

**MASTER
LABOR AGREEMENT**

Between

U. A. LOCAL UNION #467

Of The

**UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY
OF THE UNITED STATES AND CANADA, AFL-CIO**

And

**NORTHERN CALIFORNIA MECHANICAL
CONTRACTORS ASSOCIATION**

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

INDUSTRIAL CONTRACTORS, UMIC, INC.

Effective July 1, 2009

Expires June 30, 2012



LABOR AGREEMENT

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LABOR AGREEMENT

1. It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipe Fitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and the Employee. This Agreement, therefore, is made and entered into by and between the NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION, PLUMBING-HEATING-COOLING CONTRACTORS ASSOCIATION OF THE GREATER BAY AREA, INDUSTRIAL CONTRACTORS, UMIC, INC. (hereinafter referred to as the "Associations") acting for and on behalf of its members and other Contractors represented by any one of the Associations 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 (hereinafter collectively referred to as "Employers") and PLUMBERS, STEAMFITTERS AND REFRIGERATION FITTERS LOCAL UNION NO. 467 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA (hereinafter referred to as "Union").

2. This Agreement shall become effective July 1, 2009 and as amended from time to time shall remain in full force and effect through June 30, 2012.

ARTICLE I COVERAGE OF AGREEMENT

3. TERRITORY COVERED. The area covered by this Agreement shall be all of San Mateo County and any other territory over which the Union may be granted jurisdiction by the United Association in the State of California pertaining to work under the jurisdiction of Local Union 467.

4. EMPLOYEES COVERED. This Agreement shall apply to all workmen employed by any of the Employers covered hereby who perform work which is traditionally and fairly claimable as outlined in the Fifty Points of Jurisdiction of the Plumbing and Pipe Fitting Industry of the United States and Canada as contained in the Appendix of this Agreement, or any and all work which has been given or awarded to or by the United Association to Local 467 by agreement or decision. If a conflict or jurisdictional dispute should exist, the Employer shall contact Local Union No. 467, and said Employer shall continue the work until such dispute is cleared by the National Joint Board or the United Association. INTENT: If the Employer has the legal right to make the assignment.

5. EMPLOYERS COVERED. This Agreement shall apply to and cover all Individual Employers who are members of the Associations and Individual Employers who have authorized any Association to represent it in its collective bargaining relations

with the Union and all other Individual Employers who have independently executed this Agreement or a counterpart thereof. All wages and working conditions hereunder shall be effective on all plumbing and pipefitting work at the jobsite or shop by the Employer; or by any person, firm or corporation partially owned or financially controlled by the Employer in all places in San Mateo County.

A. It is agreed that this Agreement shall be binding upon the Union as set out in Paragraph 4 of Article I hereof, and upon the Employer and Individual Employers as set out in Paragraph 5 of Article I hereof, and upon the heirs, executors, administrators, successors, purchasers, and assigns of the Individual Employers.

6. WORK COVERED. This Agreement shall cover all work coming within the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, as established and recognized by the Building and Construction Trades Department of the American Federation of Labor-Congress of Industrial Organizations and all other work which has traditionally and historically been performed by employees represented by Local Union No. 467 and including specifically, but without limitation of foregoing, the Fifty Points of Jurisdiction, a copy of which is annexed hereto and all work assigned to the United Association through jurisdictional agreements between the United Association and other National and International Unions.

7. Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by employees covered by this Agreement.

8. The operation of pumps, air compressors and welding machines when used in conjunction with work covered by this Agreement shall be done by employees covered by this Agreement. The testing of all plumbing and pipefitting systems or component parts thereof shall be done by employees covered by this Agreement.

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

10. No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any Contractor, Subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to Union Security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

11. A Subcontractor is defined as any person (other than an Employer covered hereby), firm or corporation, who or which agrees in writing to perform for or on behalf of an Individual Employer, any part of the job site work covered by this Agreement.

12. No Individual Employer who has complied with the requirements of Paragraph 10 shall be liable to the Union, the Trust Funds set out herein or to any employee for any default of his Subcontractor in the performance of the terms and conditions of this Agreement.

ARTICLE II RECOGNITION OF BARGAINING AGENTS

13. The Associations, the Employer and the Individual Employers recognize the Union as the sole and exclusive collective bargaining representative of all employees of Individual Employers performing the work covered by this Agreement.

14. The Union recognizes the Associations as the collective bargaining representative of the Individual Employers who are now or may hereafter become members of said Association and Individual Employers who have authorized said Association to represent it in its collective bargaining relations with the Union and members of any association of employers which is now or may hereafter become signatory to this Agreement.

ARTICLE III UNION SECURITY

15. It is hereby agreed between the Employer and the Union that the Employers herein are primarily engaged in the Building and Construction Industry, to wit: Plumbing, Heating, Piping, Refrigeration and Air Conditioning, and the Union is a Labor Organization of which Building and Construction employees are members, and it is agreed between said Employers and the Union that all employees covered by this Agreement will be required to become members and maintain membership in such Union on or after the 8th day following the beginning of such employment or the date of execution of this Agreement, whichever is later.

16. Individual members of the Union agree as part of this Agreement, that in the event that such Individual Member shall go into business for himself during the term of this Agreement and in said business shall perform work covered by this Agreement within the jurisdiction of the Union, that said person shall recognize the Union as the collective bargaining representative of its employees performing said work and shall meet with the Union to negotiate a Collective Bargaining Agreement covering said employees.

ARTICLE IV EMPLOYMENT PROCEDURE

17. The Individual Employer must secure all employees covered by this Agreement through the Employment Office of the Union, except as provided in Paragraphs 27 and 31 hereof.

18. In order to be eligible to register for employment, an individual must have at least five (5) years actual practical working experience at the Plumbing or Pipe Fitting Trade as a journeyman or apprentice in the Building and Construction Industry or who either:

A. Has successfully served an apprenticeship at the trade under an apprenticeship program approved by the U.S. Bureau of Apprentice Training.

B. Has had previous employment as a Journeyman Plumber or Pipefitter with a contractor signatory to this Agreement and whose services have been satisfactory.

19. There shall be six (6) Classes of employees for employment purposes:

A. CLASS A. Class A shall consist of plumbers and pipe fitters who have been employed by an Individual Employer or Individual Employers covered by this Agreement, and shall have been credited with at least one thousand (1,000) hours in the U.A. Local 467 Pension Trust Fund for each year during the two (2) years next preceding their registration in the territory covered by this Agreement, or who have been sent out of the territory covered by this Agreement as provided in Paragraph 34 of this Article.

B. CLASS B. Class B shall consist of plumbers and pipe fitters who have been employed by an Individual Employer or Individual Employers covered by this Agreement, and shall have been credited with less than one thousand (1,000) hours but at least two hundred fifty (250) hours in the U.A. Local 467 Pension Trust Fund for each year during the two (2) years next preceding their registration in the territory covered by this Agreement or who have been sent out of the territory covered by this Agreement as provided in Paragraph 34 of this Article.

C. CLASS C. Class C shall consist of plumbers and pipe fitters registered and available for employment with U. A. Locals 38, 159, 342, 343, and 393, who after notice to the Employment Offices of such Locals that additional employees with specified qualifications will be needed to meet anticipated manpower requirements, have registered with the Employment office of the Union and are available for employment. The registration of these Locals' employees on the "C" list under this procedure is contingent upon the specific Local's permitting the employees qualified under this Agreement to register on an equivalent list in a corresponding manner.

D. CLASS D. Class D shall consist of qualified plumbers and pipe fitters who have previously worked for one or more Employers signatory to a Collective Bargaining Agreement with a Local Union of the United Association affiliated with the Northern California Pipe Trades Council.

E. CLASS E. Class E shall consist of all other qualified plumbers and pipe fitters anywhere in the State of California.

F. CLASS F. Class F shall consist of all other qualified plumbers and pipe fitters.

20. REGISTRATION LISTS. The Union shall maintain adequate registration facilities at the Union Office for employees and applicants for employment to register for work. All employees and applicants for employment shall be registered in their appropriate classes and in the order in which they apply for work. Separate lists shall be kept for the registration of apprentices upon the same basis as for journeymen; apprentices upon becoming journeymen shall enjoy the same preferences as journeymen which they had as apprentices. Applicants for employment shall complete and sign an application form containing all data relevant for referral, including an indication of any special skills that they possess, containing an agreement to comply with the terms and conditions of this Agreement. The registration list shall be open for inspection to all parties of this Agreement. In the event that there are insufficient Class C registrants within a classification for which there is a call, the Employment Office may contact the Employment Offices whose employees qualify for Class C status pursuant to Paragraph 19. C. above, to fill such classification call before dispatching off the D, E and F Lists.

21. ORDER OF DISPATCH. The Union shall first dispatch employees from Class A, second those from Class B, third those from Class C, fourth those from Class D, fifth those from Class E and sixth those from Class F. No employees from any one class shall be dispatched until all employees who are registered in the next preceding class or classes and who are available and willing to accept a dispatch, have been dispatched. When two (2) or more employees are registered in any one (1) class, they shall be dispatched in the order in which they have registered for work, i.e., the first registered shall be the first dispatched. Apprentices shall be dispatched in accordance with the regulations of the Joint Apprentice Committee in-so-far as those regulations do not conflict with the terms and conditions of this Agreement.

