

2017-2026

MASTER AGREEMENT

FOR THE

PLUMBING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA

BETWEEN

AIR CONDITIONING, REFRIGERATION AND MECHANICAL
CONTRACTORS ASSOCIATION

AND

SOUTHERN CALIFORNIA PIPE TRADES
DISTRICT COUNCIL NO. 16
OF THE UNITED ASSOCIATION



EFFECTIVE JULY 1, 2017

ARCA/MCA
Southern California



Southern California Pipe Trades District Council 16

MIKE LAYTON
Business Manager
Financial Secretary/Treasurer

A Message to our Southern California Plumbing, Mechanical and Industrial Contractors from District Council #16.

Thank you for allowing us to be part of your team and we look forward to working with you.

The future success of our industry matters to us all and by signing this agreement brings you many advantages including:

- A steady supply of formally trained, highly skilled Journeymen and Apprentices which allows you to produce your product better and more efficiently improving your bottom line.
- As a union contractor, you also have at your fingertips both an informed local resource and an entire industry network.
- Meeting your employees' needs through this agreement, negotiated between both labor and management, leads to happier employees therefore experiencing less employee turnover and higher productivity.
- Union employee benefit plans allows you to avoid the headache of selecting and having to maintain health and retirement plans.

District Council 16's attitude of cooperation with respect for our signatory employers, shows we firmly believe we're all on the same team.

Our staff is ready and willing to answer your questions and address your concerns.

Sincerely,

Michael Layton
Business Manager and Financial Secretary

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**MASTER AGREEMENT
For The
PLUMBING AND PIPING
INDUSTRY of SOUTHERN
CALIFORNIA**

THIS AGREEMENT is entered into the 1st day of July, 2018 by and between the AIRCONDITIONING, REFRIGERATION AND MECHANICAL CONTRACTORS ASSOCIATION OF SOUTHERN CALIFORNIA. ("ARCA/MCA") for and on behalf of all its present and future members and such other Contractors who have authorized ARCA/MCA to bargain on their behalf with full authority to bind them in collective bargaining with "the Union" on a multi- employer basis, hereinafter referred to as the "CONTRACTORS ASSOCIATION" and/or "CONTRACTORS," and SOUTHERN CALIFORNIA PIPE TRADES DISTRICT COUNCIL NO. 16 OF THE UNITED ASSOCIATION, for and on behalf of all employees represented by it and its following affiliated Local Unions: Numbers 78, 114, 230, 250, 345, 364, 398, 403, 460, 484, 582, and 761 hereinafter referred to as the "Union."

**SECTION 1
RECOGNITION**

1.1.1 The Union claims and each individual Contractor acknowledges and agrees that a majority of its employees performing plumbing and pipefitting work, as more particularly described in Appendix A herein, have authorized the Union to represent them in collective bargaining. The AIRCONDITIONING, REFRIGERATION AND MECHANICAL CONTRACTORS ASSOCIATION OF SOUTHERN CALIFORNIA (ARCA/MCA) and each individual Contractor agrees to voluntarily recognize the Union as the exclusive collective bargaining agent under Section 9(a) of the National Labor Relations Act for all employees of each Contractor performing plumbing and pipefitting work covered by this collective bargaining agreement. The definition of employees shall also include General Foreman and Foreman.

1.1.2 The Union hereby recognizes ARCA/MCA as the sole and exclusive collective bargaining representative for all present and future Contractors, who are engaged on work covered by this Agreement, who may or have authorized ARCA/MCA as their exclusive, authorized bargaining representative, to bargain on their behalf with full authority to bind them in collective bargaining with the Union, and agrees not to negotiate individually with them during the term of this Agreement.

1.1.2.1 It is understood between the parties that service work, as defined in the ARCA/MCA and District Council 16 HVACR Service Master Labor Agreement, will be performed under the terms and conditions of an area-wide District Council

16 HVACR Service Master Labor Agreement and is eliminated from the scope of work within this Agreement. Notwithstanding the foregoing, plumbing and heating service work and incidental HVACR service work may continue to be performed under this Agreement.

1.1.3 The Contractors Association shall submit a roster of their members covered by this Agreement within sixty (60) days after the effective date of this Agreement to District Council No. 16, showing the Contractor firm name, address, telephone number, state license number, and state license bond carrier.

1.1.4 District Council No. 16 agrees to give the Contractors Association immediate notice of any change in the geographic boundaries of any Local Union over that previously submitted to the Contractors Association. No violation of the hiring procedures will be processed because of such change in geographical boundary until thirty (30) days after said notice is given. All men presently employed on a job at time of a boundary change, may remain on said job for its duration. All other items in the Agreement will remain under the Local Union assuming jurisdiction.

**1.1.5 STANDARDS FOR
EXCELLENCE**

The parties have agreed the U.A. Standard of Excellence shall apply to work performed under this agreement. The U.A. Standard of Excellence is attached hereto as Appendix F

1.1.6 STANDARD FOR SAFETY

The parties have agreed the U.A. Standard for Safety shall apply to work performed

under this agreement. The U.A. Standard for Safety is attached hereto as Appendix G

1.2 QUALIFICATIONS

1.2.1 Each of the parties hereto warrants and agrees it is under no disability of any kind, whether arising out of the provisions of its Articles of Incorporation, Constitution, Bylaws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further, that it will not, by the Articles, Constitution, Bylaws, or Charter, or by contract, or by any means whatever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof.

1.2.1.1 The warranties and agreements contained in this Paragraph are made by each of the signatories hereto on its own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organization whom their signatures purport to represent, and the Local Unions on whose behalf the said parties are signing said Agreement.

1.2.2 This Agreement contains all 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. Any provision in the working rules of the Unions, with reference to the

relations between the Contractors and their employees, in conflict with the terms of this Agreement, shall be deemed to be waived and any such rules or regulations, which may hereafter be adopted by the Unions shall have no application to the work hereunder.

1.2.3 If any provision in this Agreement shall at any time during the terms thereof conflict with the Labor Management Relations Act of 1947, or said Act as may be amended, or any other act or statute of the United States or the State of California, then such provision shall be deemed modified but continue in effect to the extent permitted by the applicable law. However, if at any time thereafter such provisions shall no longer conflict with the law, they shall be deemed restored to the Agreement with the same force and effect as if it had never been in conflict with the law. If any single provision, clause, paragraph, sentence, or Section of this Agreement is held by any court, bureau, board, or administrative agency to be invalid, illegal or inoperative, it shall not invalidate the remaining portion or portions of this Agreement.

