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**NORTHERN CALIFORNIA/NORTHERN NEVADA  
UNDERGROUND UTILITIES AGREEMENT  
ARTICLE I  
Definitions**

It is hereby mutually understood and agreed as follows:

1. The term "Union" as used in this Agreement means Local Union 355 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO.
2. The term "Association" as used in this Agreement shall mean Mechanical Engineering Contractors Association, acting on behalf of its members and such other Individual Employers as have authorized it to represent them or Individual Employers who sign the Agreement, or any counterpart thereof.
3. The term "Individual Employer" as used in this Agreement means:
  - A. Any person, firm, corporation, or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who, or which, at the time of execution hereof was, or at any time since, has become a member of the Association, or has given the Association authorization to bind it to the provisions hereof or;
  - B. Any person, firm, corporation, or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who, or which, at the time of execution hereof was, or at any time since has become, a member of any other Employer Organization which executes this Agreement, or any counterpart hereof, or;
  - C. Any person, firm, corporation, or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who, or which, executes this Agreement, or any counterpart hereof, or;
  - D. Any person, firm, corporation, or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement (unless also covered by any special Agreement with the Union, the Local Unions or the United Association to which he or it is a party) in which any Individual Employer, as defined in Paragraphs A, B, and, C above, has or hereafter during the term of this Agreement acquires either directly or indirectly a controlling interest.
  - E. Any person, firm, corporation, or other entity which joins or participates with, or in any way assists, directly or indirectly, an Individual Employer as defined above in evading or violating subcontracting provisions of this Agreement.
4. The term "Local Union" as used in this Agreement means any of the Local Unions or District Councils affiliated with the United Association of Journeymen and Apprentices of the United

States and Canada, AFL-CIO which executes this Agreement.

**ARTICLE II**  
**Recognition and Geographic Coverage**

5. GEOGRAPHIC COVERAGE: The area covered by this Agreement: All of the State of California above the Northern boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Western boundaries of Inyo and Mono Counties, which includes the following counties:

Alameda	Alpine	Amador	Butte	Calaveras	Colusa
Contra Costa	Del Norte	El Dorado	Fresno	Glenn	Humboldt
Kings	Lassen	Madera	Mariposa	Merced	Modoc
Monterey	Napa	Nevada	Placer	Plumas	Sacramento
San Benito	San Joaquin	San Mateo	Santa Cruz	Santa Clara	Shasta
Sierra	Siskiyou	Solano	Stanislaus	Sutter	Tehama
Trinity	Tulare	Tuolumne	Yolo	Yuba	

All of the counties of Nevada which are part of the Northern California/Northern Nevada Pipe Trades geographical jurisdiction which is hereby incorporated in full herein by reference.

Carson	Churchill	Douglas	Elko	Esmeralda	Eureka
Humbolt	Lander	Lyon	Mineral	Pershing	Storey
Washoe	Whitepine				

6. The Association and the Individual Employers signatory to this Agreement hereby recognize the Union as the sole and exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act of all employees employed by the Individual Employers covered hereby who perform work outlined in Article IV of this Agreement, on all present and future job sites within the jurisdiction of the Union, 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, directly or through its bargaining representative, evidence that the Union has the support of a majority of the Individual Employer's employees; and the Individual Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.
7. The Union recognizes Mechanical Engineering Contractors Association, hereinafter referred to as "Association," as the sole and exclusive bargaining representative of all the Individual Employers, who are, collectively, the multi employer bargaining unit.
8. When a project to be constructed in the area covered by this Agreement presents a unique problem of manning, hours worked, or effective competition, the Individual Employer may, through his representative, petition the Business Manager for Special Project Agreement consideration. After proper presentation of special circumstances of the project, a Special Project Agreement may be approved by the Special Project Agreement Committee, composed of the Business Manager of the Union and a representative appointed by the Association.
- A. The Union shall make available to any signatory Individual Employer the provision of a Special Project Agreement, upon request by the Individual Employer or his representative,

for the same job in which the Special Project Agreement is set forth. Special Project Agreements are otherwise exempted from the provisions of Paragraph 127 of this Agreement.

9. This Agreement may be used in conjunction with other U.A. Local Union Agreements. It shall be the responsibility of the Individual Employers who want to bid for work that may fall under this Agreement and/or any Local Agreement, to contact UA Local 355 and the Local Union in whose jurisdiction the work will be performed no later than ten (10) days prior to the bid date as to what Agreement would apply for the work in question.
10. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with the recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employer. Any increases in wages and fringe benefit contribution amounts agreed to, under Article XI, Paragraph 66, shall accordingly be limited to ten percent (10%) based on July 1, 2008 total hourly wage and fringe package, until June 30, 2011.
11. Employer shall retain freedom of assignment of all work to the extent that the work is assigned to existing employees prior to the date of the execution of this Agreement, and the Union agrees not to dispute union jurisdiction or employer assignments of such work. Any employees hired after the effective date of this Agreement shall be subject to the union security provisions of Article VI, unless such employee is determined to be performing work under a UA Local Agreement under Paragraph 9.

### **ARTICLE III Classification Descriptions**

12. JOURNEYMAN: The term "journeyman" is defined as a person who has completed an apprenticeship in underground utility and/or related work or worked a minimum of five (5) years on underground utility and/or related work or a combination of both.
13. APPRENTICE: The term "apprentice" is defined as a person who is registered with the Division of Apprenticeship Standards as a utility apprentice.
14. ASSISTANT JOURNEYMAN: The term "assistant journeyman" is defined as a person who can perform work under this Agreement such as distributing supply and drainage piping, expediting fittings and valves, stocking materials, as well as related trench-shoring and shovel work. An assistant journeyman may be advanced to the category of journeyman when he or she has worked a total of five (5) years on underground utility and related work and has demonstrated journeyman level competence to the mutual satisfaction of the parties to this Agreement.
15. TRADESMAN: The term "tradesman" is defined as a person who can perform all work including that which is required to assist the journeyman and assistant journeyman in their performance of

their work and may perform all work for related joint trench utilities and any work that is incidental to the installation of pipe and piping systems. A tradesman may be advanced to the category of assistant journeyman when he or she has worked a total of two (2) years on underground utility and related work and has demonstrated assistant journeyman level competence to the mutual satisfaction of the parties to this Agreement.

#### **ARTICLE IV Work Classification Utilization**

16. The first classification is that of "Utility Journeyman." The utility journeyman can perform any of the work under this Agreement.
17. The second classification is "Apprentice." Upon completion of five (5) years on the job and related classroom training and with the approval of the Apprenticeship Committee, the apprentice shall advance to Utility and Underground Fitter status. The length of apprenticeship training shall be a period of five (5) years. Each year shall be equal to one (1) twelve (12) month period of training. Each apprentice shall serve a minimum of seven hundred and eighty (780) hours of on-the-job training before advancing to the next period of training. The apprentice shall not advance to the next period of training in less than six (6) months during the apprenticeship provided the apprentice has completed all the necessary related classroom subjects and has the written approval of the Employer and the Apprenticeship Committee.

#### **ARTICLE V Work Covered**

18. Work covered hereby shall be all utility and utility pipeline construction work performed in the construction, fabrication, installation, reconditioning, flushing, testing, chlorinating, maintenance or repair of all sewers, water and gas utilities, and related joint public utility facilities, all water, sewers, storm drain, lift stations, and repair, replacement, and utility systems facilities maintenance work under the jurisdiction of the signatory Local Union, including:
  - A. All utility water, sewer and storm drains leading to and from treatment plants, pump stations and reservoirs. It is recognized that the work within a treatment plant, pump station or reservoir is covered by the wages and conditions of the Local Union Master Labor Agreement. In order to avoid conflicts between this Agreement and the Local Union Master Labor Agreements, the contractors signatory to this Agreement may elect to use journeymen currently employed by them under this Agreement on work within treatment plants, pump stations and reservoirs up to \$100,000.00 (excluding major equipment) or twenty (20) working days or less in duration. Journeymen working under this paragraph shall not be subject to the Hiring Hall provisions, or any other provisions, of the Local Union Master Agreement.
  - B. All necessary cribbing and shoring, the breaking of concrete, pipe wrapping, digging by manual methods, backfilling, tamping, resurfacing and paving of all ditches.
  - C. All sewers and water mains regardless of material, other than a single sewer servicing one

building.

