

# RESIDENTIAL AGREEMENT

Between

Local Union 343

Of the

United Association of  
Journeyman and Apprentices

Of the

Plumbing and Pipe Fitting Industry

Of the

United States and Canada

And

Northern California Mechanical  
Contractors Association

RESIDENTIAL AGREEMENT

EFFECTIVE: JULY 1, 2019 – JUNE 30, 2020

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**RESIDENTIAL 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; (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 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

1. The individual Employer performing work under this Residential Agreement acknowledges that it is bound to, and agrees to abide by, the terms and conditions of the Master Labor Agreement between the Northern California Mechanical Contractors Association (herein after referred to as the Association) and Plumbers & Steamfitters Local 343 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO (hereinafter referred to as the Union), effective July 1, 2019. The Individual Employer agrees to be bound to, and to abide by, any modifications, changes, amendments, supplements, extensions and/or renewals that may be made in the future to the Master Labor Agreement and to this Residential Agreement by the mutual consent of the Association and the Union. All of the provisions set forth in the Master Labor Agreement and in any modifications, changes, amendments, supplements, extensions and/or renewals of said Master Labor Agreement shall prevail except as modified by this Residential Agreement.
2. The Residential (hereinafter referred to as this agreement) shall be limited to residential work as described below.
3. Residential Work shall include single-family residential units, condominiums, town houses, apartment houses and mobile homes.
4. Regardless of project size or type of construction, hospitals, schools, jails, institutions, and industrial projects (such as sewage and water treatment plants, power plants, factories, and manufacturing plants) are not considered residential. All such projects shall be performed under the terms and conditions of the Master Labor Agreement, and not under the Agreement.

## ARTICLE II

### EMPLOYMENT PROCEDURES

5. Regardless of anything to the contrary in this Agreement or in the Master Labor Agreement, the Individual Employer may request employees by name, but only if such employees have been registered for employment on the "A List" for at least fifteen (15) days. Such request must be in writing and signed by the Individual Employer, or a senior representative thereof.

6. Upon receipt of a proper request, the Union shall dispatch the employee requested, if he/she is available, has been registered on the "A List" for at least fifteen (15) days, and is willing to accept a dispatch.
7. The Individual Employer shall advise the Hiring Hall of its needs for employees required for the performance of the work covered by the Agreement by notifying 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. Upon such notification, the Union shall dispatch the employees requested, if available, within forty-eight (48) hours, Saturdays, Sundays and holidays accepted.
8. If no employees are available from the Hiring Hall, the Individual Employer shall be free to secure such employees elsewhere, but not in excess of the number requested. The Individual Employer must, before putting such employees to work, notify the Union, in writing, of the name, address, telephone number, social security number, date of hire, and job location for each such employee.
9. For a period of two (2) calendar months after the hiring of an employee not obtained through the Hiring Hall, the terms and conditions of employment of such employee shall become subject to the Agreement. After the two-calendar month period, the employment of such employee shall become subject to the Agreement and said employee must be dispatched by the Union and must become and remain a member in good standing of the Union. The calculation of two-calendar-month period may be extended if the employee has worked fewer than twenty (20) days.

## RATIO-PLA WORK

- Building Trades Journeymen
- Residential Specialist
- Building Trades Apprentice
- Residential Specialist
- Building Trades Apprentice
- Residential Specialist

NOT WITHSTANDING THE ABOVE, THERE WILL BE NO RATIO FOR NON PLA WORK

## ARTICLE III

### OUTSIDE CONTRACTORS

10. For the purposes of this Article, a “shop” means a permanent place of business of an Individual Employer, not a jobsite shop or a temporary shop. 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.
11. Outside Contractors may bring into the Union’s jurisdiction the first, second, and fourth employees employed on a job covered by this Agreement so long as said employees’ work is confined to Residential Work as defined in Article I of this Agreement and said employees are part of the Individual Employers regular U.A. workforce. For purposes of this Article, the Outside Contractors “regular U.A. workforce” means employees who have worked for said Outside Contractor for at least five hundred (500) hours during the previous twenty-four (24) months in a bargaining unit represented by a U.A. Local Union.
12. The first employee whom the outside contractor employs on each jobsite in the Union’s jurisdiction may be a foreman brought in from outside the Union’s jurisdiction. All other foremen shall be dispatched from the “A list” by the Union’s hiring hall.
13. The second and fourth employees employed by an Outside Contractor on each jobsite in the Union’s jurisdiction shall be dispatched through the Union’s hiring hall and paid under the provisions of the Master Labor Agreement, and not under the provisions of this Agreement.
14. The first, second and fourth employees described above will not be subjected to the reverse discharge provision described as “Priorities After Hiring” in the Master Labor Agreement.
15. All dispatches under this “freedom of movement” provision shall be dispatched to a specific jobsite. The Individual Employer shall not transfer such employees to other jobsites without the express permission of the Union.
16. Outside Contractors may bring into the Union’s jurisdiction plumbing, heating, air conditioning, refrigeration and piping which have been pre-fabricated outside the Union’s jurisdiction for use on the types of construction work shall be employees who are represented by a U.A. Local Union and who are paid at a rate not less than the total cost package provided in this Agreement where the work is being installed. At the written request of the Union, the Individual Employer shall supply payroll records as proof of compliance with this provision.