1.2.4 SCOPE OF BARGAINING. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. This shall not be construed to prevent the parties to this Agreement from voluntarily agreeing to discussion or negotiation on any subject matter whether set forth herein or not previously addressed.

1.2.4.1 Therefore, the Employer and the Union, for the terms of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed the Agreement. This shall not be construed to prevent the parties to this Agreement

agreeing to the discussion or negotiation on any subject matter.

SECTION 2 CONTRACTOR STANDARDS

2.1.1 It is agreed that any individual, partnership, or corporation, party to this Agreement, must meet each and all of the conditions of this Section.

2.1.2 SHOP. Employers signing this Agreement agree to maintain and operate their shop, or branch shop as defined in Appendix E, Paragraph 5.1.4 on a continuous basis, and to have a current business address and telephone number for same listed with District Council No. 16, all Contractors Associations and the Benefit Trust Funds listed in Section C.2.1. Employers shall be assessed damages for failure to notify District Council No. 16 and the Contractors Associations if they fail to maintain such a shop once listed. Such damages to be determined by the Joint Arbitration Board for each day of the violation.

2.1.3 SIGNS. All Contractors' trucks and equipment used to transport materials, welding rigs and/or personnel shall have its firm name affixed to equipment, in letters at least two inches (2") high on clearly visible portions of such vehicle on both sides. Magnetic signs are not acceptable.

2.1.5 Any provisions of this Agreement shall be binding upon the Employer and upon any of its successors, or assigns in which the Employer or any of its owners, partners, officers, or stockholders has an ownership interest, be it sole, partnership, joint or coventurer, associate, corporate or otherwise (other than a security interest as hereinafter provided). In the event of any change of ownership or in the form of the Employer's business organization (other than a bona fide sale to a new owner), the terms and obligations herein contained shall continue in full force and effect as to the employing organization.

2.1.6 NOTICE OF BONA FIDE SALE For the purpose of this Section, a new owner is defined as a purchaser in which neither the Employer hereunder, nor any of its owners, partners, officers, or stockholders, has an ownership interest other than a security interest. For the purpose of this Section, a

security interest shall be understood to mean a mortgage, pledge, lien, conditional sale contract, or other arrangement which secures the payment of the purchase price upon a bona fide sale. The Joint Arbitration Board shall determine ownership under this Agreement. In the event of a bona fide sale, District Council No. 16 shall be notified by the Contractor in writing not fewer than ten (10) days prior to close of escrow.

2.1.6.1 The persons, firms, corporations, joint venture or other business entities bound by the terms of this Agreement are referred to in this Agreement as "Employer" or "Employers." The Employers and the Union by entering into this Agreement intend to and agree to establish a single multi employer collective bargaining unit. Any Employer who becomes party to this Agreement shall thereby become a member of the multi-employer collective bargaining unit established by this Agreement.

2.1.6.2 Any Contractor who owns, or acts as an RMO, or who has financial interest in any non-signatory business doing the same or similar work covered by this Agreement, shall be subject to damages assessed by the Joint Arbitration Board.

SECTION 3 MANAGEMENT RIGHTS

3.1 MANAGEMENT PREROGATIVES Except as they are limited by the terms of this Agreement, the prerogatives of management include, but are not limited to, the exclusive right to hire, promote, demote, transfer, layoff, discharge, increase or decrease the work force to meet the exigencies of the business, and to maintain the efficiency of the operation. Any of the rights, powers or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, delegated or modified by this Agreement.

SECTION 4 WORK RULES

4.1 WORK DAY

4.1.1 WORK DAY AND WEEK. The work days shall be eight (8) consecutive hours, exclusive of lunch period, between 6:00 A.M. and 4:30 P.M. Forty (40) hours,

Monday 6:00 A.M. through Friday, 4:30 P.M., shall constitute a week's work. The starting time shall be changed only to meet a bona fide job requirement. Written notification to the Business Manager having jurisdiction of a job starting outside the normal business hours-i.e. implementation of a bona-fide job requirement. One single shift may be established outside of regular work day hours and paid at straight time. For purposes of this single shift, assignment of an employee to accept jobsite deliveries during regular work day hours shall not constitute a shift. Starting time shall not be staggered.

4.1.2 REPORTING AND QUITTING TIME. Workmen shall arrive at the designated parking and/or transportation pickup area in sufficient time to reach their assigned work location and be ready to begin work at the start of the shift; and, workmen shall be allowed sufficient time to put away tools and equipment with sufficient time remaining during the regular shift for each workman to depart their assigned work location at the end of the shift.

4.1.3 SHOW UP PAY. Any Workman, after being hired and reporting for work at the regular starting time, for whom no work is provided, shall receive pay for two (2) hours at the prevailing rate of wages, unless he has been notified by the Contractor before leaving his home not to report; and any workman who reports to work, and for whom work is provided, shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one (1) day, shall receive not less than a full day's pay. However, the exception shall be when strike or weather conditions make it impossible to put such an employee to work, where stoppage of work is occasioned thereby, or when a workman leaves his work of his own accord. An employee reporting to work at the regular starting time at a shop or job, and for whom no work is available, due to weather conditions, will receive no pay for reporting time unless requested by the Employer to report.

4.1.4 EMERGENCY LUNCH PERIOD. Men who are required in an emergency to work through their lunch period, or from 12:00 noon to 1:00 P.M., shall take their lunch period at 11:30 A.M. or 1:00 P.M.,

and such emergency work shall be done at the straight time rate.

4.2 PARKING

4.2.1 Where free parking is not available within four (4) tenths of a mile of the job or project, the Contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. If employees are required to park in a designated area and transportation to the jobsite is mandated, travel time will be paid to the employees.

4.3 ACCESS

4.3.1 INACCESSIBLE AREAS. Where a job is in an area accessible only by roads in such condition that grave damage to employee's cars might result, the Contractor shall furnish transportation over such roads for all employees both coming to work and returning from work.

4.3.2 ACCESS TO JOBS. The Business Representative shall have access to all jobs and shops at all times during working hours. With exception of security clearance requirements, it shall not be a violation of this Agreement for the Union to remove employees covered by this Agreement until such time as access to the job is provided. The Contractor shall give all possible assistance for security clearance and access.

4.4 SHIFT WORK

4.4.1 Where the nature of the work requires the working of employees covered by this Agreement on a shift basis, the shift arrangements shall be as follows:

4.4.1.1 Shifts. Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second and third shift on the fifth day. In the event the second or third shift of any regular work day shall extend into a holiday, employees shall be paid at the regular shift rate.