- D. All work in the installation of corrugated metal piping for drainage as well as installation of corrugated metal piping for culverts.
  - E. Grouting, dry packing, and diapering of joints including pouring of concrete over joints.
  - F. Raw sewage feed piping and bypass piping and treated sewage outfall lines, (where such treated water is not refused for domestic or industrial purposes) for sewage disposal plants.
  - G. All drain lines and storm sewers for treatment plants and pump stations.
  - H. Temporary piping in tunnels, aqueducts and dams only while under construction.
  - I. Temporary water piping for dirt work on freeways and building site preparation.
  - J. Cutting of holes, chases, channels and drilling of holes for pipes, hangers, equipment and appurtenances to complete the utility installation.
  - K. Piping used exclusively for farm irrigation.
  - L. Natural or propane gas distribution systems and related joint trench utilities shall be all work that is under the scope of a public utility distribution system from the point of connection at the utility to, and including, any metering systems.
  - M. Gas distribution systems as contained herein do not encompass transmission pipeline work covered by the California Shoreline Agreement, or work above grade unless such work is incidental to the below grade installation.
  - N. A gas distribution main line is that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serve users of gas.
  - O. The service line is that portion of the gas distribution system which originates at the main and conveys gas to the individual meter outside the building or residence.
- 19.** This Agreement shall cover utility 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 utility piping system including the unloading, distributing, reloading by any method whether or not power equipment is used, rigging and hoisting, the assembling, fabricating, erecting flushing, testing and chlorinating of the above being installed by the Individual Employer and his work allied directly thereto to complete the utility installation. Not covered by this Agreement is owner's or manufacturer's requirement for start up of special and/or specialty equipment.
- 20.** None of the 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, shall be subcontracted by any Individual Employer except to a subcontractor who agrees to be bound by and comply with the

terms and conditions of this Agreement including contribution of fringe benefits; however, if the Individual Employer has no employees covered by this Agreement at the job site, the subcontractor shall be bound to all terms and conditions of this Agreement, including fringe benefits, except Article VI, Employment Procedure.

- A. A sub-contractor is defined as any person, firm or corporation who agrees under contract with the employer, or a subcontractor of the employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contractor, including the operation of equipment, performance of labor and installations of materials.

## **ARTICLE VI**

### **Employment Procedure**

- 21. There shall be established a Utility and Pipefitting Industry Hiring Hall and a hiring list entitled "Utility Work."
- 22. In the hiring of employees to perform the work covered by this Agreement, preference shall be given in the following order:
  - A. First to individuals registered on the "Utility Work" list, in the order in which they registered for employment. Individuals shall be eligible to register on the Utility Work list if they can show that they have been employed on utility work within the areas covered by this Agreement for a period of not less than six (6) months during the two-year period immediately preceding the date of their registration for employment.
  - B. Second, to individuals registered with the hiring hall of the signatory Local Union, which has jurisdiction over the job site where the work is to be performed, in the order in which they registered for employment.
  - C. Prior to the dispatch of any employee or applicant for employment, the Union shall verify that person's employment eligibility under the Immigration Reform and Control Act of 1986. The Union shall complete a U.S. Immigration and Naturalization Service form I-9 for each employee and applicant for employment who is dispatched. However, if the Union is unable to complete verification at the time of dispatch because the employee or applicant does not have the required documents, the employee or applicant will still be eligible for dispatch, and the Union shall verify that individual's employment eligibility within three (3) days of dispatch, or twenty-one (21) days if the employee or applicant has provided a receipt showing application for a document which will establish eligibility. The Union shall keep a copy of each form I-9 in its files for three (3) years, or until one (1) year after the employee's last day of employment, if later, and shall complete new I-9 forms as required by I.N.S. regulations. In making employment eligibility verification under this paragraph, the Union will comply strictly with all I.N.S. regulations, but shall have no liability to the Individual Employer in the event verification is faulty.
- 23. Individual Employers must secure all employees through the Utility and Pipefitting Industry Hiring



Hall or through the Local Union with concurrent geographic jurisdiction at the job site. The Union agrees to dispatch employees within forty-eight (48) hours when available. In the event the Union is unable to refer employees within such forty-eight (48) hour period, exclusive of all Saturdays, Sundays and Holidays, the Individual Employer shall be free to secure such employees elsewhere, but not in excess of the number requested. Upon hiring such employees, the Individual Employer shall immediately notify the Union of the name, address and social security number of each employee so hired.

24. Separate lists shall be kept for the registration of journeymen, assistant journeymen and tradesmen. The registration and dispatch of apprentices shall be under the supervision of the Joint Apprentice Training Committee and in accordance with all applicable Federal and State Laws and Regulations.
25. Notwithstanding any other provisions of this Article, in dispatching employees the employment office of the Union and the employment office of the Local Union with jurisdiction over the job site shall first dispatch employees called for by name provided such employee is registered and available and willing to accept such dispatch at the time of receipt of request from the Individual Employer.
26. If an employee registers on the list and does not meet the eligibility requirements and therefore is rejected by the Individual Employer, he shall not be entitled to show up or travel time.
27. A Joint Hiring Hall Committee consisting of three (3) employer and three (3) employee representatives, shall be established. The Joint Hiring Hall Committee shall be empowered to hear and adjust any and all disputes, complaints and grievances of the Individual Employers, employees and applicants for employment arising out of the operation of the Hiring Hall. In order to achieve uniformity of decision, the Joint Conference Board may call up before it for review any matter coming before Joint Hiring Hall Committees and any decision of the Joint Hiring Hall Committee may be appealed to the Joint Conference Board.
28. Any employee, or applicant for employment aggrieved by the operation of the Hiring Hall, or the application of these rules, has the right to submit his grievance to the Joint Hiring Hall Committee and if appealed, to the Joint Conference Board, provided that the grievance form is submitted within ten (10) working days from the occurrence of the grievance. Forms for the submission of such grievance shall be available at all times in the employment office of the Union.

## **ARTICLE VII Non-Discrimination**

29. It is mutually agreed by the Union and the Employer to comply fully with all provisions of Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and such other legislation or applicable executive orders providing that no person shall, on grounds of age, sex, race, color, national origin, disability, ancestry of Vietnam era veteran status, are excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by not having full access to the contents of this Agreement. The Union agrees to maintain nondiscriminatory hiring hall procedures.