17. The provisions of this Article shall apply only to Individual Employers whose place of business, including the shop or yard where the fabrication takes place, is located in the following California Counties: Alameda, Contra Costa, Sacramento, San Benito, San Mateo, and Santa Clara Counties so long as the Labor Agreement for the U.A. Local Union with jurisdiction in said counties has identical provision for freedom of movement by signatory contractors as provided in this Agreement. The Union retains the right to add additional counties to conform to future agreements with other U.A. Local Unions having jurisdiction in such counties. The Union must notify, in writing, the Individual Employers and the Associations of any such additions. Such notice shall be given no less than sixty (60) days prior to the effective date of such addition.
18. Notwithstanding any other provisions of this Agreement, if the U.A. Local Union with jurisdiction over the geographic area where the Outside Contractor has its principal place of business, other U.A. Local allows Individual Employers whose principal places of business are in geographic area covered by this Agreement to bring an unlimited number of employees from said Individual Employer's regular U.A. workforce into the Other U.A. Local's jurisdiction to perform residential work, such Outside Contractor may bring an unlimited number of employees from its regular U.A. workforce to perform work covered by this Agreement, without respect to any dispatching by the Union. Any employees who are not part of the Outside Contractor's regular U.A. workforce must be hired through the Union's hiring hall.
19. The Individual Employer shall assign no less than twenty-five percent (25%) of the total hours on any job covered by this Agreement, including pre-fabrication and installation, to employees on the "A List".
20. In no case shall there be more than three (3) employees from the Outside Contractor's "regular U.A. workforce" on any job covered by this Agreement. All other employees shall be dispatched by the Union's hiring hall from the out-of-work list.

## ARTICLE IV HOURS OF WORK AND OVERTIME

21. **Make-Up Day.** Saturday, and only Saturday, may be used as an optional make-up day when weather conditions prevent work from being performed during the regular work week.
22. The first eight (8) hours worked on the make-up day shall be paid at the straight-time rate. The next two (2) hours shall be paid at one and a half (1 ½) times the straight-time rate, and all time thereafter shall be paid at two (2) times the straight-time rate (double time).
23. It shall be the sole option of the employee whether to work the make-up day, and there shall be no retribution or penalties whatsoever if the employee chooses not to do so.

## ARTICLE V WAGES

24. The Individual Employer shall pay wages for residential work according to the rate set forth in Appendix C.
25. It is understood that the wage rates set forth in Appendix C are minimums and that the Individual Employer is free to pay any employee any rate above the wage rates set forth in Appendix C, plus applicable benefits.

## ARTICLE VI DUES CHECK-OFF

26. The Individual Employer shall deduct from the taxable 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. Any Employee earning shall remit same to the institution designated by the Union. Any Employee earning wages above the Residential Journeymen Wage, will be subject to the 5.5% Dues Check Off.
27. Each employee desiring to have his dues so checked off shall execute a written authorization in the manner and form required by law and lodge the same with the Union.

## ARTICLE VII WELFARE PLAN

28. The Individual Employer shall pay to the Plumbers and Steamfitter Managed Health Care 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.
29. Notwithstanding any provision of this Agreement or the Master Labor Agreement, if an employee has accrued the maximum reserved amount under the Health and Welfare Plan, the employee may elect to be dispatched with a Health and Welfare contribution rate of the one dollar (\$1.00) less than otherwise required, and a Pension contribution rate of one dollar (\$1.00) more than otherwise required, said one dollar (\$1.00) to be credited to the Defined Contribution Plan on the employee's behalf. However, this election may not be made if it would cause the employee to have contributions to the Defined Contribution Plan in excess of the amount permitted under the Internal Revenue Code.