4.4.1.2 The first or day shift shall work on a regular eight (8) hour shift as outlined in

Section 4, Paragraph 4.1.1 of this Agreement. If two (2) shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at overtime rates. In computing overtime pay the shift rate shall be the base rate.

4.4.1.3 If three (3) shifts are worked, the Employer and the Union shall establish mutually acceptable hours and pay for shift work, considering among other things the schedule of shift work of the related crafts in the Local Building Trades area in which the job is located.

4.4.1.4 Four/Ten Work Week. The work days shall be ten (10) consecutive hours, exclusive of lunch period, between 6:00 A.M. and 5:30 P.M., forty (40) hours Monday through Thursday shall constitute a week's work. There is no premium pay during the hours stated above in the 4/10 work week unless another craft on the job site is receiving premium pay, and if more than one craft is receiving premium pay then the highest premium rate shall be applicable hereto as if incorporated herein. The Employer signatory hereto may only apply this option prior to starting the job provided he has received permission from the Local Union Business Manager having jurisdiction over said job. Time and one-half (1 ½) shall be paid for the ten (10) hours if worked on Friday. Double time shall be paid for all hours worked over ten (10) hours Monday through Friday. Saturday, Sunday and Holidays shall be double time.

4.6 PAY ROLL

4.6.1 PAY PROVISIONS. Pay day shall be the last regular scheduled work day of the week, with not more than three (3) days being withheld. If the Contractor uses a computerized payroll, he must program the computer to meet the requirements for payroll checks in Paragraph 4.6.2. The Contractor must also include all data required on an applicable Benefit Trust Fund reports as determined by the applicable board of trustees, including pay rate, straight time hours, overtime hours and compensation, among other requirements. The applicable board of Trustees may require reporting in electronic format rather than hard-copy. Workmen are to be paid at least one (1) hour before

the end of the regular shift whether working in a shop, Contractor'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, and shall remain on the payroll until paid in full. If a regular pay day falls on a holiday, the day before the holiday shall be designated as pay day.

4.6.2 PAYROLL CHECKS. Payroll checks must bear the authorized signature of, and be drawn from the account of, the Contractor to whom men are dispatched. The employee shall receive a check stub from each check showing the Contractor's name and address, pay period covered, regular and overtime hours worked, vacation and holiday contributions, and all other deductions. If a Contractor issues a check with insufficient funds in the bank for payment, he shall be required to issue only certified checks for the duration of the job or for ninety (90) days, whichever is longer, and shall reimburse the employee immediately by certified check for the NSF check issued and for bank charges assessed for each check, subject to Subcommittee decision as provided in Appendix C, Paragraph C.4.9. The Subcommittee shall have authority to assess one (1) day's wages where there is no satisfactory excuse.

4.6.3 Labor Release. No employee will be permitted to sign any labor release not approved by the Joint Arbitration Board.

4.7 OVERTIME

4.7.1 Double time shall be paid for all hours worked over ten (10) hours, Monday through Saturday. Sundays and Holidays shall be double time. Time and one half shall be paid for all other overtime. When an employee is called back, he shall be paid double time and a minimum of two (2) hours' pay at double time.

4.7.2 There shall be no alteration, remodeling or new work performed on overtime, without the Contractor or Journeyman in charge first obtaining permission from the Local Union Business Manager or his designee having jurisdiction over said job. This does not apply to service or repair work. Overtime work shall be rotated equally among all employees covered by this Agreement on any given job or in any shop. The Contractor shall have the right to appeal such decision to the Joint

Arbitration Board, whose decision shall be final and binding.

4.8 HOLIDAYS

4.8.1 The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day excluding work performed under Appendix D, Section D.2 and Christmas Day, and if Christmas and/or New Years' falls on Saturday, Friday shall also be considered a legal holiday. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day except in cases of extreme emergency when life or property is in imminent danger.

4.9 SUPERVISION

4.9.1 SUPERVISION. Supervision shall be selected solely by the Employers and they shall act as agents of the Employers and shall not apply or attempt to apply Union regulations, rules, Bylaws or provisions of the Union constitution. They shall comply with all provisions of this Agreement. The Unions will not take any disciplinary action against any Foreman or General Foreman, for any action they may take in the proper performance of their duties for the Contractors.

4.9.2 FOREMEN. When three (3) or more Journeymen are fabricating or installing work, there shall be a Foreman selected by the Contractor who shall be a member in good standing of a Local Union affiliated with District Council No. 16, who shall receive not less than fifteen percent (15%) per hour above the Journeyman wage rates, and shall handle only one (1) project.

4.9.3 A Foreman or a General Foreman may supervise different crews including crews performing any of the work covered by this Agreement.

4.9.4 GENERAL FOREMEN. When two (2) or more Foremen are employed on a job, one shall be designated General Foreman. Any person who supervises two (2) or more projects at separate geographical locations shall be designated a General Foreman. A General Foreman shall receive not less than twenty-five percent (25%) per hour above

the Journeyman rate. Foremen and/or General Foremen may work with the tools.

4.10 APPRENTICES & PRE-APPRENTICES

4.10.1 All Contractors signatory to this Master Agreement hereby agree to comply with and train apprentices in accordance with the Apprenticeship Standards and Apprentice Agreements of the approved Local Joint Apprenticeship Training Committee in the area where apprentices are dispatched. Each Local Joint Apprenticeship Training Committee hereby accepts and approves each signatory contractor as qualified to train apprentices under its Apprenticeship Standards. This paragraph is intended to satisfy the Department of Apprenticeship Standards' requirement that signatory contractors who hire indentured apprentices enter into an Agreement to Train Apprentices (DAS 7) with Local Joint Apprenticeship Training Committees in occupations covered by the Master Agreement.

4.10.2 Apprentices shall be selected for dispatch at the discretion of the Business Manager, subject to such rules as may be established by the Local Joint Apprenticeship Committee (JAC). Upon the Contractor's request the Union shall dispatch Apprentices and Pre-Apprentices according to the following ratio: After the Contractor has employed one (1) Journeyman on a job site, the Local Union shall dispatch one (1) Apprentice and then one (1) Pre-Apprentice. After the Contractor has employed one (1) additional Journeyman on the same job site the Local Union shall dispatch a second Apprentice and then a second Pre-Apprentice to that job site. After a second Apprentice has been secured, the Local Union shall dispatch additional Apprentices and Pre-Apprentices only after the Contractor has employed one (1) Journeymen for each such Apprentice and Pre-Apprentice. With the approval of the Business Manager the Employer may adjust the ratio of Pre-Apprentices and Apprentices to Journeymen.