30. The terms and conditions for operation of the Utility Industry Hiring Hall on a nondiscriminatory basis are included herein by reference as though set forth verbatim and in full except as herein provided.
31. Workmen will be referred between the hours of 8:00am and 10:00am. Any workman dispatched during the referral hours and arriving at the shop or job site no later than 10:00am shall be paid from 8:00am. Workmen arriving at the shop or job site later than 10:00am shall be paid for the actual time worked plus one (1) hour.
32. When an Individual Employer places an order for an employee between 8:00am and 10:00am at least one (1) day before the employee is to report for work, the employee shall be paid for the actual time worked on the day he reports.
33. COMPOSITE CREW: The parties recognize that it is essential to enhance productivity in the field of underground utility work. It is, therefore, agreed by the parties that the Individual Employer may establish a Composite Crew consisting of members of various crafts engaged in the performance of some aspect of the underground utility work in such proportions as are respective of the type of work to be performed. These Composite Crew members will not be restricted as to the duties they will perform while working on the assigned work. The determination of crew size, number of crews, and foreman for the Composite Crews will be consistent with Article IV of this Agreement, and will be subject to Article II, Paragraph 11 in that Composite Crew members who are performing bargaining unit work but who are not members of the Union or of another UA Local Union must have been employees of the Individual Employer prior to the effective date of this Agreement.
34. If a pre-job conference is held, the United Association Local Union in whose concurrent geographical jurisdiction the work will be performed shall be notified.
35. Whenever any test is required of any workman by an Individual Employer by reason of the specification of a job, the Union agrees that upon being requested to furnish men for such test, they will supply only workmen who are experienced in the type of work for which the test is required, unless otherwise agreed to by the Individual Employer. Before any workman commences the test, he shall be placed on the payroll of the Individual Employer. Any workman failing to pass the test shall be paid not less than four (4) hours at straight time rate, unless the time goes beyond the hours of a regular work day, then he shall be paid at the overtime rate.
36. When an employee needs to re-certify in the particular phase of work which he is performing for his Individual Employer, the Individual Employer agrees to continue him on the payroll while he performs his re-certification.
37. No workman shall be permitted to subcontract or lump the installation of any pipe work or any other work under the jurisdiction of this Agreement. No workmen shall be allowed to work for themselves except as provided for in the Agreement. Violations of this Section shall be submitted to the Joint Conference Board.
38. Where the workmen are required to walk to the work area and the time required to walk to the

work area creates a hardship on the workman, the Employer's representative and the Union's representative shall meet to establish a reasonable time to be allowed to walk one way on the Individual Employer's time.

## **ARTICLE VIII Union Membership**

39. All employees covered by this Agreement shall, as a condition of employment, tender the full and uniform dues and initiation fees in effect to the Union eight (8) days following the beginning of employment under this Agreement. All employees who may be accepted into membership shall thereafter maintain their good standing in the Union as a condition of employment by paying regular monthly union fees uniformly paid by other members of the same classification in the Union. In the event the employee fails to tender the initiation fee, or fails to maintain his membership in accordance with the provisions of this section, the Union shall notify the Individual Employer and the employee in writing. Upon receipt of such written notice, the Individual Employer shall discharge said employee within forty-eight (48) hours, Saturday, Sunday and Holidays excluded, for failure to maintain continuous good standing in the Union as required above.
40. Employees hired by the Individual Employer prior to the date of execution of this Agreement are not required to become and remain members of the Union, provided they are and remain members in good standing of a Local Union, or a local union of another craft.
41. The dues of each employee covered by this Agreement, who has executed the authorization, in writing, therefore in a manner and form as required by law, shall be checked off and deducted from his taxable wages in the amount not to exceed four and one-half percent (4.5%) of gross taxable wages, when and as the same is paid into the Financial Institution designated by the parties, and shall be deposited forthwith as paid into the Dues Account of the Union. The authorization shall not be irrevocable for a period of more than one (1) year or beyond the date of termination of this Agreement, whichever first occurs. No employee shall be forced, or in any manner required, to execute the authorization other than by his own free act and will.
42. Each employee desiring to have his dues so checked off shall execute the required authorization and lodge the same with the Financial Institution so designated by the parties. Financial Institution shall each month, so long as such authorization remains in effect, deduct the employees dues from his basic pay, in such amount as the Union shall have notified it, in writing and deposit the same in the Dues Account of the Union.
43. For purposes of this Article, the Individual Employers authorize and appoint the Financial Institution as their agent and the agent of each of them to check off the dues of such of their employees as shall have executed authorization.
44. The Union shall, at the end of each calendar year or more often, upon written request of the employee, supply each employee with a statement, mailed to his last known address as shown on the records of the Union, showing the amounts, if any, so checked off, deducted and paid as his dues to the Union.

45. No employee shall be relieved of his obligation to pay dues to the Union by reason of the failure of any Individual Employer to remit his dues check off pay.
46. Employees joining the Union must pay an initiation fee of seventy-five Dollars (\$75.00).
47. Employees employed by Individual Employers prior to the date of execution of this Agreement who are members in good standing in a Local Union, or who perform work covered by this Agreement, may join the Union within sixty (60) days of execution of this Agreement if they so desire and, if they do so, they shall pay a reduced initiation fee of Forty Dollars (\$40.00). Thereafter, such employees must pay the regular initiation fee of seventy-five Dollars (\$75.00) to join the Union.

**ARTICLE IX**  
**Movement of Employees**

48. There shall be free movement of men throughout the entire jurisdiction covered by this Agreement, subject to the travel and subsistence pay provisions in Article XII, Paragraphs 105 and 106.

**ARTICLE X**  
**Discharge**

49. No employee shall be discharged or discriminated against for activity in or representation of the Union.
50. The Individual Employer shall be the sole judge of the qualifications of all his employees, and may on such grounds, discharge any of them.
51. The Individual Employer shall notify the Union of all employees who have quit, or been terminated or recalled during the week.

**ARTICLE XI**  
**No Strikes or Lockouts**

52. It is agreed that, with respect to any dispute, complaint, or grievance arising under the terms of and conditions of this Agreement, the Union will not initiate, authorize, assist, or support any strike, slowdown, or stoppage of work, including sympathy strikes. It shall be the responsibility of all parties to this Agreement to assure that any and all disputes arising during the term of this Agreement shall be settled in accordance with the applicable provisions of this Agreement.
53. With respect to any dispute, complaint or grievance arising under the terms and conditions of this Agreement or any addendum hereto which is subject to arbitration, it is agreed that neither the Union nor any Local Union will initiate, authorize, assist, or support any strike, slowdown, or stoppage of work, including sympathy strikes. It shall be the responsibility of all parties to this Agreement to assure that any and all disputes arising during the term of this Agreement shall be settled in accordance with the applicable provisions of this Agreement.

54. Notwithstanding the above stated prohibitions against strikes or work stoppages, the Union or any Local Union may withdraw the employees of Individual Employer under the following conditions, such withdrawal shall not be considered a violation of this Agreement:
- A. The Individual Employer has failed to meet the payroll for his employees, or has issued payroll checks which do not clear for collection. An employee so withdrawn shall receive wages and fringe benefits for a minimum of eight (8) hours per working day up to a maximum of thirty (30) days for so long as the Individual Employer fails to make proper payment for collection.
  - B. The Individual Employer, as determined by the trustees of the appropriate trusts, is delinquent on a widespread basis in the payment of contributions to any trust as required by this Agreement, provided, however, that this Section will not permit the Union or any local union to withdraw employees from an Individual Employer merely because of a good faith dispute between the Employer and the trust regarding whether fringe benefit contributions are required for certain persons or a particular type of work.
  - C. The Individual Employer has failed, neglected, or refused to comply with the final settlement or decision reached pursuant to the provisions for the Settlement of Disputes set forth in Article X of this Agreement, and provided that thirty (30) days have elapsed since receipt by the Individual Employer of written notice of such settlement or decision.
  - D. It will not be a violation of this Agreement if an employee refuses to cross an apparently lawful picket line. However, an employee of an Individual Employer who refuses to report to the job or project of an Individual Employer when directed to do so by the Union, may be discharged by his Individual Employer.

**ARTICLE XII**  
**Grievance Procedure**  
**Joint Conference Board**

55. 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 uniform interpretation and application of the provisions of the Agreement, the parties hereto shall establish the Joint Conference Board consisting of three (3) members to be appointed by the Union and three (3) members to be appointed by the Employer's Association signatory to the Agreement. A quorum shall consist of not less than two (2) representatives. The Chairman of the Joint Conference Board shall be selected by the Board. The number of votes allowed each side, however, shall in no event exceed the lesser number of union or employers' members.
56. Whenever any alleged violation of this Agreement, or any dispute exists between the Union and the Employer subject to this Agreement, either of said parties may refer the same to the Joint Conference Board for determination.
57. No dispute shall be cognizable by the Joint Conference Board under the provision of this Article unless it shall first have been brought to the attention of the party responding, by the complaining

party, within ten (10) working days of the time when the complaining party first knew, or in the exercise of reasonable diligence should have known, of the occurrence giving rise thereto, provided, however, that once a dispute involving the rights of particular employees represented by the Union, as a class, distinguished from the rights of particular employees, has been properly brought before the Joint Conference Board for determination, the Board shall be limited to its consideration thereof only by the applicable Statute of Limitations.