22. IMMIGRATION I-9 FORMS. Prior to 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 days of dispatch, or 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 years, or until one 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 verifications 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. NON DISCRIMINATION. The selection of employees and applicants for employment for referral shall not be based upon age, race, color, religion, sex or national origin, or based upon, or in any way influenced by, Union membership, Bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements except as permitted by law under the provisions of Article III of this Agreement.

24. EMPLOYER RIGHT OF REJECTION. The Individual Employer shall have the right to reject any employee or applicant for employment referred by the Union but in the exercise of such right shall not discriminate against any such employee or applicant by reason of age, race, color, religion, sex or national origin, or by reason of membership or non-membership, or activity for or against any labor organization. The Individual Employer shall not reject an employee or application for employment solely because that person does not have a copy of a completed Form I-9 at time of dispatch, as provided in Paragraph 22. Any employee or applicant for employment reporting for employment at the time and place agreed upon, shall, if so rejected, be entitled to four (4) hours show-up time unless he is in a condition unfit for work, or is not qualified to perform the work in question, or has been rejected or discharged by the Individual Employer for cause within the twelve (12) month period next preceding his dispatch.

25. DISCHARGE - JUST CAUSE REQUIREMENT. The Individual Employer shall be the sole judge of the competency of his employee. The Local Union shall be the sole judge of the qualification of their members for membership in the Local Union. The Employer shall have the right to interview supervisory employees. An Employer may discharge any employee for just cause. The Employer shall have to prove just cause to the Joint Conference Board. If the Employer can not do this, then the Employer shall be compelled to reinstate and/or pay lost wages and fringes not to exceed a maximum of three (3) days. The decision must be rendered within two (2) working days after written notification to the Employer that a grievance has been filed. The employee shall be entitled to lost wages and fringes and/or reinstatement only if the employee requests of the Union that the Employer prove just cause within one (1) working day of his discharge. The requirement for the written notification shall be met by the delivery of a written notice to the Employer of the charges within two (2) working days of the date of discharge. The Employer may request an extension of the two (2) day meeting requirement by agreeing to extend his liability beyond the two (2) days until a decision is rendered. If the Union requests an extension, the Employer shall not be liable for the delay.

26. ORDER OF LAYOFF. Except in cases of discharge for just cause, no Class A employee may be laid off until all Class B, C, D, E and F employees have been laid off and no Class B employees shall be laid off until all Class C, D, E and F employees have been laid off.

27. UP TO 2 DAYS TO DISPATCH. In the event the Union does not dispatch any employees within two (2) working days following the day the request from the Individual Employer for employees is received, the Individual Employer may employ any person but shall arrange for a dispatch to be issued for such person from the Employment Office of the Union within twenty-four (24) hours of the commencement of such employment and such dispatch shall upon request be issued by the Union to the employee.

28. NAME HIRE. Regardless of anything herein to the contrary, the Individual Employer may request employees by name but only if such employees are within Class A as defined in Paragraph 19 of this Article. Such request must be in writing, signed by the Individual Employer or senior representative thereof, and presented to the Employment Office of the Union. Upon receipt of a proper request, the Union shall dispatch the employees as requested, if they are available, have been registered for at least five (5) days, and willing to accept a dispatch. Regardless of anything to the contrary, former employees, foreman and supervisory personnel may be name hired without restriction.

29. In the event the named employee is not registered or not available for work, or not willing to accept dispatch, the Union shall notify the Individual Employer as soon as possible, and the two (2) working days period specified in Paragraph 27 shall not commence to run until receipt by the Union of an additional request for an employee from the Individual Employer.

30. Employees voluntarily quitting any job in the area covered by this Agreement for reasons other than a shutdown of work caused by a labor dispute shall not be eligible for dispatch under Paragraph 28 for a period of ten (10) days thereafter.

31. OUT OF AREA EMPLOYERS - ONE FREE MAN. Regardless of anything to the contrary in any part of this Agreement, any Individual Employer whose permanent yard or shop is located outside the geographical area covered by this Agreement is free, on each job or project contracted for by such Individual Employer inside the geographical area covered by this Agreement, to bring for employment on and to employ on each such job or project one of such Individual Employer's employees in each of the following classifications: plumber, steamfitter or pipefitter from outside the geographical area covered by this Agreement, provided that such Individual Employer shall notify the Employment Office of the Union of the name of each such employee and the location of the job or project at the time each such employee is sent into such area and each such employee, before reporting to the jobsite or project shall report to the Employment Office of the Union in person and such Employment Office shall issue him a dispatch and further provided that all of the provisions of this Agreement shall be applied to and cover such employee, except that the employee will receive the higher taxable wages required by either his Home Local Agreement or this Agreement.

32. EMPLOYERS WITHIN THE BAY AREA – FREEDOM OF MOVEMENT OF MEN.

- A. An individual Employer who's permanent shop is located outside the geographical area covered by the Local 467 Agreement and is located in the geographical jurisdiction of the following Bay Area Local Unions: Local #342 and Local #393 are free to travel up to one (1) employee from the employer's regular work force per jobsite or project, under the following provisions:
 - B. One (1) Employee for Plumbing Scope of Work.

One (1) Employee for Steamfitting, Pipefitting, or Wetside Heating or Air Conditioning Piping Scope of work combined.
 - C. The first employee as referenced above is considered the Company Representative and upon deposit of the employee's Travel Card, shall have his or her fringe benefits paid to his or her home Local Trust Funds.
 - D. Additionally if there are four (4) or more Local Union #467 employees on each jobsite or project (with at least one (1) being an Apprentice) the Individual Employer shall be allowed to bring on each jobsite or project one (1) additional employee member as described above. Such one (1) additional employee will be dispatched as a journeyman thru the Local #467 Hiring Hall and shall have the fringe benefits paid to the Local #467 Trust Funds with the Pension and Health and Welfare reciprocated to his or her home Local Union.
 - E. There shall be no crossover from the Plumbing crew to the Pipefitting crew, or vice versa, for the first or the sixth man traveled into Local #467 under these travel provisions. Such additional dispatched employee must be a member of Local #342 or Local #393.
 - F. The Employer must be signatory to the Local Union #342, #393 and #467 Master Labor Agreements and each such Master Labor Agreement must have this same additional travel provision in it's agreement or this provision is not applicable.

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

34. Any employee sent into the jurisdiction of the Local Unions referenced above under the terms of this Agreement shall be paid the higher taxable wage and fringe benefits required either by Local #467 or his or her Home Local.

35. In the event the Employer brings one (1) employee from their regular workforce as set forth above, it shall be the condition of employing said employees within the jurisdiction of the Local Union for the Employer to hire at least one (1) journeyman on the sixth working day from the Local Union 467 Hiring Hall. It is not the intent of the parties to require the Employer to employ such additional employee upon work such as punch list items, single family residences under a single contract, service and repair and the like. However, where such work is clearly available the Employer must employ the additional journeyman.

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

ARTICLE V
LOCAL #467 SUBSTANCE ABUSE POLICY

37. Local Union #467 and the Signatory Employers have agreed to a Uniform Substance Abuse Policy for implementation by any Employer who elects to do so under the terms and conditions set forth in such policy described in Addendum "A".

ARTICLE VI
NO STRIKES OR LOCKOUTS

38. The parties hereto agree that while the Agreement is in effect there shall be no strike, lockout or other work stoppage, except that it is understood that a stoppage of work because of Local Building and Construction Trades Council sanction shall not be considered or construed to be a violation of this Agreement.

39. It is mutually agreed and understood that during the period when this Agreement is in force and effect that the Employer will not authorize any lockout, and no Individual Employer will lockout his employees and the Union will not strike, slowdown, or stop work, in any dispute, complaint or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints or grievances as arise out of failure or refusal of the Employer:

- A. To issue negotiable payroll checks,
- B. To comply with the provisions of Article III and Article IV of this Agreement,
- C. To comply with the provisions of Article XVI of this Agreement,
- D. To comply with the decisions of a Joint Conference Board or arbitrator.

As to any such Individual Employer who shall fail or refuse to comply with the provisions of Article VI, so long as such failure or refusal continues, it shall not be a

violation of this Agreement if the Union withdraws employees who are subject hereto from the performance of work of such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages.

ARTICLE VII JOINT CONFERENCE BOARD

40. It is the intention of the parties to this Agreement to settle problems that may arise on a local level; however, in order to provide means for uniform interpretation and application of this Agreement in respect to any provisions upon which the parties may disagree, the parties hereto shall proceed to set up a Joint Conference Board of six (6) members, three (3) members shall be selected by the Union and three (3) members by the Association the Individual Employer is a member of or has authorized to represent it.

41. The Joint Conference Board shall meet once every quarter and upon call of the Chairman or Vice Chairman, shall select a Chairman, Vice Chairman, and a Secretary from its membership, and shall determine all other details necessary to promote and carry on the business for which it is appointed. Two (2) members appointed by the Association and two (2) members appointed by the Union shall constitute a quorum for the transaction of the business of the Board; the number of votes allowed to each side, however shall in no event exceed the lesser number of Union or Employer members present, as the case may be.