4.10.3 These standards shall not be changed as they apply to work opportunities on the job without the consent of the parties hereto in regard to the ratio of jobs, Apprentice dispatching or any other aspects of the Apprentice employment or work covered

under the terms of this Agreement, all of which shall be subject to this Agreement.

4.10.4 Apprentice advancement shall be annually on February 15 or August 1 according to their anniversary date and only upon satisfactory completion of training. The Contractors shall be notified by the local area J.A.C. at least ten (10) days prior to the effective date of an increase when an Apprentice is advanced from one (1) year to another. It shall be a violation of this Agreement for any Contractor to pay, or any Apprentice to accept a wage rate in excess of those set forth in this Agreement.

4.11 STEWARDS

4.11.1 A Steward shall be a working employee, appointed by the Business Manager, who shall, in addition to his work as Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at any other time. Stewards may be present when an employer gives a member their notice of termination and may be present when a member requests their presence in situations where a member has Weingarten Rights to have a Steward present. The Unions agree that such duties shall be performed as expeditiously as possible and the Contractors agree to allow Stewards a reasonable amount of time for performance of such duties. The Unions shall notify the Contractors of the appointment of each Steward in writing, and the Contractors, before transferring, laying off or discharging a Steward, shall notify the Union in writing of its intention to do so and give the reason therefore at least twenty-four (24) hours in advance of such intended action.

4.11.1.1 The person appointed Steward shall remain on the job as long as there is work in his particular classification which he is qualified to perform, and so long as there are three (3) men on the job, excluding the Steward; provided, however, the Steward does not engage in any activities which are contrary to the provisions of this Agreement. In no event shall a Contractor discriminate against a Steward or lay him off, or discharge him on account of any action taken by him in the proper performance of his Union duties.

4.11.1.2 If a Steward is discharged and three (3) or more men remain on the job and the Steward is to be replaced by another

Journeyman, the Business Manager shall be permitted to select a man from the Group 1 list to replace him.

4.11.2 Stewards are expected to be competent Journeymen and to do the normal amount of work required of other Journeymen, with the exception of a reasonable amount of time to perform his duties, as defined in this Section. There is no such thing as a roving or non-working Steward.

4.11.3 The duties of a Steward are primarily to ascertain that work covered by this Agreement is performed by employees covered by this Agreement, and to see that the men employed on the job have the proper referral slip and to ascertain dues are paid as required. Once per month, a Steward shall be permitted sufficient time to check the dues books of the men on the job to ascertain that they are in order. Steward may be present when a member is given their notice of termination and when requested by a member asserting their Weingarten right to representation.

4.11.4 If a Steward receives a complaint that employees not covered by this Agreement are performing work covered by this Agreement, or if a man on the job files a grievance with the Steward, the Steward shall be permitted a reasonable amount of time to investigate the complaint or grievance and to present the matter to the Contractor representative in charge of the job and request correction.

4.11.5 Stewards shall not argue with the Contractor representative and shall not take any action on their own initiative, but shall report matters to their Local Union office that are not corrected upon request.

4.11.6 Stewards are not authorized to leave their normal place of duty to check the status of any employees not performing work covered by this Agreement. No Steward shall be assigned to more than one job or project.

4.11.7 With respect to arbitration cases involving the discharge of Stewards, if the dispute is not settled between a Representative of the Contractor or Contractors Association and District Council No. 16, then the same may be referred to an Impartial Arbitrator to be selected by them. The Contractor and Local Union involved in the dispute shall be

obligated to provide their own witnesses. All expenses of the arbitration shall be assessed against the party losing the dispute with the Impartial Arbitrator to determine which party shall be required to pay all expenses and fees. The Arbitrator shall also determine the remedy and/or damages, if any. No transcript of the proceedings shall be required. The decision of the Impartial Arbitrator shall be issued in writing five (5) days from the close of the hearing and said decision shall be final and binding upon the parties hereto.

4.12 SPECIAL ISSUES

TEMPORARY HEAT

4.12.1 On temporary heat on new construction projects, employees covered under the terms of this Agreement shall operate all steam boilers and all steam systems operating at or under fifteen (15) pounds pressure, all hot water heating boilers and hot water heating systems, all gas or oilfired unit heaters and all refrigeration and air conditioning equipment when the aforementioned units and systems are operated prior to the acceptance of the units or systems by the owner or his agent.

JOB INJURIES

4.12.2 Any employee injured on the job or shop to the extent of requiring a doctor's care and which injury prevents him from working, shall be paid a full day's wages and subsistence if applicable for the date of injury.

WELDING TESTS

4.12.3 Where Journeymen are required to take welding tests for certification, they shall before starting tests, be placed on the payroll of the individual Employer, and shall be paid in accordance with the wage schedule contained in this Agreement. Upon request welders shall be given certification papers on every job (which requires them) upon termination due to reduction in force or upon project completion.

TOOLS

4.12.4 The employee shall provide the following set of tools: 1. Rule, Tape; 2. Level; 3. Channel Locks; 4. Hammer; 5. Blade Screwdriver; 6. Phillips Screwdriver;

7. 14" and 18" Pipe Wrenches; 8. Striker; 9. 8" and 12" Crescent Wrench; 10. Tube Cutters; 11. Tin Snips; 12. Pencil Reamer; 13. Hacksaw; 14. Torque Wrench; 15. Nail Puller.

4.12.4.1 The tools listed in Paragraph 4.12.4 are a representative list and may be changed by mutual consent. Any changes to the list will not be more burdensome in cost or transportation than the representative list.

4.12.4.2 The Employee may opt to furnish other miscellaneous hand tools of choice, not to exceed one hundred dollars (\$100.00) in value. Under no circumstances will Power Tools, Electrical Cords, power tools, electrical cords, ladders, etc. be permitted under the description of miscellaneous hand tools.

4.12.4.3 The Employer shall provide a safe locked place on job site for tools and equipment. Where substantial evidence of loss by fire or burglary, outside of regular working hours, of tools from the place provided by the Employer is established, the Employer will replace tools or pay an amount not to exceed the list price of the tools.