58. Such references shall be written, signed by the party, or its agent, making the reference, and shall be addressed and sent to the Secretary of the Board, and a copy thereof served upon the other party, and shall state the referring party's understanding of the same. The other party not later than five (5) days after receipt of said service, may, but need not, send to the Board Secretary, and serve copy on referring party, its own understanding of the dispute or disagreement. The name and address of the Employer's representative shall be filed with the Joint Hiring Hall within seventy-two (72) hours of signing this Agreement.
59. Upon referral to it of such matter, the Joint Conference Board shall first defer to the three-step informal grievance resolution process, described in Paragraph 60. If the grievance is not resolved under Paragraph 60, the Joint Conference Board shall then take jurisdiction, and proceed to a determination of the same. Its decision shall be final and binding on both parties.
60. STEP 1: The grievance shall be settled at a meeting between a business representative of the Union involved and designated representative of the employer involved.  
STEP 2: In the event that a business representative of the Union involved and the employer's representative cannot agree on a settlement of the grievance after a meeting is held as stated in STEP 1, then within five (5) days after such meeting, the grievance shall be referred to the Business Manager or his designated appointee of the Union involved and the employer's designated representative. The parties shall meet to settle the grievance within ten (10) days after the dispute has been referred to them.  
STEP 3: In the event the Business Manager or his designated appointee of the Union involved and the employer's designated representative cannot agree on a settlement within five (5) days of such meeting, the parties shall submit the grievance to the Joint Conference Board.
61. If the Joint Conference Board, after meeting, cannot or does not agree on the decision on any such matters, within fifteen (15) days after so referred to it by the referring party, it shall lose jurisdiction thereof and the members, therefore, shall choose an impartial person who shall act as Arbiter to decide the matter. The Arbiter's decision shall be final and binding on all parties hereto. Any expense of employing such impartial person, and of reporter and transcript for the arbitration shall be borne equally by the parties hereto.
62. If the Joint Conference Board cannot, or does not agree on the Arbiter within ten (10) days after it has lost jurisdiction to decide the case, the Chairman or Secretary of the Board, or the party aggrieved, whether Union or Individual Employer, as the case may be, request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which the parties shall select the Arbiter in accordance with the procedures established by the Service for that purpose.

**ARTICLE XIII**  
**Wages and Fringe Benefits**

63. Effective July 1, 2008 - June 30, 2011, the hourly wage rates for work covered by this Agreement shall be:

July 1, 2008 - June 30, 2009	
Classification	Basic Hourly Rate
Journeyman	\$24.95
Assistant Journeyman	\$13.95
Tradesman	\$9.75

July 1, 2009 - June 30, 2010	
Journeyman	\$25.45
Assistant Journeyman	\$14.25
Tradesman	\$9.95

July 1, 2010 - June 30, 2011	
Journeyman	\$26.10
Assistant Journeyman	\$14.65
Tradesman	\$10.20

Effective July 1, 2008 - June 30, 2009  
Apprentice Wage Schedule as follows:  
(Listed in six (6) month steps)

1st (40%)	10.00
2nd (42%)	10.50
3rd (47%)	11.75
4th (51%)	12.75
5th (56%)	14.00
6th (60%)	15.00
7th (65%)	16.25
8th (70%)	17.50
9th (74%)	18.50
10th (79%)	19.75

Effective July 1, 2009 - June 30, 2010

Apprentice Wage Schedule as follows:

(Listed in six (6) month steps)

1st (40%)	10.20
2nd (42%)	10.70
3rd (47%)	12.00
4th (51%)	13.00
5th (56%)	14.25
6th (60%)	15.30
7th (65%)	16.55
8th (70%)	17.85
9th (74%)	18.85
10th (79%)	20.15

Effective July 1, 2010 - June 30, 2011

Apprentice Wage Schedule as follows:

(Listed in six (6) month steps)

1st (40%)	10.45
2nd (42%)	11.00
3rd (47%)	12.30
4th (51%)	13.30
5th (56%)	14.65
6th (60%)	15.65
7th (65%)	17.00
8th (70%)	18.30
9th (74%)	19.30
10th (79%)	20.65

**64.** Fringe benefit contributions for each hour worked by or paid for every employee covered by this Agreement, whichever is greater, shall be paid by the Employer in the following amounts, except that Defined Contribution Plan contributions above the Class 0 rate shall be paid at overtime rates:

**A. For all Journeymen, Assistant Journeymen and Tradesman:**

(1.) UA Local 355 Health and Welfare Trust Fund (Health & Welfare)

(2.) UA Local Nos. 343 and 355 Defined Contribution Plan (Mand Def Contr)

(a) Contributions based on Classification. The amount of contributions made to the Defined Contribution Plan is based on the individual employee's classification, as defined below. There are three (3) classifications of employees covered under this Agreement for the purpose of determining contributions to the Defined Contribution Plan. Classification is based upon industry seniority under UA Local 355 Labor Agreements and the attainment of advanced levels of experience and status within the trade. Applications for classification designations shall be submitted to the



Business Manager of the Local Union, and upon his recommendations, classification designations shall be granted upon verification that the applicant has achieved the requisite experience as outlines below and the Individual Employer shall be notified in writing:

CLASS 0 employees shall consist of all employees who have not met the requirements of Classes 1 - 2. Travelers shall be presumed to have Class 0 status only, unless sufficient proof of the requisite experience for a higher classification is presented at the time of initial dispatch.

CLASS 1 employees shall consist of employees who have performed at least one (1) year at the trade pursuant to the UA Local 355 Labor Agreement.

CLASS 2 employees shall consist of employees who have performed at least three (3) years at the trade pursuant to the UA Local 355 Labor Agreement.

- (b) Change of Classification. Each employee shall submit to the Business Manager of the Local Union any classification change request no later than November 30 of each year. Upon approval by the Union, such classification change shall be effective the following January 1. No more than one (1) classification change maybe be effected any contract year..
  
- (c) Notification of Classification Change. The Union shall notify the Individual Employer in writing of the approved classification of each employee on or before December 16. Upon notification by the Union to the Individual Employer of an approved classification change, the Individual Employer shall pay wages and fringe contributions at the approved classification level unless and until notified by the Union of a classification change. In no event shall a classification change be implemented except by proper notification from the Union. When an Individual Employer is not so advised of an employee's classification, the employee shall remain in the same classification as the previous year, or if none, then in Class 0.
  
- (d) Contribution Rates. Employer contributions to the Defined Contribution Plan shall be determined by the dispatch form issued by the Union, based on the employee's classification, as follows:

	July 1, 2008 - June 30, 2009
	DCP Contributions
Class 0	..... \$2.40
Class 1	..... \$3.40
Class 2	..... \$4.40

July 1, 2009 - June 30, 2010

DCP Contributions

Class 0 .....	\$2.50
Class 1 .....	\$3.50
Class 2 .....	\$4.50

July 1, 2010

DCP Contributions

Class 0 .....	\$2.60
Class 1 .....	\$3.60
Class 2 .....	\$4.60

(e) In the event that the Individual Employer's contribution to the Defined Contribution Plan on Behalf of an employee is increased above the Class 0 rate, as described above, that employee's wages as provided in Section 63 shall be decreased accordingly.