42. The Joint Conference Board shall be empowered:

- A. To promote the mutual interest of the parties hereto.
- B. To establish general recognition and enforcement of the wages, hours and working conditions of this Agreement.
- C. To hear and adjust disputes, complaints and grievances between the Union and any Employer Association party hereto or any Individual Employer involving the interpretation or enforcement of this Agreement.
- D. To hear and determine grievances of employees or applicants for employment under Paragraph 36 of Article IV.

43. Matters arising under Paragraph 42. A. or B. above may be referred to the Joint Conference Board by any party to this Agreement by letter to the Secretary requesting that the same be placed on the agenda for the next regular meeting of the Board for discussion and whatever action the Board may deem advisable.

44. Disputes, complaints and grievances arising under Paragraph 42. C. shall be referred in writing by the complaining party to the Secretary of the Board, together with a statement of the dispute, a copy thereof to be served on the other party.

45. The other party may, if it so desires, within five (5) days of receipt of such statement, serve its own written statement of the dispute upon the Secretary of the Board, a copy to the referring party. Grievances arising under Paragraph 42. D. shall be referred in the same manner, except that such grievances may be referred by the Union or the employee aggrieved.

46. Upon such referral, the Joint Conference Board shall take jurisdiction of the dispute, complaint or grievance and proceed to hear the same not later than it's next regular meeting. It's decision shall be final and binding upon the parties.

47. If the Joint Conference Board cannot agree on a decision within fifteen (15) days of meeting to consider the dispute, complaint or grievance, it shall lose jurisdiction thereof and shall choose an impartial arbitrator, who shall have full authority to decide the matter. If the Joint Conference Board cannot or does not agree upon an impartial arbitrator within the next ten (10) days, either party to the dispute, complaint or grievance may request the American Arbitration Association to submit a panel of ten (10) names from which the selection of an impartial arbitrator shall be made by lot.

48. Any expense of employing such impartial arbitrator shall be borne equally by the parties hereto. Employees filing grievances under Paragraph 34 of Article IV shall not be required to bear such expense or any part thereof.

49. Neither the Joint Conference Board nor the impartial arbitrator shall have the power to add to or to alter the terms of this Agreement.

50. No dispute, complaint or grievance which is not called to the attention of the Union or the Employer Association to which the Employer belongs and the Individual Employer involved by the referring party within thirty (30) days of the occurrence giving rise to the same, shall be recognized by the Joint Conference Board.

ARTICLE VIII JURISDICTIONAL DISPUTES

51. In the event of any dispute between Local Unions of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO as to the jurisdiction of the work performed by Employers, such dispute shall be referred to and settled by the United Association. In the event of any dispute as to jurisdiction of the work covered by the terms of this Agreement by reason of any such work being claimed by a Union or Unions other than the United Association, such dispute shall be referred to and settled by the procedure established by the Building and Construction Trades Department of the American Federation of Labor-Congress of Industrial Organizations. In either event, the parties hereto agree that there will be no slowdown or stoppage of work; and each agrees that the decisions

of the authorities stipulated herein shall be final and binding upon them, except for a violation as set forth in Paragraph 4.

ARTICLE IX APPRENTICE AND TRAINING

52. In order that an adequate supply of competent skilled craftsmen shall be available at all times, it is agreed between the parties hereto that Apprenticeship Training shall conform to the Apprenticeship Standards prepared by the Joint Apprenticeship and Training Committee of the Plumbing and Pipe Fitting Industry and approved by the California Apprenticeship Council and/or Bureau of Apprenticeship Training.

53. The Local Union business office and/or the J.A.T.C. shall see that all apprentices receive diversified training within their respective trades. In the event of the pending transfer or removal of an apprentice, the Union business office shall notify the J.A.T.C.

54. The Joint Apprenticeship Training Committee shall consist of twelve (12) members, six (6) appointed by the Union and six (6) appointed by Management. The six (6) Union members shall consist of the Business Manager and five (5) journeymen primarily engaged in the different phases of the industry. The six (6) Management representatives shall all have their primary place of business in San Mateo County and represent, as far as possible, the different phases of the industry.

ARTICLE X WAGE SCHEDULE AND FRINGE BENEFITS

55. JOURNEYMAN AND APPRENTICE WAGE CLASSIFICATIONS.

A. There are six (6) classifications of journeymen employees and three (3) classifications of apprentice employees covered under this agreement for the purpose of determining total pension contributions. Classification is based upon industry seniority under the Collective Bargaining Agreements entered into with Contractors by the Union and the attainment of advanced levels of experience and status within the trade. Applicable terms and conditions of this Agreement shall be applied in accordance with attained classification. Applications for classification designations shall be submitted to the Business Manager/Financial Secretary of the Union, and upon his/her recommendations, classification designations shall be granted upon verification that the applicant has achieved the requisite experience as outlined below and the Employer notified in writing:

CLASS 0 employees shall consist of all employees who have not met the requirements of Classes 1, 3, 5, 7 & 10. 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 a U.A. Local No. 467 Collective Bargaining Agreement.

CLASS 3 employees shall consist of employees who have performed at least four (4) years at the trade pursuant to a U.A. Local No. 467 Collective Bargaining Agreement or who within the twelve (12) months immediately preceding application for Class 3 status have been regularly employed as a Foreman and/or General Foreman pursuant to a U.A. Local No. 467 Collective Bargaining Agreement for at least six (6) months.

CLASS 5 employees shall consist of employees who have performed at least five (5) years at the trade pursuant to a U.A. Local No. 467 Collective Bargaining Agreement or who within the twelve (12) months immediately preceding application for Class 5 status have been regularly employed as a Foreman and/or General Foreman pursuant to a U.A. Local No. 467 Collective Bargaining Agreement for at least twelve (12) months.

CLASS 7 employees shall consist of employees who have performed at least seven (7) years at the trade pursuant to a U.A. Local No. 467 Collective Bargaining Agreement or who within the twelve (12) months immediately preceding application for Class 7 status have been regularly employed as a Foreman and/or General Foreman pursuant to a U.A. Local No. 467 Collective Bargaining Agreement for at least twelve (12) months.

CLASS 10 employees shall consist of employees who have performed at least ten (10) years at the trade pursuant to a U.A. Local No. 467 Collective Bargaining Agreement or who within the twelve (12) months immediately preceding application for Class 10 status have been regularly employed as a Foreman and/or General Foreman pursuant to a U.A. Local No. 467 Collective Bargaining Agreement for at least twelve (12) months.

B. Effective as of hours worked in Covered Employment on or after July 1, 2008, an Employee working for an employer in employment which is covered under the Master Labor Agreement with U. A. Local 467 shall have the opportunity to designate that certain portions of his or her wages be allocated to a Health and Welfare Extended Reserve Account which is part of the U. A. Local 467 Health and Welfare Plan as follows:

<u>Classification</u>	<u>Amount of Contribution to Extended Reserve Account</u>
J-A	\$ 1.00
J-B	\$ 2.00
J-C	\$ 3.00
J-D	\$ 5.00

It is understood that the Employee's basic wage rate (including overtime hours) will be reduced by the amount designated for the Health and Welfare Extended Reserve Account.

A Covered Employee shall have the opportunity to designate the appropriate contribution level to the Health and Welfare Extended Reserve Account at least once annually at a time designated by U. A. Local 467. The initial designation shall take place prior to July 1, 2008 and each July 1 thereafter, and shall remain in effect for future years unless the Employee changes or eliminates the amount deducted prior to May 31 for each ensuing year.

C. APPRENTICE CLASSIFICATIONS. Apprentice Classification CO through H2 shall be applied as follows:

CO	1st Period
DO	2nd Period
EO	3rd & 4th Period
FO	5th & 6th Period
GO – G1	7th & 8th Period
HO – H2	9th & 10th Period

D. CHANGE OF CLASSIFICATION. Each employee shall submit to the Business Manager/Financial Secretary of the Local Union any classification change request no later than May 31 of each year. Upon approval by the Union, such classification shall be effective July 1. The Union shall notify the Contractor of the approved classification of each employee on or before June 20. Any Contractor not so advised shall effective July 1 of each year contribute for such employees as Class 0 employees, and such classification shall continue through June 30 of that year.

E. NOTIFICATION OF CLASSIFICATION CHANGE. Classification change notifications shall be in writing upon an approved form and in accordance with any rules and regulations adopted from time to time by the U.A. Local No. 467 Hiring Hall. Upon notification by the Union to the Individual Contractor of an approved classification change, the Individual Contractor 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, and no more than one (1) classification change may be effected during any contract year, and shall be effective as of July 1, provided the Contractor received notice of such change on or before the immediately preceding June 20.