4.12.4.4 No Employee shall furnish any tools, other than as described in Paragraph 4.12.4.2 and shall not deposit any money to guarantee the safety of any tool kit. Contractor shall furnish welders with hoods, sleeves, gloves and goggles, and clear glass for hoods. Journeymen and Apprentices shall be furnished helmets for their protection. Contractors shall furnish lighters. Hoods and colored lenses, etc. broken or damaged on the job shall be replaced by the Contractor, except when damaged through negligence of the Employee. Employee shall exercise the best of care in the handling and use of a Contractor's tools and equipment, and failure on the part of an Employee to protect the Contractor's property shall be deemed sufficient cause for discharge. Special corrective lenses will not be furnished by the Contractor.

4.12.4.5 No Employee shall furnish, rent, lease or loan an automobile, truck or any other conveyance for any purpose other than to convey himself to and from work at the beginning or end of the shift. It shall not be a violation of this Paragraph for the employee to keep the Contractor's hand

tools in his vehicle if he so desires, but it shall not be mandatory.

4.12.4.6 No Employee shall be allowed to rent or lease to a Contractor any welding rig, hoist, crane, or any other type of equipment necessary to perform United Association work.

4.12.4.7 The Contractor shall furnish information, if requested by the Local Union on ownership of leased equipment.

4.13 PRODUCTION AND SAFETY

4.13.1 Because the Contractors and the Unions recognize the necessity of eliminating restrictions on production and promoting efficiency. Nothing shall be permitted that restricts production or increases the time required to do the work, nor shall there be any restriction against the use of any kind of machinery, tools or laborsaving devices. The Contractor shall comply with all Federal, State and Local safety and health laws.

4.13.2 Switches that shut off whenever pressure is released on the trigger or switch shall be required on all portable power hand tools. Chain saws may be used that are not disapproved by California OSHA. It shall be a violation of this Agreement and the Contractor shall be subject to damages if any gas lines are tested illegally.

4.13.3 Safety Protection Employees required to work in an area where they are exposed to acids and caustics, or other hazardous conditions, shall be provided adequate protection by the Contractor, acceptable to the California Industrial Accident Commission, and the provisions of Cal-OSHA.

SECTION 5 HIRING PROVISIONS

5.1 HIRING PROVISIONS

5.1.1 Qualified Craftsmen. Contractors shall employ Journeymen, Plumbers, Pipefitters and Welders. Journeymen shall be P.I.P.E. / N.I.T.C. and/or UA National Certified for employment under this Agreement who have successfully passed a P.I.P.E. / N.I.T.C. and/or UA National Certification Examination in the plumbing or pipefitting trade in the building and construction industry.

5.1.1.1 Hiring provisions covering Apprentices, Pre-Apprentices, Pipe Tradesmen and Pipe Layers are covered under the Sections of this Agreement dealing with those classifications.

5.1.1.2 Supervision are Journeymen for the purpose of hiring referral and transfer of men.

5.1.1.2.1 Whenever the term "P. I. P. E. / N.I.T.C. and/or UA National Certified Journeymen" is used in this Agreement, it shall not apply to workmen employed in work covered under Appendix D, Sections D.4 and D.5 of this Agreement. However, all other provisions of the hiring procedures shall be complied with.

5.1.1.3 Newly Organized workmen will be grandfathered for a period of up to three (3) years to meet the hour requirements and one (1) year to obtain P.I.P.E. / N.I.T.C. and/or UA National Certification.

5.1.2 Exclusive Hiring. Contractors shall hire "P.I.P.E./N.I.T.C and/or UA National Certified Journeymen" by calling the Local Union having craft and geographical jurisdiction in which the job is to be performed. Whenever a Contractor requires a Journeyman on any job, he shall notify the Local Union office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, type of work to be performed and the number of workmen required, prior to starting the job. No employee shall be required to fill out, sign or submit any information about himself except that required by law.

5.1.3 Seniority. It is the desire of the parties of this Agreement that those employees who have previously worked for Contractors in the Southern California area, as herein above defined, for the period set forth herein shall enjoy seniority rights for the purpose of employment.

5.1.4 P.I.P.E./N.I.T.C. and/or UA National Certified Journeymen shall be hired and/or rehired as follows:

5.1.5 Group 1 At the time of signing Book 1, all P.I.P.E. / N.I.T.C. and/or UA National Certified Journeymen who have graduated from an approved UA apprenticeship program or have journeyman status in an UA local union and who have a total of three thousand (3,000) hours or more employment in plumbing and pipefitting

within the past three (3) years in the Local Union area in which he is seeking employment. These three thousand (3,000) hours must have been accumulated within the past three (3) years working for Contractors party to and under the terms of an Agreement with District Council No. 16.

5.1.6 Group 2 At the time of signing Book 2, all P.I.P.E. / N.I.T.C. and/or UA National Certified Journeymen who have graduated from an approved UA apprenticeship program or have journeyman status in an UA local union and who have a total of two thousand (2,000) hours or more employment in plumbing and pipefitting within the past three (3) years working for Contractors party to and under the terms of an agreement with District Council No. 16. Southern California and Oregon Pipe Trades agree to reciprocate to meet the terms of Section 5.1.6.

5.1.7 Group 3: At the time of signing Book 3 all Journeymen who have had graduated from an approved UA apprenticeship program or have journeyman status in an UA local union and who have had a total of two thousand (2,000) hours or more employment in California within the past three (3) years as employees with Contractors signed to and doing work under an agreement signed with a U.A. Local Union in the State.

5.1.8 Group 4. At the time of signing Book 4, all Journeymen who have had five (5) years' actual, practical working experience in the plumbing and pipefitting trade in the building and construction industry and who have less than two thousand (2,000) hours service with any of the Contractors parties to an agreement with a U.A. Local Union outside the State of California or any applicant who qualifies as a Journeyman and who registers for hiring in accordance with the terms of this Agreement.

5.1.9 All P.I.P.E. N.I.T.C. and/or UA National Certified Journeymen who have worked for a Contractor for a period of one (1) year or more and said Contractor is signed to a Union Agreement for the first time and the P.I.P.E. / N.I.T.C. and/or UA National Certified Journeyman becomes a member of the Union according to the terms of this Agreement, shall be placed on the Group I list of the Local Union.

5.1.10 Lay Off Seniority. In order to have continuity in seniority, it is agreed by the

parties to this Agreement when laying off employees after being hired and/or transferred, the Employer shall observe seniority rights of Group 1, 2, 3 and 4, by laying off Group 4 employees before Group 3, and Group 3 employees before Group 2, and Group 2 employees before Group 1.