- (3.) UA Local 355 Vacation (Vacation)
- (4.) No. California/No. Nevada Landscape & Underground Utility Journeyman and Apprenticeship Training Trust Fund (Apprnt Training)
- (5.) Contract Administration Fund (Contract Admin)
- (6.) UA Local 355 Labor Management Cooperation Committee Trust Fund (Joint Labor, JLM)
- (7.) UA Local 355 Hiring Hall Administration Trust Fund (Hirhall)

July 1, 2008 - June 30, 2009						
Health & Welfare	Mand Def Contr	Vacation	Apprnt Training	Contract Admin	Joint Labor, JLM	Hirhall
3.70	2.40	1.80	.35	.25	.25	.10
July 1, 2009 - June 30, 2010						
Health & Welfare	Mand Def Contr	Vacation	Apprnt Training	Contract Admin	Joint Labor, JLM	Hirhall
3.95	2.50	1.90	.40	.25	.25	.10
July 1, 2010 - June 30, 1011						
Health & Welfare	Mand Def Contr	Vacation	Apprnt Training	Contract Admin	Joint Labor, JLM	Hirhall
4.20	2.60	2.00	.40	.25	.25	.10

(8)          Hiring Hall Fund

- \_\_\_\_\_ (a) Each Individual Employer shall pay into the U.A. Local 355 Hiring Hall Administration Trust Fund the following sum per hour worked for each hour worked by his or its employees upon work covered by this Agreement. Effective July 1, 2008, \$0.10 shall be paid for all hours worked on and after that date.
- (b) Said U.A. Local 355 Hiring Hall Administration Trust Fund shall be administered in accordance with the UA Local 355 Hiring Hall Administration Trust Fund Trust Agreement. The Union shall not be entitled to representation on the Board of Trustees. The Union shall be given five (5) days written notice of the time and place of meetings of the Fund's Board of Trustees and the Union shall be entitled to have an observer present at each meeting to act in an advisory capacity but otherwise without voice or vote.
- \_\_\_\_\_ (c) The Individual Employers agree to be, and are, bound by all of the terms and conditions of said Trust Agreement as the same may be from time to time amended.
- (d) The funds of said Trust shall be used exclusively for paying all reasonable and necessary expenses of the Trust and for funding the operation of the Joint Hiring Hall of Local 355 and shall be disbursed each month for the latter purpose through the Local Joint Hiring Hall Committee as its agent.
- (e) A Local Joint Hiring Hall Committee, consisting of an equal number of employer and employee representatives, shall be established. The members of the Local Joint Apprenticeship Training Committee may serve ex-officio as members of the Joint Hiring Hall Committee.
- (f) The Local Joint Hiring Hall Committee shall be empowered to hear and adjust any and all disputes, complaints and grievances of Individual employees for employment arising out of the operation of the Joint Hiring Hall. In order to achieve uniformity of decision, however, the Joint Conference Board may call up before it for review any matter coming before the Local Joint Hiring Hall Committee and any decision of the Local Joint Hiring Hall Committee may be appealed to the Joint Conference Board as provided in Article XII.
- (g) All payments to the U.A. Local 355 Hiring Hall Administration Trust Fund shall be due and payable monthly on or before the 15th day, and must be paid not later than the 20th day, of each calendar month for all work performed in the preceding month. Such payments shall be reported on the same form as is used for the reporting of payments to the Trust Funds under Article XIII hereof and shall be included with such payments and shall be

governed by all the provision of Article XIII in the same manner as payments to said Trust Funds.

- B. **For Apprentices:** Apprentice contributions shall be the same as stated in “A” above with the following exceptions:
- (1) That pension plan contributions will commence with the first hour worked in the fourth six-month period.
  - (2) That Vacation plan will commence with the first hour worked.
- C. **Health Coverage for Existing Employees:** When an Individual Employer becomes signatory to this Agreement, he shall be entitled to cover, under the Health and Welfare Plan, those of his employees who are in the collective bargaining unit and who were employed by him prior to becoming signatory by immediately making a lump sum payment equal to the Health & Welfare Trust hourly contribution rate times 300 hours.
- D. **Vacation Payments:** Vacation payments shall be made to the Trust Fund Office in the same manner, under the same terms, and on the same reports, as provided herein for other fringe benefit contributions. Such payments shall be treated as wages for all purposes (other than payment methods), including overtime and withholding taxes. Vacation payments received by the Trust Fund Office shall be transferred to the Operating Engineers Federal Credit Union, or other depository institution designated by the Union, for deposit into accounts for the employees for whom vacation payments are to be made.
- E. **Procedures for Partial Collections:** The parties to this Agreement agree that if an Individual Employer pays some, but not all, of its obligations under this Agreement, priority shall be given to payment of the items below in the following order:
- (1) Wages, including Dues Checkoff;
  - (2) Vacation payments;
  - (3) Defined Contribution Plan Contributions;
  - (4) Health and Welfare Plan contributions;
  - (5) Defined Benefit contributions;
  - (6) Apprenticeship training;
  - (7) All other contributions, pro rata; and
  - (8) Liquidation damages.
65. Each Individual Employer shall pay into the Health and Welfare Trust Fund (for the Health and Welfare Plan and Vacation), the Pension Trust Fund (for the Defined Contribution Plan), the Contract Administration Fund, the Labor Management Cooperation Committee Fund, the Hiring Hall Administration Trust Fund and the Apprenticeship Trust Fund (“the Funds”) for each of his covered employees, the hourly contribution rate listed above for each hour of straight time and overtime worked by them.

66. A. The total wage and benefit contribution package shall reopen on June 30, 2011, and on every June 30th during the life of this Agreement. Each Individual Employer shall pay any increases so agreed upon by the Union and the Association.
- B. The parties to this Agreement acknowledge and agree that the provision of benefits by the Health and Welfare Trust Fund will require the expenditure of funds for the administration of such benefits. The parties therefore authorize the Health and Welfare Trust Funds Board of Trustees to apply a reasonable amount of the assets of the Health and Welfare Plan to the administration of health and welfare benefits under their management, as the Board deems necessary.
67. The above named funds shall be administered in accordance with the applicable Trust Agreements by and between the parties hereto creating said Trust Funds. The Individual Employers agree to be bound by all of the terms and conditions of said Trust Agreements and any amendment or amendments thereto that have been adopted or may hereafter be adopted by the parties hereto. The terms and conditions of the UA Local 343 Pension Trust Fund Trust Agreement (for UA Local Nos. 343 and 355 Defined Contributions Plan), the UA Local 355 Health and Welfare Trust Agreement, the Northern California/Northern Nevada Landscape and Underground Utility Journeyman and Apprenticeship Training Trust Fund Agreement, the UA Local 355 Labor Management Cooperation Committee Trust Fund Agreement, the Contract Administration Trust Agreement and the UA Local 355 Hiring Hall Administration Trust Fund Agreement are expressly incorporated herein by reference.
68. Each Individual Employer shall file a monthly report with the Fund Administrator in San Francisco, California, on a form established by the Funds. Each monthly report and the corresponding contributions shall be submitted promptly and shall include all employees covered by this Agreement who worked during the Employer's payroll month. If an employer has no employees in any particular month, such Employer must still submit a monthly remittance form to the Trust, informing the Trust that it had no employees during that particular month. Contributions shall be received by the Fund Administrator on or before the twentieth (20th) day of the calendar month following the payroll month in which the employee worked.
69. Payments to the Funds shall be made at San Francisco, California, in accordance and in the manner provided for by the applicable Trust Agreements. Such payments shall be due and payable monthly on or before the fifteenth(15th) day, and will be deemed delinquent if not paid on or before the twentieth (20th) day of each calendar 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.
70. It is agreed that insofar as payments by the Individual Employer are concerned, the parties recognize and acknowledge that the regular and prompt payment of amounts due each Fund by the Individual Employer is essential and, based upon prior experience of the parties hereto and in light of the substantial but varied expense incurred in the administration of said Funds and the Plans and other damages suffered by the Funds, such as a loss of investment income due to delinquencies, the parties agree that it is extremely difficult, if not impracticable to fix the actual expense and damage to each Fund and the Plan, program and employee which results from the failure of an

Individual Employer to make payments in full within the time provided. Therefore it is agreed that the amount of damage resulting from any such failure shall be by way of liquidated damages shall become due and payable to each such Fund and the Plan in San Francisco, California, at such place as each Fund and the Plan have from time to time determined, upon the day immediately following the date on which the Individual Employer becomes delinquent, and shall be added to and become part of said amount due and unpaid, and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid.

