0.00	0.90	0.50	0.24	27.84
Apprentice 3	16.04	0.75	9.95	0.25	0.00	2.50	0.00	0.90	0.50	0.24	30.38
Apprentice 4	17.28	0.75	9.95	0.25	0.00	2.50	0.00	0.90	0.50	0.24	31.62
Apprentice 5	18.82	1.25	11.20	0.25	1.00	2.50	0.15	0.90	0.50	0.24	35.56
Apprentice 6	20.36	1.25	11.20	0.25	1.00	2.50	0.15	0.90	0.50	0.24	37.10
Apprentice 7	21.59	1.25	11.20	0.25	1.00	2.50	0.15	0.90	0.50	0.24	38.33
Apprentice 8	22.83	1.25	11.20	0.25	1.00	2.50	0.15	0.90	0.50	0.24	39.57
Apprentice 9	23.75	1.25	11.20	0.25	1.00	2.50	0.15	0.90	0.50	0.24	40.49
Apprentice 10	24.99	1.25	11.20	0.25	1.00	2.50	0.15	0.90	0.50	0.24	41.73

Note: Dues check off listed is for straight time hours. For time and one half hours multiply by 1.5 and for double time hours multiply by 2.

NOTE: WAGE CHANGES MUST BE REPORTED TO UNION HALL FOR NEW DISPATCH!!

DUES CHECK OFF IS 5.5% OF TAXABLE WAGE (APPRENTICES EXCLUDED)

EITHER \$1.00, \$2.00, \$3.00, \$4.00, \$5.00, \$6.00 OR \$8.00 MAY APPEAR ON A DISPATCH AS "SUPPLEMENTAL DEFINED CONTRIBUTION." THIS AMOUNT IS DEDUCTED FROM THE EMPLOYEE'S HOURLY WAGE BUT IS SUBJECT TO F.I.C.A. & S.D.I. TAXES, BUT IS EXEMPT FROM FEDERAL AND STATE INCOME TAX WITHHOLDING. DEFINED CONTRIBUTIONS ARE REMITTED MONTHLY TO THE TRUST FUND WITH FRINGE BENEFITS AND DUES CHECK OFF. NOTE: SUPPLEMENTAL DEFINED CONTRIBUTION IS PAID PROPORTIONAL. (EX: \$1.00 REGULAR HOURS, \$1.50 TIME AND HALF AND \$2.00 DOUBLE TIME) (EX: \$8.00 REGULAR HOURS, \$12.00 TIME AND HALF AND \$16.00 DOUBLE TIME).

APPENDIX D

The parties have agreed to meet annually to determine the wage and benefit increases, if any, on the Light Commercial Agreement. July 1, 2019 – June 30, 2020.

APPENDIX E

STANDARD FOR SAFETY

The United Association is dedicated to ensuring the safest and healthiest working environment for its members.

MEMBER AND LOCAL UNION RESPONSIBILITIES

- Take pride in working safely
- Never take shortcuts or chances
- Always wear the proper personal protective equipment
- Pay attention at safety meetings
- Don't try something if you don't know how to do it
- Make sure your work area is clean and well lit
- Keep walkways clear
- Focus on your task at hand
- Know where the exits are
- Lift with your legs and push rather than pull a heavy load
- Inspect all rigging equipment prior to use
- Remove defective equipment from service immediately
- Never work under a suspended load
- Use and place ladders carefully
- Never stand on the top two rungs of a ladder
- Fall protection to be worn when exposed to a fall of 6 feet or more
- Never attempt to move a person who has fallen unless they are in immediate danger
- Learn CPR, first aid and emergency procedures
- Don't overload electrical outlets
- Report near misses
- Keep hazardous substances off of skin and clothing
- Report exposures to your employer
- Know the hazards of the materials you work with
- Never take lunch boxes into work areas where chemicals may contaminate your food
- Carry sharp tools with the points down
- Lock out Tag out machinery before repairing it and prove that it is de-energized
- Inspect tools for damage and repair or remove from service.
- Check for fraying on power cords
- Have properly guarded tools
- Dress right for heat or cold
- Long hair should be tucked away under hard hat or cap, especially when working around moving equipment
- Always wear long sleeved shirts when working with welders or around steam
- If you wear prescription glasses, have your eyes checked annually
- Stay alert and get the proper amount of sleep
- When taking medications, know the side effects such as dizziness, etc.
- When working shift work, never drink alcohol within 8 Hours of your shift
- All UA jobs have zero tolerance for drugs and alcohol
- In the hot summer months, drink plenty of water to stay hydrated and avoid heat stroke
- Cell phones are to be used at break and lunch time only
- Always put caps on oxygen and acetylene bottles when transporting them

EMPLOYER AND MANAGEMENT RESPONSIBILITIES

- Store flammables correctly
- Lock out Tag out machinery before repairing it
- Check for fraying on power cords
- Remove unsafe tools from service
- Have properly guarded tools
- Provide adequate sanitary facilities
- Supply first aid kits with periodic inspections
- Treat injuries promptly
- Provide safety training
- Require pre-task planning for potentially hazardous tasks
- Provide proper ventilation
- Plan the job before you start
- Provide Material safety data sheets
- Have basic, standard personal protective equipment available for use
- Require fall protection to be worn when exposed to a fall of 6 feet or more
- Maintain rigging equipment in safe operating condition
- Remove defective equipment from service immediately
- Encourage all foremen and general foremen to advance and take OSHA 30 when available. (This will increase their safety awareness, like recognizing if a scaffold is built properly before they ask their UA brothers and sisters to get on a dangerous scaffold.) "UA 10 & UA 30 are available at no charge in many Local Unions."