5.2 REGISTRATION RULES

5.2.1 Each Local Union shall establish and maintain a separate appropriate registration facility for qualified applicants available for employment as P.I.P.E. / N.I.T.C. and/or UA National Certified Journeymen, Plumbers, Pipefitters, Welders and Qualified Apprentices. Applicants shall be registered on the appropriate out of work list in the order of time and date of registration. Applicants for employment shall also list any special skills they possess. When an applicant is referred to an employer, the referral slip shall include the book number the applicant was on at time of referral.

5.2.2 There shall be four groupings in each separate craft out of work list. All P.I.P.E. / N.I.T.C. and/or UA National Certified Journeymen with seniority shall be registered in Group 1 or 2, and all other Journeymen who are qualified, but without P.I.P.E. and/or UA National Certification and/or seniority, shall be registered in Group 3 or 4. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment and P.I.P.E. / N.I.T.C. and/or UA National Certification and/or licenses, as may be deemed necessary, and each applicant shall complete such forms or registration as shall be submitted to him. Applicants for employment shall also list any special skills that they possess.

5.2.3 Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, Bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The Contractors and the Unions agree that they will not discriminate against a person with regards to recruitment, hiring, promotion, demotion, transfer, rates of pay or other forms of compensation, selection of apprenticeship training, layoff or termination, or admission to Union

membership because of race, religion, color, national origin, ancestry or sex.

5.2.4 The Union and the Contractor shall post in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provisions of this Agreement.

5.3 REFERRAL OF MEN

5.3.1 Upon the request of a Contractor for P.I.P.E. / N.I.T.C. and/or UA National Certified plumbers, pipefitters, welders, qualified apprentices and pre-apprentices, the Union shall, within forty-eight (48) hours, refer registrants in sufficient number required by the Contractor in the manner and under the conditions specified in this Agreement from the separate appropriate out of work list on a first-in, first-out basis; that is, the first man registered shall be the first man referred except as set forth herein.

5.3.2 The Employer retains the right to reject a job applicant referred by the Union. It is understood that any applicant referred by the Union and rejected shall receive the equivalent of two (2) hours' of the total package as show up pay, which is payable no later than two (2) business days after rejecting the applicant or four (4) hours pay and benefit contributions if worked, except for work performed under Appendix D, Section D.2. Any man receiving less than a full day's pay shall retain his place on the out of work list, but he shall not be redispached to the same Contractor or the same job if so requested by the Contractor in writing.

5.3.3 When men are ordered before 10:00 A.M. for the following work day they shall report to the job at 8:00 A.M. or the agreed starting time except that applicants called by name may report to the project the same day. If they do not report at 8:00 A.M. or agreed starting time they shall be paid only for time actually worked. Dispatch hours shall be at a minimum 8:00 A.M. to 10:00 A.M. Monday through Friday. Any Local Union desiring to change the dispatching hours must obtain approval of the Joint Arbitration Board.

5.3.4 Contractors shall be privileged to call Group 1 employees, as provided in Paragraph 5.3.5, by name. Such request shall be honored without regard to the individual's position on the out of work list.

All such requests shall be confirmed in writing when requested by the Business Manager of the Local Union. However, any Contractor or employee who violates these hiring provisions shall be subject to damages. All such disputes shall be heard in accordance with the grievance procedures in Appendix B, Section B.2 and damages shall be assessed by the Joint Arbitration Board or its Subcommittee established in Appendix B, Section B.3.

5.3.5 The first man on each job in each classification shall come from Group 1 or Group 2 and may be called by name. The first man on each job may be replaced at any time by the Contractor. Such replacement must be on the job within seven (7) days. The second man on each job in each classification shall come from Group 1, and may be called by name. The third man on each job in any classification may be designated by the Business Manager and shall come from the Group 1 list. Thereafter, all other calls by name in each classification shall be on a 50-50 alternating basis from Group 1 list.

5.3.5.1 All men dispatched other than called by name, shall come from the out of work list in their proper order. Layoffs due to a reduction in force are to be in the same ratio so that, within a margin of one man, employees on the job will be equally divided between those called by name and those from the out of work list. At no time shall the ratio of call by name be greater than one over the 50-50.

5.3.6 If an employee is laid-off by an Employer and remains on the out-of-work list while not being dispatched to another signatory Employer, said employee may be called-back to the Employer for an indefinite time period without counting towards the 50/50 call-by-name provision. If said Employee has been re-dispatched, but revisits the out-of-work list, the employer may call back within ninety (90) days without counting towards the 50/50 call-by-name provision.

5.3.7 Except as provided in Appendix C, Paragraph C.1.1.2 no Journeyman who holds a Contractor's license shall be permitted to work on work covered by this Agreement unless he submits evidence that he made his Contractor's license inactive through the procedures specified by the California Contractor's State License Board. Further, Contractors who have

signed the Agreement as an Employer and subsequently go out of business and desire to register for employment on work covered by the Agreement shall be required as a condition precedent thereto, to sign an agreement not to engage in business as a Contractor for the duration of the Agreement in effect at that time.

5.3.8 Men with special skills and abilities shall be dispatched according to rules to be issued by the Joint Arbitration Board established in Appendix B, Section B.3.

5.3.9 In the event a Contractor within forty-eight (48) hours of request to the Union does not obtain the number of employees needed, the Contractor may obtain employees from any other source without regard to Section 5.1, which provisions shall not be applicable to such employees, and such employees shall register with the Local Union Dispatch Office prior to reporting to work and be referred by the Local Union to the job, and he shall be restricted to the job to which he is dispatched. Job order requests by Employers shall be voided if not renewed after one week.

5.4 TRANSFER OF MEN

5.4.1 Full compliance of section 6.1.2 to qualify for all provisions detailed within section 5.4

5.4.2 Contractors shall have the right to transfer up to ten (10) qualified employees in the aggregate (combination of all other local unions) into another DC 16 affiliated Local Union's jurisdiction per registered project with the following provisions: All qualified employees must comply with section 5.4.3. The transfers shall conform to: The first, second, and third employee transferred by Contractor, the fourth employee assigned by the Local Union Business Manager (Union Steward), the fifth employee transferred by Contractor, the sixth employee assigned by the Local Union Business Manager, the seventh transferred by the Contractor, the eighth employee assigned by the Local Union Business Manager and the ninth through the thirteenth employee transferred by Contractor and onward on a 50/50 call by name ratio. When the Local Union is unable to fill manpower requests from their Local Unions lists within 48 hours of the request, the Contractor has the right to transfer additional qualified employees into the

Local Unions jurisdiction. When a Local Union can fill manpower requests from their Local Union's Group 1 list, the Contractor shall maintain the right for 50/50 call by name ratio. Employees transferred under this section shall not be subject to lay off by seniority under Section 5.1.0 provided however, the Union Steward shall be retained as provide in Section 4.11.1.1.