71. The Employer shall remain liable for the payment of liquidated damages and/or interest assessed against it as described above, even if it makes full payment of the delinquent fringe benefit contribution, unless it receives a waiver of these sums from the applicable Board of Trustees or authorized Subcommittee thereof.
72. If any Individual Employer defaults in making of such payments and if either the Union of the Funds or the Plan consults or causes to be consulted legal counsel with respect thereto, or files or caused to be filed any suite or claim with respect thereto, there shall be added to the obligation of the Individual Employer who is in default all reasonable expenses incurred by the Union, the Funds and the Plan, in the collection of same, including, but not limited to, reasonable expenses incurred in connection such suit or claim including any appellate proceeding therein.
73. The parties recognize and agree that;
  - A. that references to wages and fringe benefits in Sections 7071.5 through 7071.11 of the California Business and Professions Code include payment for fringe benefits as described in this Agreement and the Trust Agreements creating such Fund;
  - B. that said payments are for the benefit of the employees of each Individual Employer covered by this Agreement, and that failure of an Individual Employer to make said payments, in the manner and at the time prescribed, causes damage to all employees, including the employees of the Individual Employer in default, in the amount of the unpaid fringe benefits and vacation and holiday pay as well as the liquidated damages established herein, interest, and any attorneys' and accountants' fees which the Union, the Funds or the Plan, or any of them, may incur with respect to said default;
  - C. that the Union, the Funds, or the Plan, or any of them, may bring a claim or legal action against the Individual Employer's license bond on behalf of any employee or employees covered by this Agreement.
74. Whenever the Union or Board of Trustees of any applicable Trust Fund in its judgment deems it necessary to protect payments to the Funds and the Plan or to protect the payment of wages to employees working under this Agreement, the Union or Board of Trustees may require any Individual Employer to supply the Union or Trust Fund, not less often than weekly, with a written record of the names of all employees and their hours (specifying straight time and overtime) worked upon all or any particular job or jobs. The Union shall also have the right to withdraw and withhold the employees of any Individual Employer who fails to furnish such information promptly.

75. It is specifically the intent of this Agreement that no existing individual employee of a signatory contractor performing work of the type covered by this Agreement shall suffer the reduction of wages or benefits, and no such person shall be laid off or terminated for the purpose of being replaced by a person performing the same type of work at a lower wage rate.
76. Foreman's rate of pay shall be one dollar (\$1.00) per hour more than the highest United Association classification supervised.
77. Fringe benefits shall be uniform for all employees covered by this Agreement, except, as provided for in Paragraph 64 above and Paragraph 130 A, B, and C below.
78. If any employee covered by this Agreement knowingly cooperates with an Individual Employer to defeat the payment of wages and fringe benefits as required by this Agreement, said employee and Individual Employer will be liable for such penalties as may be determined in accordance with the provisions of this Article.

#### **ARTICLE XIV** **Audits of Employers**

79. Upon notice in writing from the Board of Trustees of any Trust Fund herein, or an authorized agent thereof, an Employer must permit any accountant appointed by the Board to enter upon the Employer's premises during business hours, at a reasonable time, to examine and copy such books, records, papers or reports of such employers as may be necessary to determine whether the employer is making full and prompt payment of all sums required to be paid by him or it to the Trust Funds.
80. The parties agree that the following records are necessary for the completion of an audit pursuant to this Section: Employer's quarterly tax returns to State and Federal governments (California Form DE-3 and Federal Form 941), payroll journals, individual earnings records and time cards for all employees, general check register, reports of employee hours to all other trades, workers' compensation insurance reports for all employees, general ledgers, bank statements, canceled checks, check stubs, Internal Revenue Service Forms W-2, W-4, 1096, and 1099 remitted to the United States Government, cash receipts journal, 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.
81. The purpose of the audit is to determine how much money is owed to the Trust Fund, if any; the Employer understands that the purpose of the audit would be defeated if the Employer were able to limit the audit in any way, including limiting the audit to the employees whom it defines as covered employees. Therefore, the Employer shall not limit the scope of the audit in any fashion, but must make available all of the aforementioned books and records maintained by the Employer.
82. In the event of an audit as above set forth, the Employer shall pay the cost of said audit, if a delinquency is found. If no delinquency is found, the Trust shall bear the cost of the audit. Any audit cost incurred as a result of an Employer's cancellation of an audit, without at least two (2) working days notice to the auditor, or as a result of failing to make all records available shall be

borne by that Employer and not the Trust Fund, regardless of the results of the audit.

83. Should an Employer refuse, or after a reasonable time fail to comply with the request for an audit, the Trustees, in their sole discretion, may initiate any appropriate legal proceedings to obtain a court order, compelling such defaulting Employer to submit to such an audit. In such event any and all legal court costs and fees, including reasonable attorneys fees, incurred by the Trust shall be paid by such defaulting Employer.
84. PREVAILING RATES: On a public works project where the prevailing wage determination provides that the wage and fringe rates referenced in the bid specifications remain in effect for the duration of the project, the Individual Employer may pay the predetermined wage and fringe rates set forth in the wage determination for the work on said project; *provided*, however, that each segment let by the owner shall be deemed a separate project; and *provided further*, that this provision shall apply only to projects where the formal advertised sealed bid procedure is used; and *provided further* that increases in Trust Fund contributions required by this Agreement shall not be subject to this provision; and *provided further*, that in no event shall wages be frozen for more than thirty-six (36) months on any one project. On a public works project where the prevailing wage determination provides for increases in wages and fringe benefits during the project, such increases shall be paid for work on the project. Subject to all of the provisions set forth above, should the rates set forth in a wage determination be less than the wages and fringe benefits established by this Agreement, the lower rate may be paid. The Union shall be responsible for taking all necessary steps to have the wages and fringe benefits established by this Agreement **incorporated into State and Federal prevailing wage determinations.**

## ARTICLE XV Working Conditions

85. RATIO: The first employee per contractor at the job site will be a journeyman. The second employee may be an assistant journeyman and/or apprentice and/or tradesman. The third employee shall be an assistant journeyman. Additional employees may be journeyman or assistant journeyman and/or apprentices. The appointment of a foreman shall be at the discretion of the employer. On public works projects, the employer must have at least one (1) apprentice hour for every five (5) journeyman hours worked under this agreement.
86. WORKING CONTRACTOR: On landscape work, one representative of an Individual Employer (the sole proprietor, one partner in a partnership or one shareholder in a corporation) may work with the tools of the trade, provided that, on and after the sixth(6th) day that work is performed by a representative of the Individual Employer, the Individual Employer shall employ a Landscape Journeyman dispatched by the Hiring Hall jurisdiction over the area in which the job is located.
87. HOLIDAYS: The following days shall be recognized as unpaid holidays unless worked and should a listed holiday fall on Saturday then we observe the preceding Friday as the day off. Should a listed holiday fall on Sunday the following Monday will be observed. Should work be performed on a Friday or Monday due to the Holiday on the weekend it shall be compensated at the holiday rate. (subject to changes in Federal Law):