In Canada the above safety regulations fall under either the Workers Compensation Board or the Provincial Safety Authority

APPENDIX F

UNITED ASSOCIATION/ MECHANICAL CONTRACTORS ASSOCIATION OF AMERICA

STATEMENT ON WORKPLACE SUBSTANCE ABUSE TESTING AND TREATMENT

The following model substance abuse testing and treatment policy is published for consideration in local collective bargaining.

The United Association and the Mechanical Contractors Association of America believe that substance abuse testing, treatment, and protection are as necessary in the skilled construction trades as they are in other high technology and safety-sensitive workplaces. Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit employees as well, including company executives and officers, subject to applicable State and Federal law. MCAA and the United Association also recognize that broad mandates of such policies are being issued increasingly from both public and private purchasers of construction.

MCAA and the UA regard worker safety, health, and well-being as integral to top quality work performance and successful project delivery. Therefore, in the mutual interests of MCAA member firms, UA-represented workers and their families, and the purchasers of construction services, MCAA and the UA jointly subscribe to and recommend the following elements of substance abuse policies for local collective bargaining.

Substance abuse policies should be developed, subject to MCAA/UA local collective bargaining, and should include the following:

- a pass-through of more stringent public and/or private owner substance abuse and testing mandates; prohibitions against the possession and use of illegal substances at work;
- a prohibition against impairment at work;
- testing on the bases of pre-employment, unscheduled, for-cause, post-incident, and return-to-work from treatment;
- stringent controls (such as computerized selection of individuals for unscheduled testing) against abuse in selecting individuals for testing;
- testing methods using non-invasive procedures;
- thresholds for positive results shall be at least as stringent as those required by the U.S. Department of Health and Human Services; and
- treatment coverage in full accord with the latest government standards for publicly mandated policies as well as Federal and State individual privacy and disability laws.

Disciplinary action under substance abuse policies should be subject to negotiated dispute resolution mechanisms or adopted owner policy requirements. The implementation of substance abuse policies should be fully documented so that necessary and appropriate changes can be made based on experience with the program.

APPENDIX G

PLUMBERS & STEAMFITTERS
U.A. LOCAL 343
LIGHT COMMERCIAL AGREEMENT
HOLIDAY SCHEDULE
(ALL HOLIDAYS MANDATORY)

2019

JANUARY	1ST AND 21ST
FEBRUARY	15TH AND 18TH
MAY	24TH AND 27TH
JULY	4TH AND 5TH
AUGUST	30TH
SEPTEMBER	2ND
NOVEMBER	11TH, 28TH AND 29TH
DECEMBER	25TH AND 26TH

2020

JANUARY	1ST, 2ND AND 20TH
FEBRUARY	14TH AND 17TH
MAY	22ND AND 25TH
JULY	3RD AND 6TH
SEPTEMBER	4TH AND 7TH
NOVEMBER	11TH, 26TH AND 27TH
DECEMBER	24TH, 25TH AND 31ST

2021

JANUARY	1ST AND 18TH
FEBRUARY	12TH AND 15TH
MAY	28TH AND 31ST
JULY	2ND AND 5TH
SEPTEMBER	3RD AND 6TH
NOVEMBER	11TH, 25TH AND 26TH
DECEMBER	24TH, 27TH AND 31ST

2022

JANUARY	3RD AND 17TH
FEBRUARY	18TH AND 21ST
MAY	27TH AND 30TH
JULY	1ST AND 4TH
SEPTEMBER	2ND AND 5TH
NOVEMBER	11TH, 24TH AND 25TH
DECEMBER	23RD, 26TH AND 30TH

2023

JANUARY	2ND AND 16TH
FEBRUARY	17TH AND 20TH
MAY	26TH AND 29 TH

LIGHT COMMERCIAL AGREEMENT
JULY 1, 2019 TO JUNE 30, 2020

SIGNATURE PAGE

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

**UA LOCAL 343
OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA AFL-CIO**

Steven B McCall

Steven B McCall
Business Manager

**NORTHERN CALIFORNIA MECHANICAL
CONTRACTORS ASSOCIATION**

Alex Hall

Alex Hall
Executive Vice President

UMIC INC.-Industrial Contractors

Michael Vlaming

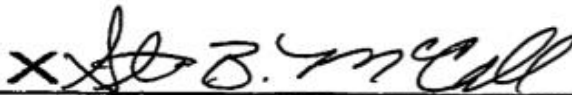
Michael Vlaming
Chairman

SIGNATURE PAGE

**LIGHT COMMERCIAL AGREEMENT
JULY 1, 2019 TO JUNE 30, 2020**

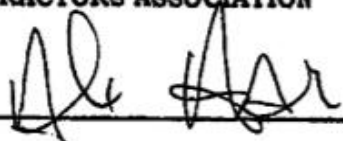
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OF THE UNITED ASSOCIATION OF
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OF THE UNITED STATES AND CANADA AFL-CIO**

X 

Steven B McCall
Business Manager

**NORTHERN CALIFORNIA MECHANICAL
CONTRACTORS ASSOCIATION**

X 

Alex Hall
Executive Vice President

UMIC INC.-Industrial Contractors

X 

Michael Vlaming
Chairman