5.4.3 Contractors may transfer Group 1 or Group 2 employees from one Local Union's jurisdiction into another Local Union's jurisdiction. Transferred employees must have worked for said Contractor for at least one hundred sixty (160) hours immediately prior to transfer and has current appropriate certifications. An employee who is transferred may be exchanged for another transferred employee, may transfer from job site to job site within the Local Union's jurisdiction into which he has been transferred, and may be removed from that Local Union's jurisdiction temporarily and be subsequently brought back in so long as all the requirements of this Section are satisfied.

5.4.4 All employees to be transferred shall report to the Local Union Business Manager or his designee prior to reporting for work. This shall be accomplished in one of the following manners:

5.4.4.1 The individual transferred employee may pick up and deliver his travel card and obtain his dispatch slip in person or,

5.4.4.2 The Contractor may, on a form developed by the parties for that purpose, advise the Local Union that an employee is being transferred into its jurisdiction. This form may be delivered by e-mail, first class mail or by fax to the Local Union, with a copy retained by the employee which shall be the equivalent of a dispatch slip. The employees hereby agree that such form is the equivalent of a travel card, thereby subjecting the employee to the jurisdiction and authority of the Local Union to which he is transferred and requiring the payment of any travel fees which shall be deducted from the employees' pay and remitted to the Local Union. If a Contractor fails to advise the Local Union that the transferred employee has left the Local Union's jurisdiction, or has terminated his employment with the Contractor, the Contractor shall be liable to the Local

Union in damages for an amount not to exceed the equivalent of four (4) weeks' travel fees.

5.4.4.3 Contractors penalties for willful violation of fax transfer policy.

- 1st violation: 90 day no fax transfer, hard card still deposit and still entitled to 10 of 12 transfer with 6 months' probation.
- 2nd violation: no fax transfer, limited to 3 of 4 transfer and 1 year probation.
- 3rd violation: no fax transfer, limited to 3 of 4 transfer for length of contract.

5.4.4.4 On jobs of one day duration or less, the Contractor shall notify the Local Union having area jurisdiction in advance of any work being performed, giving the location of the job and the names of the employee(s) being transferred.

5.4.4.5 In case of emergency, the Contractor shall notify by telephone and confirm in writing to the Local Union within forty-eight (48) hours thereafter. Contractors in violation of this Section of the Agreement may be prohibited from further rights to transfer employees by the Joint Arbitration Board, providing that charges have been properly referred by the Local Union and the Contractor is found guilty of such violation. General Superintendents shall be excluded.

5.4.4.6 Concrete coring contractors, residential vacuum system contractors, single family solar system contractors, fire safety contractors, fiberglass tub and shower installers may move men on each job without restriction throughout the area of District Council No. 16.

5.5 UNION SECURITY

5.5.1 The Contractors agree that employees employed by the Contractors for a period of seven (7) days or accumulatively within the multi-employer unit and procured in accordance with Section 5.1 of this Agreement, or procured from other sources by the Contractor, shall become members of the appropriate Local Union immediately upon terms and qualifications not more burdensome than those applicable at such times to other applicants of that Union, and that, after seven (7) days of employment, as set forth above, the employees shall

maintain their membership in the Union as a condition of continued employment.

5.5.2 Membership in the Union is defined to mean the tendering of initiation and uniform assessments and periodic dues per the Constitution and Bylaws of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and the Constitution and Bylaws of all its subordinate bodies. Such dues and uniform assessments shall be due and payable by the tenth (10th) of the current month.

5.5.2.1 Any Employer covered by the provisions of this Agreement hereby agrees to deduct from the wages of any employee doing work covered by this Agreement District Council 16 and Local Union Administrative Dues check-off (uniform throughout the District Council). The Employer will deduct the proper amounts in any given payroll period and will remit such sums to the applicable Benefit Trust Fund administrative office with Benefit Trust Fund monthly contributions and report forms provided the employees in question have signed a valid form, authorizing such deduction.

5.5.2.2 Such assignment and authorization shall become effective as of the date it is executed and shall be irrevocable for the period of one (1) year or until the termination of the Agreement whichever occurs earlier, and this assignment and authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable agreement between the Employer and Union, whichever period shall be shorter, unless written notice is given by employee to the Employer and the Union not less than ten (10) days nor more than fifteen (15) days immediately prior to the expiration of each period of one (1) year or of each applicable collective bargaining Agreement, whichever occurs earlier.

5.6 CLASSIFICATION

5.6.1 The Contractors agree to recognize and observe classification of qualified craftsmen as set forth in hiring provisions.

5.6.2 One classification may do the work of another classification, provided the work to be performed may be completed in eight (8)

hours or less by one man. The Contractor will not willfully assign men out of classification. Violations of this Section shall be referred to the Joint Arbitration Board.

5.7 FAILURE TO MEET OBLIGATIONS

5.7.1 On any job or project which has been partially completed by one Contractor and work thereon has stopped because of the failure of the Contractor to meet his current obligations, and money is due and payable to employees either as wages or fringe benefits and has not been paid, it shall not be a violation of this Agreement for the Union to refuse to permit persons covered by this Agreement to work on said job or project until all such wages and fringe benefits have been paid.

5.7.2 Nor shall it be a violation for the Union to remove workmen who are working on said job. The Union's right to refuse to permit workmen to work on the job because of unpaid wages and fringe benefits, may be taken without prior resort to the grievance and arbitration procedures contained in this Agreement.

5.8 SUBCONTRACTING

5.8.1 Employees who violate the Agreement by contracting or subcontracting work or by working hours prohibited by agreement, who work for substandard wages, or who knowingly work for less fringe benefits than required by contract, and such violation has been brought before the Subcommittee of the Joint Arbitration Board and so affirmed, shall be assessed one (1) day's wages for each day or fraction thereof of such proved violation, said penalty to revert to the Southern California Pipe Trades Retirement Fund. Any employee who conspires with the Contractor to evade the contract terms, and charges have been filed and is found guilty by the Joint Arbitration Board, shall be immediately discharged. Contractors who conspire with employees to evade the contract terms by subcontracting or lumping work to an employee, or who lease or otherwise use any equipment owned in whole or part by an employee, and charges have been properly brought before the Joint Arbitration Board or its Subcommittee and the Contractor has been found guilty of the charge, shall be assessed one hundred dollars (\$100.00) for each day such

violation occurred. Said damages to be paid to the Pension Fund established under this Agreement.