New Year's Day

President's Day

Memorial Day

Fourth of July Labor Day

Thanksgiving Day

Friday Following Thanksgiving

Christmas Day

- 88.** The regular work week shall consist of forty (40) hours, Monday through Friday consisting of eight (8) consecutive hours per day, exclusive of a meal period, between the hours of 6:00am and 5:30pm.
- 89.** FOUR (4) BY TEN (10) WORK WEEK (4 x 10): An Individual Employer may establish a work week of four (4) consecutive days of ten (10) hours. In the event two (2) shifts are employed, nine and one-half (9-1/2) consecutive hours' work, (on the second shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid. Provided further, all shifts are worked the same four consecutive days during a 4-x 10 work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in anyone (1) week shall be compensated at the applicable overtime rate. Even if the Individual Employer establishes a 4 x 10 work week pursuant to this Section, the Employer, at its option, may revert to a 5-day, 40-hour work week on any public works project.
- 90.** In the event that work cannot be performed Monday through Friday or Monday through Thursday (4 x 10 hour work week) because of inclement weather, major mechanical breakdown or lack of material beyond control of the employer, employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.
- 91.** Time and one-half shall be paid for all overtime work during the regular work week. The Individual Employer shall schedule work, and shall determine by whom and when overtime shall be worked.
- 92.** Time and one-half shall be paid for all work performed on Saturdays. Sundays shall be compensated at two times the hourly rate. All covered work for holidays shall be compensated at the double time rate.
- 93.** If the Individual Employer fails to notify the Local Union of the overtime work on Saturdays, Sundays and Holidays within the eight (8) day period, the Individual Employer will pay double the straight time hourly rate for the overtime worked. The exception shall be when such overtime work has been arranged for at a pre-job conference or by consent of the Business Manager for a particular job.
- 94.** A. Eight (8) consecutive hours between 5:00am and 5:30pm, shall constitute a day's work provided, however, the employee shall have a lunch period not less than one-half hour after four (4) consecutive hours of work. The Employer may stagger starting times of the individual employees. When the Individual Employer desires to establish a work day other than 5:00am to 5:30pm, he shall notify the Union.

- B. In accordance with the Industrial Welfare Commission of the State of California, the Individual Employer shall authorize and permit all employees to take a rest period (coffee break”) of at least ten (10) minutes for each four (4) hours of work or major portion thereof. This means that during a regular 8-hour workday, the employees must receive two 10-minute breaks in addition to the mandatory meal period. The rest period, insofar as practicable, shall occur in the middle of each four-hour work period, at the convenience of the job operations. If the Individual Employer fails to provide an employee a rest period in accordance with this Section, the Individual Employer shall compensate the employee on (1) hour of wages and fringe benefits at the employee’s regular rate of compensation for each workday that the rest period was not provide. 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 Employers, which may include or be limited to the employee’s immediate work area.
95. On shifted jobs, the first shift shall consist of eight (8) consecutive hours of work (exclusive of meal period) for which eight (8) hours shall be paid at the straight time rate. The second shift shall consist of seven and one-half (7 ½) work hours (exclusive of meal period) for which eight (8) hours shall be paid at the straight time rate. The third shift shall consist of seven (7) consecutive work hours (exclusive of meal period) for which eight (8) hours shall be paid at straight time rate.
96. Overtime on shift work shall be at the appropriate overtime rate. If shifts are established, they are to be established for a period of five (5) consecutive days. A shift may be established for less than five (5) consecutive days if there is mutual approval.
97. SPECIAL SINGLE SHIFT: When the Individual Employer produces evidence in writing to the appropriate Local Union of a bonafide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union by certified mail at least three days prior to the start of the special shift, the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. The special single shift may be utilized when all employees employed by an Individual Employer on a project are working on a special single shift.
98. Pay day shall be once each week with not more than three (3) days' pay withheld except:
- A. If an Individual Employer obtains a job outside the jurisdiction of the home Local Union in the area in which the work is to be performed that he needs more time, he may withhold five (5) days' pay.
- B. If an Individual Employer has an established payroll within the jurisdiction of the home Local Union and is withholding three (3) days' pay and needs additional time for payroll, he shall notify the Local Union and all of his employees thirty (30) days in advance, before making the change in payroll to withholding five (5) days.
- C. Workmen are to be paid during the regular shift, whether working in a shop, Individual Employer's yard, or in the field. When men are laid off or discharged they must be paid wages due them immediately at the time of layoff or discharge in compliance with the

California State Labor Code. Workmen discharged for just cause shall be paid for the period of time prior to discharge. Employees failing to receive their pay during the regular shift shall be considered to be on the payroll and shall be entitled to eight (8) hours pay at the straight time hourly wage rate during each twenty-four (24) hour period they do not receive their pay up to a maximum of thirty (30) days.

- D. Payroll checks must bear the authorized signature of and be drawn from the account of the Individual Employer to whom men are dispatched. The employee shall receive a check stub from each check showing the regular and overtime hours worked in separate columns, vacation contribution and all other deductions that are a part of this Labor Agreement.
99. Employees shall be allowed time off to vote as provided in the Election Code of the State of California, not to exceed two hours.
100. 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 laborsaving devices supplied by the Individual Employer.
101. STEWARDS: A Steward shall be a working journeyman appointed by the Business Manager or Agent of the Local Union having jurisdiction over the job site or shop, and shall, in addition to his work as a journeyman, be permitted to perform during the working hours such of his Union duties as cannot be performed at any other time. The Union agrees that such duties shall be performed as expeditiously as possible, and the Individual Employers agree to allow the Stewards a reasonable amount of time for performance of such duties. The Union shall notify the Individual Employers of the appointment of each Steward in writing.
102. BUSINESS REPRESENTATIVES: Any Business Representative of Local Union 355 shall have access to the jobsite during working hours for the purpose of checking the members of the Union and the manner in which the terms of this Agreement are being complied. If any conditions requiring adjustments are observed, he shall report them to the Individual Employer or his authorized representative.
103. All trucks used in connection with work covered by this Agreement shall be permanently marked with the name of the Individual Employer on both sides. New trucks (for a reasonable time only) or short-term rental trucks will not be required to meet this requirement provided the Individual Employer notifies the Local Union in the jurisdiction in which the truck is being operated, of its intended use by the Individual Employer. No employee shall be required or allowed to ride in or operate any truck which is not so marked or exempted by this Paragraph.
104. Every truck must have a competent driver, who shall be paid at his prevailing wage rate. No employee may be required to ride in or drive an unsafe vehicle.
105. Employees required to report to jobs which are fifty (50) or more miles by the shortest and most direct regularly traveled route from the main office or field office of the Individual Employer, shall receive one-half (½) of their traveling time, at each man's specified wage rate, both to and from the job. This shall only apply to employees who are regularly employed by the Individual Employer.

106. When an employee is required to remain away from home overnight, the Individual Employer will provide private lodging plus twenty dollars (\$20.00) for ordinary and necessary expenses for each night the employee is required to remain away from home. This shall only apply to employees who are regularly employed by the Individual Employer.
107. Employees shall be allowed time off to serve on jury duty, without compensation from the Individual Employer.
108. The Individual Employer agrees to furnish all tools and equipment necessary to make a complete utility piping installation.
109. No tool shall be furnished by any workmen, except that workmen may furnish their own hoods and goggles. No workmen shall deposit any money to guarantee the safety of any tools or materials, nor shall any money be deducted from their pay for the same.
110. No employee shall furnish rubber boots or rain gear during working hours.
111. The Individual Employer shall furnish workmen with clear glass for their hoods and goggles or magnifying lenses if required and shall furnish welding hoods to the apprentices for their protection.
112. All workmen shall accept the responsibility for, and properly care for, all tools and/or equipment furnished by the Individual Employer.
113. In the event that no work is available for an employee who reports for work at a shop or job at the regular starting time and such circumstances are not due to weather conditions or conditions beyond the control of the employer, the employee shall be eligible to receive two (2) hour's pay.
114. In the event that weather conditions prevent a days work from continuing, the employee shall receive pay for the actual time on the job but not less than two (2) hours. The Individual Employer shall be the sole judge in determining availability for work due to weather conditions.
115. The pay indicated in Paragraphs 113 and 114 above shall not be owing if the employee is notified at least two hours prior to the regular starting time that no work will be available.