56. JOURNEY AND FOREMAN WAGES. Effective July 1, 2009, the basic minimum hourly straight time wage rate, including vacation, shall be as follows:

**MASTER LOCAL 467 AGREEMENT
EFFECTIVE JULY 1, 2009**

JOURNEYMAN	<u>J - 0</u>	<u>J - 1</u>	<u>J - 3</u>	<u>J - 5</u>	<u>J - 7</u>	<u>J - 10</u>
Base Rate	\$47.75	\$46.75	\$44.75	\$42.75	\$40.75	\$37.75
Vacation	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
TOTAL TAXABLE	\$51.75	\$50.75	\$48.75	\$46.75	\$44.75	\$41.75

FOREMAN

Base Rate	\$52.93	\$51.93	\$49.93	\$47.93	\$45.93	\$42.93
Vacation	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
TOTAL TAXABLE	\$56.93	\$55.93	\$53.93	\$51.93	\$49.93	\$46.93

GENERAL FOREMAN

Base Rate	\$58.10	\$57.10	\$55.10	\$53.10	\$51.10	\$48.10
Vacation	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
TOTAL TAXABLE	\$62.10	\$61.10	\$59.10	\$57.10	\$55.10	\$52.10

A. FOREMAN AND GENERAL FOREMAN WAGE RATES. Foremen shall receive not less than 10% and general foremen shall receive not less than 20% over the straight time hourly wage rate for journeymen, including vacation payments.

B. FUTURE INCREASES.

Building Trades Journeyman Plumber, Pipefitter and Refrigeration Air Conditioning Fitter

1. Effective July 1, 2010 the total journeyman cost package shall increase by \$3.50 per hour.
2. Effective July 1, 2011 the total journeyman cost package shall increase by \$3.50 per hour.

C. The Union shall have the right to allocate the increases provided for in Paragraph B, above, to wages or fringes, excluding Employer Funds.

D. During the term of the Agreement the Union shall have the right to move moneys from wages to any of the fringes as is necessary to protect the fringe benefits.

E. The Union shall have the right, with the concurrence of the affected Board of Trustees, to move moneys from one fringe benefit fund to another during the term of the Agreement.

57. FRINGE BENEFIT AMOUNTS. Effective July 1, 2009 the fringe benefit rates shall be as follows:

MASTER LOCAL 467 AGREEMENT

	<u>J - 0</u>	<u>J - 1</u>	<u>J - 3</u>	<u>J - 5</u>	<u>J - 7</u>	<u>J - 10</u>
Vacation	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Pension	12.12	13.12	15.12	17.12	19.12	22.12
Health & Welfare	9.58	9.58	9.58	9.58	9.58	9.58
Training Fund	.66	.66	.66	.66	.66	.66
Hiring Hall	.17	.17	.17	.17	.17	.17
Contract Administration	.21	.21	.21	.21	.21	.21
Industry Promo. & Advertising	.18	.18	.18	.18	.18	.18
International Training Fund	<u>.10</u>	<u>.10</u>	<u>.10</u>	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$27.02	\$28.02	\$30.02	\$32.02	\$34.02	\$37.02

58. APPRENTICE WAGES. Apprentices shall be paid a percentage of the basic minimum hourly straight time journeyman wage rate as provided for in Paragraph 56. Effective July 1, 2009, the Apprentice Wage Rates are:

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	<u>PERCENTAGE</u>	<u>TOTAL TAXABLE</u>	<u>INCLUDING VACATION</u>
1st Period	40%	\$20.70*	.00
2nd Period	45%	\$23.29**	\$2.60
3rd & 4 th Periods	50%	\$25.88***	\$2.60
5th & 6 th Periods	60%	\$31.05***	\$2.60
7th & 8 th Periods	70%	\$36.23***	\$2.60
9th & 10th Periods	85%	\$43.99***	\$2.60

* Plus Training Funds and Health & Welfare.

** Plus all Fringes except Pension.

*** Plus all Fringes including graduating Pension contribution.

59. A) Apprentices shall have no pension contribution paid on their behalf for the first (1st) or second (2nd) period of Apprenticeship.

B) The Defined Benefit Pension contribution for all third (3rd) period thru tenth (10th) period apprentices shall be that portion of the Building Trades Journeyman defined benefit contribution equal to the percentage of the Building Trades Journeyman rate of pay for their period of apprenticeship. Example: 6th period apprentice = 60% of the journeyman's pay shall also receive 60% of the journeyman pension contribution. 9th period apprentice = 85% of the journeyman pay and shall receive 85% of journeyman pension contribution and so on.

C. The increase will be paid on July 1 of each year except for the first and second period. In order to be eligible for an increase, the apprentice must have worked 1600 hours in the previous calendar year.

D. Should the apprentice complete his Related Training Hours before his on-the-job hours or vice versa, he will become a junior mechanic at 85% of the hourly journeyman rate until he completes both phases of his training.

60. VACATION AND HOLIDAY DEDUCTION. The Individual Employer shall deduct from the basic hourly wage rate of each journeyman, foreman and general foreman as provided in Paragraph 56 and pay into the U.A. Local No. 467 Vacation Trust Fund, as provided in Article XVII, the agreed upon sum per hour for each hour worked by them, whether straight time or overtime.

61. The Individual Employer shall deduct from the basic hourly wage rate of each apprentice as provided in Paragraph 58 of the Article, and pay into the U.A. Local No. 467 Vacation Trust Fund, as provided in Article XVII hereof, the agreed upon sum per hour for each hour worked by them, whether straight time or overtime.

62. The employee's regular check shall include his basic minimum hourly wage, straight time and overtime, less the amount so deducted for vacation and holiday pay and less all employee's taxes computed upon the full amount of the basic minimum hourly wage rate as though no deduction for vacation and holiday pay has been made; the amount so deducted as vacation and holiday pay shall be paid net into the U.A. Local No. 467 Vacation Trust Fund, without further deductions of any sort, except as provided in Article XVIII, to be held and dispersed as provided in Article XVII of this Agreement.

ARTICLE XI WORKING CONDITIONS

63. EMPLOYER WORKING WITH TOOLS. Except as provided herein, no Employer shall work with the tools of the trade. An "Employer" shall be deemed to include any person, R.M.E. or R.M.O., and any person who by himself or through a member of his immediate family owns shares in, is a general or limited partner of, a firm which performs work covered by this Agreement. On new construction work an Individual Employer may work with the tools of the trade within the territorial jurisdiction of Local Union No. 467 provided:

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

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

C. They employ a Journeyman or Apprentice covered by this Agreement to work with them.

D. The name of the Contractor who will work with the tools of the trade is on file with the Local Union. This privilege is restricted to the holder of all licenses whether he be the owner, or the R.M.E. or R.M.O.

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

64. Individual Employers, including sole proprietors, members of partnerships or other unincorporated Individual Employers, officers and directors, or shareholders holding 25% or more of the outstanding stock of corporate Individual Employers, and responsible managing officers or employees of Individual Employers, may however work upon jobbing and repair work, but only when the entire job will take no more than four (4) hours to complete. No more than one such person shall be permitted to work with the tools of the trade at any given time for any one Individual Employer, and then only if the Individual Employer has previously notified the Union in writing of the name of the person in question, it being conclusively presumed, in the absence of such notice, that the use of the tools of the trade by any person other than the employees covered by this Agreement, for any Individual Employer, is in violation of this paragraph.

65. TRAVEL ALLOWANCE. A free zone shall be established within 40 highway miles of Local Union 467's referral office at 1519 Rollins Road, Burlingame, California, for those men referred from this Local Union's referral office, and a FREE ZONE of 40 highway miles shall be established around the Individual Employer's shop for those men referred from the Individual Employer's shop.

66. On jobs over forty (40) highway miles from the Local Union's referral office or the Individual Employer's shop, the workman shall receive \$10.00 per day travel allowance. Where the workman is required to stay overnight on jobs over forty (40) highway miles from the Local Union's referral office or the Individual Employer's shop the Employer will furnish appropriate board and lodging satisfactory to the employee. On jobs more than forty (40) highway miles from the Local Union's referral office or the Individual Employer's shop where the workman is required to stay overnight more than five (5) consecutive days, he shall be paid \$100.00 per week, and in addition thereto, at the start and finish of the job shall be paid travel time in an amount equal to the straight time rate, not to exceed eight (8) hours in any work day and transportation at the rate of regular railroad or bus fare. Where the workman is transported to and from the job on equipment furnished by the Individual Employer, travel allowance and transportation shall not be due.

67. "Shop" is defined to be the Individual Employer's permanent place of business or permanent branch place of business and shall not include jobsite shops or other temporary places of business.

68. EMPLOYER VEHICLES. The Individual Employer's vehicle transporting employees shall be driven by a competent driver. No employee shall accept transportation in an Individual Employer's vehicle unless it is satisfactorily enclosed

against the elements of the weather. A vehicle shall be provided with seats or benches. Employees are expressly forbidden to ride in the bed of trucks that contain gasoline, solvents, pipe, fittings, equipment or materials.

69. FOREMAN RATIO. The selection and number of foreman is the responsibility of the Individual Employer, subject only to the following qualifications:

A. On any job where there are more than three (3) and not more than twelve (12) journeymen, one journeyman shall be selected by the Individual Employer to act as foreman and shall receive foreman's rate.

B. When more than twelve (12) journeymen are employed on any job, a foreman shall be selected by the Individual Employer in the ratio of one (1) foreman for each twelve (12) journeymen, but the number of journeymen assigned to work under each foreman shall be at the discretion of the Individual Employer.

C. Notwithstanding Paragraph (B), not more than one foreman shall be required in the fabricating and welding bays and the use of additional foremen shall be at the discretion of the Individual Employer.