## ARTICLE VIII PENSION PLAN

30. 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.
31. No pension contributions are required to be made on behalf of any Apprentice during the first and second periods of his/her apprenticeship. Thereafter, 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.

## ARTICLE IX JOURNEYMEN AND APPRENTICE TRAINING

32. The Individual Employer shall pay to the U.A. Local No. 343 Journeymen 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.

## ARTICLE X LABOR MANAGEMENT COOPERATION COMMITTEE TRUST FUND

33. Each Individual Employer shall pay to the U.A. Local 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.

## ARTICLE XI CONTRACT ADMINISTRATION FUND

34. 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.

**ARTICLE XII**  
**WORKING CONDITIONS**

35. **Driving Trucks.** Employees shall be allowed to drive an Individual Employer's truck before 8:00 a.m. or after 4:30 p.m. for transportation to and from jobsite only.

36. **Hand Tools.**

- a. Each Journeyman dispatched to the Individual Employer after July 1, 2000 shall be required to supply the following hand tools at the employee's expense:
  1. Rule/Tape.
  2. Pocket level.
  3. Channel locks (standard).
  4. Hammer.
  5. Screwdriver (one common and one Phillips) or one four-in-one.
  6. Pipe wrench (one 14-inch and one 18-inch).
  7. Striker.
  8. Crescent Wrench (one 8-inch and one 10-inch).
  9. Tube cutters (for up to one-inch copper).
  10. Hand saw (standard cross cut).
  11. Hacksaw.
  12. Mini hacksaw.
  13. Nail puller.
  14. Tool Pouch.
  15. Reed 3-inch.
  16. One-inch wood chisel.
  17. Scratch awl.
  18. Caulking gun.
  19. No-hub band torque wrench
  20. Two-foot level.
- b. The Individual Employer shall be responsible for the replacement of any expendable parts for the above-listed tools (saw blades, cutter wheels, etc.). The Individual Employer shall provide Items 15 through 20 for any employee dispatched prior to July 1, 2000. All tools not contained on the above tool list shall be supplied by the Individual Employer.
- c. The Individual Employer shall furnish first step Apprentices with all of the tools contained on the above tool list and shall be entitled to be repaid the cost of same up to a maximum of Two Hundred Dollars (\$200.00) before said Apprentice becomes a third step Apprentice. Such repayment may be accomplished by payroll deductions so long as no more than Five Dollars (\$5.00) per week is deducted from the Apprentice's wage.

- d. If for any reason a first step Apprentice is terminated, he/she may return the tools contained on the tool list to the Individual Employer and shall be entitled to a refund of any payments made toward said tools by payroll deductions or otherwise. Said Apprentice shall have the option of paying the remaining balance due, up to a maximum of Two Hundred Dollars (\$200.00) and keeping the tools.

## ARTICLE X111 HOLIDAY SCHEDULE

- 37. There will be a minimum of sixteen (16) Holidays every year: nine (9) or ten (10) Mandatory Holidays and five (5) or six (6) Optional Holidays, as listed in **Appendix F**.
- 38. Work performed on Mandatory Holidays shall be paid at double-time. Work performed on Optional Holidays shall be paid at straight-time rate.
- 39. It is the employee's sole option whether to work on any or all of the Optional Holidays, and there shall be no retribution or penalties whatsoever if the employee chooses not to do so.

## ARTICLE XIV FOREMAN

- 40. On any job where there are eight (8) or more Journeymen and/or Apprentices, one (1) Journeyman shall be selected by the Individual Employer to act as Foreman. Preference shall be given to Building Trades Journeymen, so long as they are qualified.
- 41. It shall be the sole discretion of the Individual Employer to act as General Foreman or Senior General Foreman.

## ARTICLE XV FAVORED NATIONS CLAUSE

- 42. 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 on the area covered by this Agreement, except as provided in this Article.

43. 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.
44. 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.
45. 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 XVI WARRANTY

46. 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 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 who their signatures purport to represent.
47. 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.

48. Except as they are limited by the terms of this Agreement, the prerogative 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 right, 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.
49. It is not the intent of either party hereto 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.
50. 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 XVII TERM OF AGREEMENT

51. 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 that 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.
52. 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.
53. 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.