**ARTICLE XVI**  
**Journeyman, Tradesman and Apprentice Training**

116. In order that an adequate supply of competent and skilled craftsmen shall be available to the Individual Employer, it is agreed between the parties hereto that there shall be established a special Utility Pipeline Installers Program. The program shall conform to the Apprenticeship Standards prepared by a U.A. Joint Apprenticeship and Training Committee and approved by the State Division of Apprenticeship Standards. The apprenticeship program shall be administered by a joint committee composed of equal number of employer and employee representatives.
117. For the purpose of this Agreement, reference to apprentices shall mean an apprentice receiving

training in an approved Engineering and Utility Training Program and is receiving progressive wage increases in accordance with the approved program.

118. Effective July 1, 2008, \$0.35 of the hourly training contributions for the work covered under this agreement shall be paid into the Northern California / Northern Nevada Landscape and Utility Journeyman and Apprenticeship Training Trust Fund; and \$0.10 of those hourly training contributions shall be paid into the International Training Fund.
119. The Joint Apprenticeship Training Committee established under the Local 355 Northern California/Northern Nevada Journeyman and Apprenticeship Training Trust Fund shall have the responsibility of having the apprenticeship training program approved by the appropriate State or other agency. The Union shall have the responsibility of giving prior notification to the employer in writing of the advancement of an apprentice.

## **ARTICLE XVII**

### **Safety**

120. The parties shall cooperate in carrying out safety measures and practices for accident prevention. The employer shall have the right to enforce his Code of Safety Practices along with its Disciplinary Policy and Procedure.
121. All parties shall comply with all Federal and State Laws, City and County ordinances pertaining to work covered by this Agreement, including all Federal and State safety and health measures and laws. There shall be no disciplinary action by the Individual Employer against any workman who observes this section in good faith. If a journeyman is of the opinion that shoring, ladders or ventilating equipment is inadequate, he shall report same to his Foreman and Steward and he will not be disciplined for so doing.
122. Workmen required to work in any area where they are exposed to acids and caustics or any other hazardous conditions, shall be provided protective clothing and equipment by the Individual Employer.
123. Any employee injured on the job to the extent of requiring a doctor's care, and which injury prevents him from working shall be paid a full day's wages for date of injuries.
124. JURISDICTIONAL DISPUTES: There shall be no cessation of or interference in the work of the employer by reason of a jurisdictional dispute between the Union and such other unions.
125. GENERAL SAVINGS CLAUSE: It is not the intent of the parties hereto to violate any clause, rulings, or regulations of any governmental authority or agency having jurisdiction on 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, the remainder of the Agreement shall remain in force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that in the event any provision of this Agreement is held determined to be illegal or void, they will promptly enter into lawful negotiations concerning the subject matter of said provision.

## **ARTICLE XVIII**

### **Termination**

126. EFFECTIVE AND TERMINATION DATES: Except as otherwise provided herein, this Agreement shall be effective July 1, 2008, and remain in effect until June 30, 2011, and shall be renewed from year to year thereafter unless either of the parties hereto shall give written notice to the other of a desire to change at least sixty (60), but not more than ninety (90) days prior to the date of expiration of this Agreement. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional benefits except at the time and in the manner provided in this Agreement.

## **ARTICLE XIX**

### **Clarification Of Intent**

127. OTHER AGREEMENTS: If subsequent to the date of execution of this Agreement, the employer becomes signatory to any other agreement covering the same work, the terms of such an agreement will not replace any of the terms of this Agreement unless agreed to by the employer and the Union. The parties agree that the Employer may take advantage of any of the more favorable terms of any other agreements that the Union might enter into with other employers for the same work except, however, that Special Project Agreements adopted under Paragraph 8 shall be subject only to the special rules contained therein.
128. GEOGRAPHIC AND MARKET CONDITIONS: The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to the specific agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and competitive position of the employer. The Union recognizes that other crafts are cooperating with the employer in meeting open shop competition. In order to cooperate with this effort, the Union agrees that if any of the other crafts have made available a reduced wage-fringe package for particular work, the employer may request reduction of wage-fringe package of employees covered by this Agreement in same proportion for this same work, and the reduction may be made upon mutual agreement of the parties to this Agreement.
129. ELIMINATION OF RESTRICTIONS ON PRODUCTION: Subject to all State and Federal Rules and Regulations governing or applicable to the safety of employees, place of employment and operation of equipment, 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 of the use of machinery, tools or other labor-saving devices. Employees shall perform their duties in such fashion as to promote efficient operation of the particular duty and of any job as a whole.

## **ARTICLE XX**

### **Fringe Benefit Contributions For Travelers**

130. A. Notwithstanding any other provision of this Agreement, an employer is required to make

fringe benefit contribution at the rates, and in the manner described below, instead of any other amount provided herein, if the following conditions are met:

- (1) The employee's home local union is a UA Local Union other than UA Local 355;
- (2) The employee requests dispatch at the contribution rate(s) in effect for employees working under the master labor agreement of his home local union for one or more of the following plans: defined benefit pension plan(s), defined contribution pension plan, and/or health and welfare, and that the contributions for the requested plan be remitted to the trust fund(s) of his home local union; and
- (3) The trust fund(s) of the employee's home local union either have a reciprocity agreement in effect covering such contributions, or agree to accept such contributions and to treat the hours of covered employment under this Agreement as hours of covered employment under the applicable plan(s) of the trust funds; and
- (4) The employer agrees to make contributions at such higher rates, as demonstrating by accepting dispatch of the employee at the applicable contribution rate(s) of the home local union, or by completion of a report form showing the applicable contribution rates of the home local union.

B. If the conditions of Paragraph A are met, then the employer is required to contribute at the higher of the following rates:

- (1) The contribution rate(s) in effect under the master labor agreement of the employee's home local union for the plan(s) which the employee has requested to have remitted to the trust fund(s) of his home local union; or
- (2) The contribution rate(s) otherwise required under this Agreement.

C. This requirement shall apply from the time the employer accepts dispatch of the employee under this clause, until the employer notifies the employee, the Union and the trust fund offices of both the Union and of employee's home local union in writing, no less than thirty (30) days before the first day of the month in which such notice is to be effective, that it will contribute only at the rates otherwise required by this Agreement. Contributions required under this section shall be reported and remitted in the same manner as required elsewhere in this Agreement, unless the employer, the Union, and the applicable trust fund(s) of the employee's home local union agree to having such contributions reported and remitted in some other manner.

## Standard for Excellence

### 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 foreman, foremen, journeyworkers 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 the 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



## Standard for 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 craftworkers 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 craftworkers 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 customer's 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.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands by their respective officers, duly authorized to do so, to be effective as of July 1, 2008, except as to those areas where it has otherwise been agreed between the parties.

**EMPLOYER ASSOCIATION:**

Mechanical & Engineering United Association of Contractors Association

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**UNION:**

Journeyman & Apprentices of the plumbing and Pipefitting Industry of the United States and Canada,  
AFL-CIO, Local Union 355

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Authorized Signature

Contractor License Number:

\_\_\_\_\_

DATE: \_\_\_\_\_

IN WITNESS HEREOF, the parties hereto have hereunto set their hands by their respective officers, duly authorized to do so, to be effective as of July 1, 2008, except as to those areas where it has otherwise been agreed between the parties.

**EMPLOYER ASSOCIATION:**

Mechanical & Engineering United Association of Contractors Association

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**UNION:**

Journeyman & Apprentices of the plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, Local Union 355

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Authorized Signature

Contractor License Number:

\_\_\_\_\_

DATE: \_\_\_\_\_