D. Foremen shall be entitled to perform any of the duties normally assigned to a journeyman when there are not over six (6) journeymen employed.

E. When there are two or more foremen there shall be a general foreman.

F. The general foreman may give orders directly to workmen provided he advises the foreman of such as soon as practicable.

70. A. HOLIDAYS -- NEW CONSTRUCTION. The following shall be considered holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- The Friday after Thanksgiving
- The day before Christmas Day
- Christmas Day
- The day before New Year's Day

If a holiday falls on a Sunday, the Monday next following shall also be a holiday. Should any holiday fall upon a Thursday or a Saturday, the Friday next following the Thursday holiday or next preceding the Saturday holiday shall also be a holiday. If a holiday falls on Monday, the preceding Friday will be a holiday at the option of the

Employer. Work performed upon any such holiday shall be paid at the applicable overtime rate according to the nature of the work performed. No work shall be required upon Labor Day in any event except in cases of extreme emergency.

B. OFF DAYS -- NEW CONSTRUCTION. As a result of the return to a forty hour work week, there shall be a maximum of four Off Days per year. Such Off Days shall be scheduled in conjunction with the present Holidays and will, whenever possible, conform to the Holiday and Off Day schedule of the Carpenters' calendar.

All work performed on a designated Off Day shall be paid at one and one half (1 1/2) the straight time rate for the first ten (10) hours. All other work performed in excess of the first ten (10) hours shall be paid at double the straight time rate.

71. HOLIDAYS -- SERVICE AND REPAIR. The following shall be considered holidays:

<u>Plumbing Service & Repair</u>	<u>Refrigeration A/C Service</u>
New Year's Day	New Year's Day
Martin Luther King's Birthday	President's Day
President's Day	Memorial Day
Memorial Day	Fourth of July
Fourth of July	Labor Day
Labor Day	Thanksgiving Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Day	Christmas Day

If a holiday falls on a Sunday, the Monday next following shall also be a holiday. If a holiday falls on a Saturday, the Friday preceding the Saturday holiday shall also be a holiday.

72. All parties shall comply with all state laws, and city and county ordinances pertaining to the Plumbing, Heating and Pipe Fitting Industry, including all federal and state safety and health measures and laws.

73. EMPLOYEE DEFECTS OF WORKMANSHIP. The employee shall be responsible for defects of workmanship resulting from his own negligence. When an employee installs work covered by this Collective Bargaining Agreement in violation of the city and county ordinance pertaining to the Plumbing, Heating and Pipe Fitting Industry, he may be required by the Employer to correct the faulty workmanship during the regular work day without additional cost to the Employer, except that the Employer will pay the minimum Federal wage for such work performed. If there is a disagreement between the Employer and the employee over the quality of the work performed, such disagreement shall be first adjusted between the representatives of the Union and the Employer. If such disagreement is not settled in this manner either of said parties may refer the same to the Joint Conference Board for a determination.

74. HAZARDOUS CONDITIONS. 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. In any event, the manufacturer's recommendations shall be followed in the handling, installing or usage in any way whatsoever of any material, fixture or fitting being used, handled or which any employee covered by this Agreement is around. In the event that an Employer does not provide the protection necessary or the equipment specified, the Union shall withdraw the employee(s) from the job.

75. VOTING TIME OFF. Employees shall be allowed time off to vote as provided in the Election Code of the State of California.

76. No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitations or restriction on the use of machinery, tools, or other labor saving devices supplied by the Individual Employer, provided such equipment is operated in accordance with the jurisdictional awards of the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations, and approved by the Industrial Accident Commission of the State of California.

77. EMPLOYEE TESTS. Whenever any test is required of any workman by an Individual Employer by reason of the specification of the 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 a minimum of four (4) hours at straight time.

78. NO SUBCONTRACTING OR PIECE WORK BY EMPLOYEES. No workman will be permitted to subcontract or perform piece work on the installation of any plumbing, heating or piping work or any other work under the jurisdiction of the Local Union, or to work in any shop where subcontracting is practiced by the employees.

79. UNION JOB ACCESS. The Business Representative of the Local Union having jurisdiction over the area in which any job is located 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 the Agreement are being complied with. If any condition requiring adjustment is observed, he shall report them to the Individual Employer or his authorized representative.

80. STEWARDS. A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the Local Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times which consists of those duties assigned to him by the Business Manager or Business Agent. It is understood and agreed that the steward's duties do not include any matters relating to referral, hiring, and termination. The Union agrees that such duties shall be performed as expeditiously as possible and

the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. The Union shall notify the Employer of shop steward appointment in writing to provide a record for the Employer. The shop steward shall have no authority to settle any disputes between the Union and the Individual Employer or to bind the Union by his statements or demands unless the same shall have been expressly confirmed and approved in writing to the Individual Employer by the Business Manager of the Union.

81. The steward shall be the last working journeyman laid off or transferred, excluding supervisors, provided he has the skills and knowledge required to complete the job. The steward shall be given the opportunity to work on any overtime, provided he is competent and capable of such. The Business Manager shall be notified before the steward is terminated.

82. TOOLS. No tools shall be furnished by any workman, except that workmen may furnish their own hoods and goggles. The Employer shall furnish workmen with clear glass for their hoods and goggles and welding leathers where required on overhead position welding and bell hole footings and shall furnish hoods to the apprentices for their protection.

83. The workman shall be responsible for all tools entrusted to him for his exclusive use. When the workman starts his employment, he shall be furnished with a list of tools, which he shall sign, copy to be furnished to him, previously priced by the Joint Conference Board. He may furnish his own lock or request the Employer to do so. Upon the workman's termination of employment he shall check the list with the Employer at the time of his leaving and shall reimburse said Employer for any tools lost through his own negligence or willful act of omission. The Employer shall replace all broken and/or worn out tools. A secure place for the storage of tools for other than working hours shall be furnished by the Employer. All questions of employee liability for lost tools shall be resolved by the Joint Conference Board.

84. When employees covered under the terms and conditions of a U. A. Local #467 Collective Bargaining Agreement are required by the employer to move from one project or job to another within San Mateo County, they may be allowed, but not required, to transport the employers hand tools in a tool box or five gallon bucket or other similar sized container between such projects or jobs. No employee shall be allowed to transport any equipment or materials other than the above described hand tools in their personal vehicle.

85. EMPLOYER TRUCK IDENTIFICATION. All Employer's trucks are to be identified by a sign and number on both sides of the truck, legible at one hundred (100) feet, painted or permanently attached thereto, displaying the name of the firm.

86. No employee shall drive an Employer's truck unless it shall be identified as described herein.

87. Every truck must have a competent driver, who shall be paid at his prevailing straight time rate.

88. WORK PERMITS. It will be the responsibility of the Employer and employee to see that "Work Permits" are obtained for all work performed on Saturdays, Sundays and Holidays.

89. POSTING OF WORK PERMITS. Permits must be posted on the job or at the Union Office and must contain the date, job name, and address, and employees' names.

90. JURY DUTY. Employees shall be allowed time off to serve on jury duty, without compensation from the Individual Employer.

ARTICLE XII CONSUMER PROTECTION

91. CONSUMER PROTECTION COMMITTEE. There shall be formed a Consumer Protection Committee comprised of representatives from each signatory Management Association and members of U.A. Local No. 467.

92. Its purpose shall be to assure that employees working under the U.A. Local No. 467 Agreement perform their work in accordance with accepted plumbing code standards in a workmanlike manner.

93. This Committee will have the authority to develop and adopt standards of performance which shall be incorporated herein, and hear complaints regarding compliance with these standards.

94. This Committee will develop mutually acceptable procedures for enforcement of the standards.

ARTICLE XIII HOURS OF WORK

95. HOURS OF WORK. The work day and the work week shall be 40 hours a week, 5 days, Monday through Friday. The regular work day shall consist of eight (8) hours, commencing at 6:30 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m. at the option of the Employer and ending at 3:00 p.m., 3:30 p.m., 4:00 p.m. or 4:30 p.m., respectively, including a one half hour lunch period.

96. REST PERIODS. (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the work day. The authorized rest period time shall be based

on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

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

(C) A rest period need not be authorized for employees whose total daily work counted as hours worked for which there shall be no deduction from wages.

(D) Any dispute concerning the above paragraphs (A – C) shall be referred to the Joint Conference Board.

97. WORK WEEK. The regular work week and the regular work day for jobbing and repair throughout the term of this Agreement shall consist of 40 hours, Monday or Tuesday 8 a.m. through Friday or Saturday 4:30 p.m. with two (2) consecutive days off, and the regular work day shall consist of eight (8) hours, commencing at 8 a.m. and ending at 4:30 p.m. including a one-half hour lunch period.

98. OVERTIME. The first two hours Monday thru Friday, immediately before or after regular working hours, shall be paid at one and one-half (1 1/2) times the straight time rate. All overtime in excess of the first two hours immediately before or after regular working hours shall be paid at double (2) times the straight time rate. 12:00 o'clock midnight shall be the separation between days worked. Overtime work that is started prior to 12:00 o'clock midnight and continues into the next day shall be paid at double (2) times the straight time rate until the employees are relieved. Overtime work that is started after 12:00 o'clock midnight shall be paid at the appropriate overtime rate until the employees regular shift begins.