**ADDENDUM #1**  
**CALIFORNIA SICK LEAVE WAIVER**

The July 1, 2015 requirements of California Labor Code, Sections 245-249, do not apply to work covered by the 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 RESIDENTIAL 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, 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 fitting, 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, useable or not, in any 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 drains, 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, hook, 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 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 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, dryers, 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, waste and sewage disposal plants, central chlorination and chemical treatment work, and underground supply lines to cooling wells, suction basin, 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 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 steward 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  
 UA LOCAL 343 WAGE SCHEDULE  
 RESIDENTIAL AGREEMENT

**U.A. LOCAL 343 WAGE SCHEDULE - RESIDENTIAL  
 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 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 medication, 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 E  
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 F  
PLUMBERS & STEAMFITTERS  
U.A. LOCAL 343  
RESIDENTIAL AGREEMENT  
HOLIDAY SCHEDULE 2019-2023

**2019**

JANUARY	1 <sup>ST</sup> (M) AND 21 <sup>ST</sup> (O)
FEBRUARY	15 <sup>TH</sup> (O) AND 18 <sup>TH</sup> (M)
MAY	24 <sup>TH</sup> (O) AND 27 <sup>TH</sup> (M)
JULY	4 <sup>TH</sup> (M) AND 5 <sup>TH</sup> (O)
AUGUST	30 <sup>TH</sup> (O)
SEPTEMBER	2 <sup>ND</sup> (M)
NOVEMBER	11 <sup>TH</sup> (O) AND 28 <sup>TH</sup> (M) AND 29 <sup>TH</sup> (M)
DECEMBER	25 <sup>TH</sup> (M) AND 26 <sup>TH</sup> (O)

**2020**

JANUARY	1 <sup>ST</sup> (M), 2 <sup>ND</sup> (M) AND 20 <sup>TH</sup> (O)
FEBRUARY	14 <sup>TH</sup> (O) AND 17 <sup>TH</sup> (M)
MAY	22 <sup>ND</sup> (O) AND 25 <sup>TH</sup> (M)
JULY	3 <sup>RD</sup> (O) AND 6 <sup>TH</sup> (M)
SEPTEMBER	4 <sup>TH</sup> (O) AND 7 <sup>TH</sup> (M)
NOVEMBER	11 <sup>TH</sup> (O) AND 26 <sup>TH</sup> (M) AND 27 <sup>TH</sup> (M)
DECEMBER	24 <sup>TH</sup> (O), 25 <sup>TH</sup> (M) AND 31 <sup>ST</sup> (M)

## 2021

JANUARY	1 <sup>ST</sup> (M), AND 18 <sup>TH</sup> (O)
FEBRUARY	12 <sup>TH</sup> (O) AND 15 <sup>TH</sup> (M)
MAY	28 <sup>TH</sup> (O) AND 31 <sup>ST</sup> (M)
JULY	2 <sup>ND</sup> (O) AND 5 <sup>TH</sup> (M)
SEPTEMBER	3 <sup>RD</sup> (O) AND 6 <sup>TH</sup> (M)
NOVEMBER	11 <sup>TH</sup> (O) AND 25 <sup>TH</sup> (M) AND 26 <sup>TH</sup> (M)
DECEMBER	24 <sup>TH</sup> (O), 27 <sup>TH</sup> (M) AND 31 <sup>ST</sup> (M)

## 2022

JANUARY	3 <sup>RD</sup> (M), AND 17 <sup>TH</sup> (O)
FEBRUARY	18 <sup>TH</sup> (O) AND 21 <sup>ST</sup> (M)
MAY	27 <sup>TH</sup> (O) AND 30 <sup>TH</sup> (M)
JULY	1 <sup>ST</sup> (O) AND 4 <sup>TH</sup> (M)
SEPTEMBER	2 <sup>ND</sup> (O) AND 5 <sup>TH</sup> (M)
NOVEMBER	11 <sup>TH</sup> (O) AND 24 <sup>TH</sup> (M) AND 25 <sup>TH</sup> (M)
DECEMBER	23 <sup>RD</sup> (O), 26 <sup>TH</sup> (M) AND 30 <sup>TH</sup> (M)

## 2023

JANUARY	3 <sup>RD</sup> (M), AND 16 <sup>TH</sup> (O)
FEBRUARY	17 <sup>TH</sup> (O) AND 20 <sup>TH</sup> (M)
MAY	26 <sup>TH</sup> (O) AND 29 <sup>TH</sup> (M)

## APPENDIX G

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

***RESIDENTIAL AGREEMENT***  
***EFFECTIVE JULY 1, 2019 - 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

**RESIDENTIAL AGREEMENT**  
**EFFECTIVE JULY 1, 2019 - JUNE 30, 2020**  
**SIGNATURE PAGE**

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Steven B McCall  
Business Manager

NORTHERN CALIFORNIA MECHANICAL  
CONTRACTORS ASSOCIATION



Alex Hall  
Executive Vice President