A. The first ten (10) hours on a Saturday shall be paid at one and one-half times the straight time rate. All work on Saturday in excess of the first ten (10) hours shall be paid at double the straight time rate.

B. All work performed on Sundays and holidays shall be paid at double the straight time rate.

C. Jobbing and repair work shall be paid for at one and one-half (1 1/2) times the straight time rate.

99. OVERTIME MEAL BREAK. After two (2) hours overtime is worked, workmen shall be entitled to a one-half (1/2) hour lunch period at overtime rate and a one-half (1/2) hour lunch period at overtime rate for every four (4) hours thereafter.

100. STARTING WORK. Workmen shall not be at the Individual Employer's shop, yard or place of work ready for work prior to five (5) minutes before the commencement of the work day, and under no circumstances shall the employee leave the Individual Employer's shop, yard or his place of work prior to the end of the work day.

101. Where, because the work area is located inside an industrial plant, 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 Individual 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. If the Union's representative cannot agree on a reasonable time the matter shall be referred to the Joint Conference Board and the decision of the Board shall be binding on all parties.

102. SHIFT WORK. Shift work may be performed at the option of the Employer with fortyeight (48) hour notice prior to the start of the shift, but when it is performed, it must continue for a period of not less than three (3) consecutive work days. Saturday and Sunday, if worked, may be considered for establishing the minimum three (3) days shift work period.

A. NORMAL SHIFTS. The regular starting time of the day shift shall be 6:30 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m. at the option of the Employer, the regular starting time for the swing shift shall be between 3:00 p.m. and 4:30 p.m. depending on the start of the day shift. The regular starting time for the graveyard shift shall be between 11:00 p.m. and 12:30 a.m., depending on the start of the swing shift, except that at the discretion of the Employer, the first shift may be either a swing or graveyard shift. The foregoing starting times may be changed when mutually agreed to between the Individual Employer and the representative of the Local Union.

B. Where two or three shifts are worked, the day shift shall be established on an eight (8) hour basis; the swing shift shall be established on a seven and one-half (7 1/2) hour basis; and the graveyard shift shall be established on a seven (7) hour basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rate herein provided. In the case of a multiple shift operation, in no event shall the number of employees on a swing or graveyard shift exceed the number of employees on the day shift by more than fifty percent (50%). The foregoing shift work provision may be modified by mutual agreement of the Union and Individual Employer.

C. SPECIAL SHIFT(S). When the Individual Employer produces evidence in writing to the Local Union of a bona fide job requirement for an owner which certifies that work can only be done outside the normal shift hours, and notifies the Local Union by certified mail at least three (3) days prior to the start of such 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.

D. The straight time rate for such special shift(s) shall be 15% per hour above the straight time wage rate specified in the Local Agreement.

103. REPORTING PAY. Any workman, after being hired and reporting for work at the regular starting time, and for whom no work is provided, shall receive pay for four (4) hours at the prevailing rate of wages unless he has been notified not to report, and any workman who reports to work and for whom no work is provided shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one day shall receive not less than a full day's pay; an employee laid off at or before 12:00 o'clock noon shall be paid for time worked but not less than four (4) hours. However, the exception shall be when strike conditions make it impracticable to put such an employee to work or where stoppage of work is occasioned thereby or when a workman leaves his work on his own accord, or on overtime work. An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this paragraph, the employee must remain on the job available for work and work if so instructed during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on overtime day or shift work, the premium rate shall be paid. The Employer shall not be required to pay if he notifies his employees at least one (1) hour prior to regular starting time not to report for work.

104. Workmen will be referred between the hours of 8 a.m. and 9 a.m., and will be paid from the time indicated on the referral.

105. PAY DAY shall be once each week with not more than three (3) day's pay being withheld, except that if because of the size of the job and payroll more time is needed, the time may be extended to not more than five (5) days. 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 worked prior to discharge. Workmen shall be laid off only at noon or at the end of the regular work day, or at the end of the shift.

ARTICLE XIV FABRICATION

106. FABRICATION. The parties agree that Paragraph 107 and 108 are a material and substantial part of this Agreement, establishing terms of employment.

107. It is the intent of the parties that their past practices with respect to fabrication shall continue, including but not limited to the items listed below. It is further agreed that all fabrication which has normally and traditionally been done by the employees covered by this Agreement shall continue to be, and must be, performed by them.

A. "Fabrication" is defined to mean cutting, threading and/or joining together by any means or method all kinds of pipe regardless of it's composition.

B. All employees performing work covered in this Fabrication section shall be paid at a rate not less than the total cost package provided in this Agreement. At written request of the Local Union, the Employer will supply Certified Payroll as proof of compliance of this provision. The following items must be fabricated either on the jobsite or in the Contractor's shop or yard within the geographical area of San Mateo, Santa Clara or San Benito Counties:

1. Standard mill-run lengths of pipe are not fabricated material for the purpose of this Agreement. Custom lengths of all pipe regardless of it's composition, including all soil and/or waste pipe cut to length only, are fabricated material with the exception of pipe nipples up to twelve inches (12") in length.

2. All pipe fabrication for specialty units, service facilities, or heating or air conditioning equipment used in building facilities or manufacturing establishments.

3. All Hanger rods.

4. All piping for comfort heating and air conditioning.

5. All soil and/or waste pipe regardless of size or composition of materials.

6. All Durham pipe regardless of size.

7. All radiant heat piping.

8. All screwed pipe for whatever purpose regardless of size.

9. All butt welding of mill-run lengths regardless of size (unless a part of a dimensional weld pipe formation).

10. All welded, soldered and/or brazed pipe formations, two inches (2") and under.

11. All knee braces, brackets, stands and custom-made pipe hangers.

12. All piping two and one half (2 1/2) inches and over in diameter, except for piping listed in Paragraph 108, all piping regardless of size which requires heat or other special treatment, and all bends 2 1/2 inches and over in diameter may be used by the Individual Employer provided such piping was fabricated by a shop signatory to the United Association National Minimum Standard Commercial Pipe Fabrication Agreement. The United Association Fabrication Label must be affixed to all such fabricated pipe to comply with this provision.

(C) Pre-fabrication side letter shall become part of this Agreement. The side letter shall cover San Francisco County, Alameda County or Contra Costa County.

In the event it is determined through the grievance procedures that the Employer has violated the sections of this Article, employees who should have performed the work shall be reimbursed for all wages lost and the Employer shall make the fringe benefit contributions for all days, or fraction of days, lost during the period of violation to the date the Employer corrects the violation and notifies the Union in writing that the violation has been corrected.

108. If any prefabricated item is ordered or specified by persons other than the Signatory Contractor, all of the terms and conditions of this Article shall apply except that in the event there is a violation of the Fabrication clause, under these circumstances, the Employer shall pay as damages the wages and fringe benefits lost to the person or persons registered on the top of the Union's out-of-work list. The Union, under these circumstances, shall not have the right to strike, picket or engage in other economic action. It is understood and agreed that the provisions of this Article shall be enforced only to the extent necessary to protect and preserve to the employees in the multi-employer collective bargaining unit covered by this Agreement the aforesaid work of fabrication, which has normally and traditionally been done by them. It is further understood and agreed that enforcement of this provision shall not include any self-help on the part of the Local Union such as the removal of employees from the job. All enforcement will be under the grievance procedure of the Collective Bargaining Agreement.

ARTICLE XV FAVORED NATION

109. No Employer bound hereby shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Employers working under a Collective Bargaining Agreement with the Union covering similar work in the same locality, except:

110. When a project to be constructed in the area of San Mateo County presents a unique problem of manning, hours worked, or effective competition, the Individual Employer may, through his representative Association, petition the Special Project Committee for Special Project Agreement consideration.

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

112. When a Contractor signatory to the National Construction Agreement of the United Association bids on any job or project, all Individual Employers covered by this Agreement who bid on such job or project shall enjoy on such job or project only, all of the provisions of the National Construction Agreement of the United Association to the extent they are more favorable to the Individual Employer.

113. There shall be established a Committee of two (2) representatives of Labor and two (2) representatives from Management called the Special Project Committee.

114. This Committee shall be empowered to grant Special Project Agreements, which shall not be subject to the Favored Nation clause, in order to preserve work for the parties to this Collective Bargaining Agreement. The Committee shall have the right to waive any condition in the Agreement, but only on a particular jobsite.

115. Minutes of all meetings will be mailed to all signatory Contractor Associations of any special Agreements.

ARTICLE XVI TRUST FUNDS

116. Effective July 1, 2009 the agreed upon amounts per hour (as per Paragraph 57 & 58) shall be paid into each of the Following Trusts:

- Vacation & Holiday Fund
- Pension Trust Fund
- Health & Welfare Trust Fund
- Journeyman and Apprentice Training Fund
- International Training Fund
- Hiring Hall Trust Fund
- Contract Administration Fund
- Industry Promotion & Advertising Fund

117. Each Trust Fund shall be administered in accordance with the several Trust Agreements and amendments thereto creating and establishing the same.

118. The Individual Employers are and shall be bound by all of the terms and provisions of said Trust Agreement and amendments thereto that are now in effect or may hereafter be adopted.

ARTICLE XVII EMPLOYEE VACATION AND HOLIDAY PLAN

119. The Individual Employer shall deduct from the regular wages of his employees, as provided in Article X, the sums indicated for Vacation Pay and Holiday Pay, per hour paid to each of his employees for work covered by this Agreement and remit the same to the bank selected by the parties hereto, to be placed in a special account to be know as the U.A. Local No. 467 Vacation and Holiday Account and credited to the name of each employee as hereinafter provided.

120. Said payments shall be made on or before the 20th day of the month following the month in which the work was performed and shall be considered delinquent if not received by the bank prior to midnight of said day. Each Individual

Employer shall include said payments in the same check for which he makes his payments to the various Trust Funds provided for in this Agreement.

121. All taxes due from each employee by reason of such payments shall be deducted by the Individual Employer from the employees wages as provided in Article X and such deductions, together with the amounts payable to the U.A. Local No. 467 Vacation Trust and Holiday Account, shall be separately noted on the paycheck or accompanying voucher.

122. Each employee credited with any amount or amounts so paid into the Employee Vacation and Holiday Account shall have a vested irrevocable right in and to the same less dues, if any, deducted in accordance with Article XVIII, and may withdraw the same in whole or in part at any time, together with such interest as may have accrued thereon, upon issuance of a written withdrawal authorization signed by the employee. Neither the Union nor any Association nor any Individual Employer shall impose any restrictions upon such right of the employee; the written withdrawal authorization herein referred to shall be issued by the Union forthwith and without condition upon request by the Employee.

123. In the event of the death or adjudicated incompetence of any employee with moneys credited to him in said Employee Vacation and Holiday Account, such moneys may be withdrawn at any time thereafter by the beneficiary of such employee designated as such under the Vacation and Holiday Plan, upon presentation of a certified copy of the death certificate or order adjudicating incompetence, or, if no such beneficiary has been designated, to the duly authorized representative of the deceased or incompetent employee, or as otherwise provided in the Probate Code of the State of California.

124. Each employee shall take one vacation or holiday of at least two (2) weeks accumulated total in each calendar year, or of greater duration if agreed to by his Individual Employer, without pay other than as provided. Vacations or holidays shall be scheduled by agreement between the employee and the Individual Employer. Time off due to sickness or unemployment may count toward vacation time.

ARTICLE XVIII CHECK OFF OF DUES

125. The dues of each employee covered by this Agreement who has executed an authorization in writing therefore in manner and form as required by law, shall be checked off and deducted from his Vacation and Holiday Pay when and as the same is paid into the U.A. Local No. 467 Vacation Trust Fund as provided in Article XVII hereof, and shall be deposited forthwith as paid in the Dues Account of the Union in said Bank selected by the Union.

126. Each employee desiring to have his dues so checked off shall execute the required authorization and lodge the same with the Administrator of the Trust Funds who shall, each month while such authorization remains in effect, determine the amount

of dues to be checked off and deducted, and shall notify the Vacation Trust Fund accordingly.

127. The Individual Employers do, for the purpose of this Article, hereby authorize said Vacation Trust Fund designated by the parties as their agent, and the agent of each of them, to deduct the dues of each such employee from his Vacation and Holiday Pay, provided the employee has so authorized as per Paragraph 126.

128. The Administrator shall each quarter supply the employee with a statement mailed to his last known address as shown on the records of the Trust Funds, showing the amounts, if any, so checked-off, deducted and paid as his dues to the Union.

129. 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 Vacation and Holiday Pay as provided in Article XVII hereof; his obligations to the Union with respect to his dues shall in that event be as provided in the Bylaws of the Union.

ARTICLE XIX CONTRACT ADMINISTRATION FUND

130. Effective for hours worked on and after July 1, 1985, each Individual Employer shall contribute to the Contract Administration Fund of the Association it is a member of or has authorized to represent it in its collective bargaining relations with the Union (hereafter called Contract Administration Fund) the agreed upon sum per hour for each hour worked by each of his employees upon work covered by this Agreement.

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

132. No portion of the Contract Administration Fund may be used for lobbying or promoting legislation harmful to the Union, subsidizing Employers during a strike, or any other action which would be adverse to the interests of the Union. The negotiation of new Agreements to succeed this one, or of amendments to this Agreement shall not be deemed action adverse to the interest of the Union. Furthermore, action taken to administer, enforce or interpret this Agreement through the grievance procedure, arbitration or other proceedings shall not be deemed action adverse to the interest of the Union.

133. A Contract Administration Fund shall be established by each Association. The Trustees of each Contract Administration Fund shall be appointed by the Association creating it. The administration and control of the Contract Administration Fund shall be solely by Management.

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

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

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

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

ARTICLE XX ADVERTISING TRUST FUND OF SAN MATEO COUNTY

138. The Individual Employer shall contribute to the Plumbing, Heating and Cooling Contractors Advertising Trust Fund of San Mateo County the agreed upon sum per hour for each hour worked by each of his or its employees upon new construction in any phase of the industry covered by this Labor Agreement. Said Trust Funds shall be administered in accordance with the Trust Agreement executed contemporaneously herewith, by a Board of Trustees appointed by the participating Employer organizations consisting of five (5) Contractors whose place of business is located within San Mateo County and who do a substantial amount of service & repair work. At least three (3) of the Contractors shall be appointed by G.B.A. A Committee of five (5) persons appointed by the Union shall serve in an advisory position with the Committee. Should the Fund be used in any way which does not promote service/repair and remodel work, the Union reserves the right to cancel the Fund and have the hourly contribution added to the hourly taxable wage of its members from whence the money came. The Fund shall not be used for any purpose hostile to the interests of the Union or the employees in the bargaining unit.

139. The costs of establishing and maintaining the Fund shall be borne out of contributions to said Fund.

140. Payments into the Advertising Fund shall be due and payable at such place, in such installments and at such time as the Board of Trustees of the Fund shall from

time to time determine. Each payment or installment shall be accompanied by a report in such form as the Board of Trustees may from time to time specify.

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

ARTICLE XXI PENSION PLAN

142. Each Employer shall pay into U.A. Local No. 467 Pension Fund, for each of his employees whether journeymen or apprentices, the agreed upon sum per hour for each hour of straight time and overtime worked by them upon the work covered by this Agreement.

143. Said Trust Fund shall be administered in accordance with said Trust Agreement, as the same has been and may hereafter be amended and by the Board of Trustees that are appointed in accordance therewith.

144. Any payments made to retirees by the U.A. Local No. 467 Pension Trust Fund which are in addition to regular accrued vested benefits and made on a one-time basis, shall be made only to those retirees who are members in good standing of the Union.

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

ARTICLE XXII HEALTH AND WELFARE PLAN

146. Each Employer shall pay into the U.A. Local No. 467 Health & Welfare Trust Fund, for each of his employees whether journeymen or apprentices, the agreed upon sum per hour for each hour of straight time and overtime worked by them upon the work covered by this Agreement.

147. Said Trust Fund shall be administered in accordance with said Trust Agreement, as the same has been and may hereafter be amended and by the Board of Trustees that are appointed in accordance therewith.

148. Any benefits provided by the U.A. Local No. 467 Health and Welfare Trust Fund to retirees under any plan of benefits for retired employees shall be provided only to retirees who are members in good standing of the Union.

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

**ARTICLE XXIII
JOURNEYMEN AND APPRENTICE TRAINING FUND
AND INTERNATIONAL TRAINING FUND**

150. For the purpose of providing, among other things, funds for the training of journeymen and apprentices in the Plumbing and Pipe Fitting Industry, the Employer shall pay to the Journeyman and Apprentice Training Fund and the International Training Fund the agreed upon sum per hour for each hour of straight time and overtime worked by each of his employees upon the work covered by this Agreement.

151. Said Trust Fund shall be administered in accordance with said Trust Agreement, as the same has been and may hereafter be amended and by the Board of Trustees that are appointed in accordance therewith.

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

**ARTICLE XXIV
HIRING HALL**

153. Effective for all hours worked by the employees of the Individual Employers on and after the first day of January, 1975, the Individual Employers shall no longer be required to pay into the U.A. Local No. 467 Vacation Administration and Security Fund, but in lieu thereof, effective July 1, 1985, shall pay for each of his employees whether journeymen or apprentices, the agreed upon sum per hour into the U.A. Local No. 467 Hiring Hall Fund for each hour of straight time or overtime worked by each of his employees upon work covered by this Agreement.

154. The aforesaid U.A. Local No. 467 Hiring Hall Fund shall be administered under and in accordance with the provisions of the Trust Agreement executed by the Associations signatory hereto and as the same has been or may hereafter be amended.

**ARTICLE XXV
PAYMENTS TO TRUST FUNDS**

155. All payments provided for in Article XVI, Paragraph 117 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. Administrators of the Trust Funds shall in each case provide each Employer with a form of report to be filled out and mailed by the Employer with his contribution to the place designated by the Administrators; such reports and contributions must be in the hands of the Administrators not later than the 20th day of the month or else the Employer shall be

deemed and held to be delinquent in the monthly payments required by said Articles. Reports and contributions sent in through the mail must be postmarked not later than the 20th of the month or they shall be deemed and held to be delinquent. The Board of Trustees of the Vacation & Holiday Plan, the Pension Plan, the Health & Welfare Plan, the Journeymen and Apprentice Training Fund, the International Training Fund, the Hiring Hall Trust, the Contract Administration Fund and the Industry Promotion & Advertising Fund may provide for one report and one contribution monthly to cover all the aforesaid Funds, with proper allocations of the amounts received to each Fund pursuant to said Article XVI.

156. If an Employer is delinquent in the payment of any contributions due hereunder, interest shall be added to the amount of the contributions due at the rate of twelve percent (12%) per annum from due date(s) until paid.

157. Proceedings for the collection of said sum shall be as follows: Either the Union or the Administrator of the Trust Fund may send a written notice by mail to the Employer at his last known address notifying such Employer that he is in default and he must pay the contributions and interest due within ten (10) days of the date of the letter. If the Employer does not pay the delinquency within ten (10) days, the matter will be referred to the Funds' attorney for collection.

158. It is expressly agreed that the damage resulting from nonpayment of such sums shall not be limited to interest on the unpaid amount but shall include attorneys' fees, accountant's fees, court costs, liquidated damages as set by the Board of Trustees and other costs incurred by the Funds in collecting the shortage.

159. In addition to the foregoing, each Individual Employer shall post with the secretary of the Joint Conference Board a bond to be issued by a qualified surety company doing business in the State of California. Said bond to be based on the average number of men employed for the past calendar year, (or to deposit an equivalent amount of cash in an escrow account in a bank to be designated by the Union) to secure the payment of the amounts required by this Agreement to be paid to the Trust Funds. New Contractors shall meet with the Plumbers and Steamfitters Office in regard to all work to be performed in regard to bonding.

160. BONDING. The following Employers shall be required to post a bond as provided for herein, in addition to any bond required by applicable law:

A. NEW EMPLOYER. The term "new Employer" shall mean an Individual Employer who has not performed work covered by this Agreement within a period of eighteen (18) months preceding the job he is about to perform.

B. DELINQUENT EMPLOYER. The term "delinquent Employer" for purposes of this Article shall mean an Individual Employer, who at any time during the term of this Agreement or within the eighteen (18) months preceding the term of this Agreement has failed to pay employees or Trust Funds promptly and in accordance with this Agreement and the applicable Trust Agreement. The term "delinquent Employer"

shall also include any Individual Employer who at any time in the past has been cleared of any indebtedness to employees or the Trust Funds through an adjudication in bankruptcy.

C. For purposes of the Article, the term "Individual Employer" shall include any former sole proprietor, member of a partnership or associate Individual Employer, officer, director, or stockholder of a corporation, Individual Employer who or which has been delinquent as defined herein, or a superintendent, responsible managing officer or employee or other authorized representative of a former such Individual Employer who hereafter enters into any phase of the contracting business covered by this Agreement, either as a sole proprietor, partner, or owner or an interest in a contracting firm or corporation.

D. Employers bringing in one man in accordance with Article IV, shall not be required to post a bond until such time as he employs workmen referred through the United Association Local No. 467 Hiring Hall.

E. SCHEDULE OF BONDING.

<u>Local No 467 Employees</u>	<u>Bond Required</u>
1 to 2	\$ 18,000.00
3 to 4	36,000.00
5 to 8	48,000.00
9 to 12	60,000.00
13 to 16	75,000.00
17 to 20	100,000.00
21 to 24	125,000.00
25 to 28	150,000.00
29 to 32	175,000.00
33 to 36	200,000.00
37 to 40	225,000.00
41 to 50	250,000.00
51 to 60	275,000.00
61 to 70	300,000.00
71 to 80	350,000.00
81 to 100	400,000.00
Over 100	450,000.00

161. The Union shall remove employees covered by this Agreement from employment with a delinquent Contractor, providing advance notice of not less than twenty-four (24) hours is given of such action to the delinquent Contractor. Such removal of employees and cessation of work by employees of such delinquent Contractor shall continue until the Administrator of the Fund involved verifies that there is no money owing to the Fund by such Contractor.

162. When workmen are removed from a Contractor's shop or job because of delinquency in payment of fringe benefits or wages, the Contractor shall pay to all such removed workmen sixteen (16) hours in addition to time worked on the date of removal, if any, at their regular rate of pay, plus fringe contributions in the same manner as if they were employed on the job. When the delinquent wages and/or fringe contributions are paid and the account is cleared in full, and the men notified to return to work prior to said sixteen (16) hours, then and then only, the Contractor shall be liable only for those hours the employees were off the job because of such violation of Contract, and provided further, that if they are not available to return to work within two (2) hours of such notice, they shall receive pay for only two (2) hours after receipt of such notice by the Union.

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

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

165. REPRESENTATION. There shall be proportionate representation on all Trusts and Committees, excluding Joint Conference Board and Employer Trusts, of any Employer group signatory to an Agreement with Local Union No. 467.

ARTICLE XXVI CHANGE OF NAME OR STYLE OF COMPANY

166. This Agreement is binding upon each Individual Employer regardless of whether or not he or it changes the name or address of his or its business. Each Individual Employer shall give notice in writing to the Union of any intent to change the name or address of his or its business, or to perform business under more than one name or more than one address, prior to the adoption of a new or different name, or address, or addition of new names or addresses as specified herein.

ARTICLE XXVII PRESERVATION OF UNIT WORK

167. In order to protect and preserve for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture where the Employer exercises either directly or indirectly any significant degree of ownership,

management or control, the terms and conditions of this Agreement shall be applicable to all such work.

168. All charges of violations of the above paragraph shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided for in Article VII of this Agreement. As a remedy for violations of this paragraph, the arbitrator (or arbitration body) provided for in Article VII is empowered at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected joint Trust Funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Article; nor does it make the same or other remedies unavailable to this Union for violations of other paragraphs or other Articles of this Agreement.

169. If, as a result of violations of this Article, it is necessary for the Union and/or the trustees of the joint Trust Funds to institute court action to enforce an award rendered in accordance with Paragraph 168 above, or to defend an action which seeks to vacate such award, the loser shall pay any accountants' and attorneys' fees incurred by both parties, plus cost of litigation, which have resulted from the bringing of such court action. This condition shall not apply if the action is initiated by the Employer.

ARTICLE XXVIII EFFECTIVE AND TERMINATION DATE

170. This Agreement shall be effective as of July 1, 2009 and shall continue in full force and effect through midnight, June 30, 2012, and shall thereafter, without change or modification, continue to remain in full force and effect through June 30, 2013, and thereafter, from year to year unless either party shall, not less than sixty (60) days, or more than ninety (90) days prior to midnight, June 30, 2012, or June 30th of any subsequent year, give notice to the other party of its desire to amend or terminate the Agreement, except as otherwise mutually agreed to by the parties signatory to this Agreement.

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

172. The Union has the right at any time to put into the Agreement any new classifications so long as the total taxable wage package for any new classification does not exceed 80% of the total taxable wage package of the journeyman.

173. When agreement upon the proposed modifications has been reached, such Agreement shall be incorporated into this Agreement so that all of the terms and provisions of this Agreement as so modified shall be and continue in full force and effect without further openings or changes until next reopening.

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

175. For the purpose of this Article, notice to the Employer Association signatory to this Agreement shall be deemed notice to all Individual Employers, whether members of said Associations or not, and each Individual Employer agrees to accept such notice as though personally served therewith.

ARTICLE XXIX WARRANTY

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

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

ARTICLE XXX GENERAL SAVING CLAUSE

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

179. 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.

APPENDIX A FIFTY POINTS OF JURISDICTION

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

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

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

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

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

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

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

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

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

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

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

11. All fire stand pumps, fire pumps, pressure and storage tanks, valves, hose racks, fire hoses, cabinets and accessories and all piping for sprinkler work of every description.

12. All block in 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 and super heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

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

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

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

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

31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, aid 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, refrigeration, ice making, humidifying, dehydrating by any method and the charging and testing service of all work after completion.

34. All pneumatic tube work and all piping for carrying systems by vacuums, compressed air, steam, water, or any other method.

35. All piping to stoves, fire grates, blast and heating furnaces, ovens, 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 stations, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling basins and aeration basins.

37. All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.

38. All air piping of every description.

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

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

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

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

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

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

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

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

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

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

49. All piping for cataracts, cascades (i.e., artificial water falls), make-up water fountains, captured waters, water towers, cooling towers and spray ponds used for industrial, manufacturing, commercial, or for any other purpose.

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

APPENDIX B
NEW U. A. STANDARD FOR EXCELLENCE

MEMBER AND LOCAL UNION RESPONSIBILITIES:

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

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

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

MEMBER AND LOCAL UNION RESPONSIBILITIES:

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

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.

- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his/her further employment.

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

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

SIGNATURE PAGE

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

**LOCAL UNION NO. 467
OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA, AFL-CIO**

/s/ Gary Saunders

NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION

/s/Scott Strawbridge

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

/s/Roger Kligen

INDUSTRIAL CONTRACTORS, UMIC, INC.

/s/Mike Vlaming