5.9 JOURNEYMEN TRAINING REQUIREMENTS

5.9.1 Effective September 1, 2018, all Book 1 and Book 2 Journeymen must annually complete ten (10) hours of approved journeyman training as a condition of new or continuing employment. Effective September 1, 2020 the annual training requirement shall increase to fifteen (15) hours. Effective September 1, 2022 the annual training requirement shall increase to twenty (20) hours. The Union and Contractors Association working with the Southern Pipe Trades Apprentice and Journeyman Training Trust shall establish approved classes, seminars, instruction, and other types of training, for purposes of satisfying the requirements hereunder.

SECTION 6 JURISDICTION

6.1.1 It is recognized by the parties hereto that it is mutually desirable to have all of the work described in this Agreement performed by employees covered by this Agreement and to that end they will utilize their best efforts to see that this is done to the extent permissible by law.

6.1.2 To further this aim of protecting present work and reclaiming work lost, the Contractor shall submit in writing on company letterhead signed by the Employer the assignment of work to District Council No. 16, and project registration forms to the Local Union having jurisdiction, prior to starting any construction job, the location of the job where the contract is in excess of \$50,000.

6.1.3 The Employer agrees that all work covered in this Agreement, except those items excluded and listed below, including, but not limited to all fabrication and installation work over which the Employer has control, shall be performed by the Employer under the terms and conditions of this Agreement.

6.1.4 In the event any fabrication and/or installation work mentioned in Paragraph 6.1.3 has been performed, is being performed, or will be performed by anyone other than employees working for

Employers in accordance with the provisions of this Agreement, the Employer agrees to redo the work or pay the equivalent of wages and fringe benefits lost by employees covered by this Agreement, as determined by the Joint Arbitration Board or its Subcommittee into the Southern California Pipe Trades Retirement Trust Fund within ten (10) days of date of receipt of the decision of the Joint Arbitration Board. If two (2) or more Contractors are involved on such work, the Joint Arbitration Board shall decide which Contractor or Contractors are liable and the amount of liability. Contractors signed to this Agreement shall be bound by it on all jobs or projects in its entirety.

6.1.5 The Contractor agrees that neither it nor any of its subcontractors on the site will subcontract any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure or other work except to a person, firm or corporation party to this Agreement.

6.1.6 This Agreement shall cover all future locations which the Employer may operate during the term of this Agreement, or any extension thereof.

6.1.7 Whenever a Contractor has definite knowledge that he is taking over a contract for a job that has been partially completed by another Contractor, he shall notify the Local Union holding jurisdiction in writing before starting work.

SECTION 7 FABRICATION & INSTALLATION

7.1.1 "Fabrication" is defined to mean cutting, threading and/or joining together by any means or method of all pipe, nonstructural pipe, equipment and pipe supports regardless of its composition or structure.

7.1.2 Standard millrun lengths of pipe sixteen feet (16') or over are not fabricated material for the purpose of this Agreement. Custom lengths are fabricated material with the exception of nipples up to twelve inches (12") in length. Unistrut or similar material less than ten feet (10') in length shall be considered fabricated material for the purpose of this Section. Victaulic grooving or cutting to length of such pipe is fabricated material excluding standard

millrun lengths sixteen feet (16') or over and nipples up to twelve inches (12").

7.1.3 All pipe and nonstructural pipe and equipment supports fabricated for specialty units, service facilities, heating, refrigeration and air-conditioning equipment used in buildings, facilities or manufacturing establishments, shall be fabricated under the terms of this Agreement and may be installed throughout District Council No. 16.

7.1.4 All pipe and nonstructural pipe and equipment supports may be fabricated in the Contractor's shop or yard, if located in the area covered by this Agreement, and transported for installation on any job in the geographical area covered by this Agreement including all work covered under this Agreement performed by employees covered under this Agreement on residential prefabricated modular component construction, plumbing, heating, commercial and industrial piping.

7.1.5 Manufactured components which are not purchased by the Employer, shall be excluded from this Fabrication Section. However, such components shall be handled and installed under the terms of this Agreement. As used in this Paragraph the term "Manufactured Components" which are to become part of a piping system means either singular or in combination and all the piping included thereon, but not the pipe and pipe formations between manufactured components which is customarily the work of employees under this Agreement.

7.1.6 All catalog items, such as clamps, U-bolts, all thread rod, etc. may be purchased from any source at the option of the Employer. Erection of such items shall be covered by the terms of this Agreement.

7.1.7 Whenever a Contractor desires to fabricate pipe and related material in his shop or yard and transport it to be installed on a job site, all such fabricated pipe must have a District Council No. 16 label affixed thereto and be signed by the shop Steward, verifying the fact that the fabrication was done in accordance with the terms and conditions of this Agreement. Any employee signing a false statement for such fabrication shall be immediately discharged if found guilty by the Joint Arbitration Board.

7.1.8 Whenever a Union Representative discovers work being performed which he considers to be in violation of this Agreement, the procedure must be as follows:

7.1.8.1 The Business Manager or his designee shall file a complaint in writing, or by telephone with confirmation in writing within forty-eight (48) hours, with the Joint Arbitration Board by notifying the Contractor, Contractors Association and District Council No. 16 that said Contractor is violating this Section. The Business Manager shall send a letter to District Council No. 16 and the Contractors Association naming the individual or individuals who are authorized to sign charges against the Contractors. Complaints arising under the Agreement will be handled by the Joint Arbitration Board or its Subcommittee.

7.1.8.2 The Secretary of the Joint Arbitration Board shall immediately send a certified or registered letter, return receipt requested, to the Contractor's last known address on file with District Council No. 16, advising him that such a complaint has been filed.

7.1.8.3 The Joint Arbitration Board, or a Joint Subcommittee thereof, shall immediately investigate said complaint. In the event the Board, or the Subcommittee, finds that the work in question is or is not in violation of this Section, they shall so inform the Contractor and the complaining Union, and shall determine the corrective measures that must be taken by the Contractor if the contract has been violated. Said decision shall be final and binding on all parties hereto if made by the Joint Arbitration Board. Either party shall have the right to appeal the decision of the Joint Subcommittee provided such appeal is filed in writing, certified mail, return receipt requested, to both the parties signatory hereto, within five (5) days after receipt of notification of the decision of the Joint Subcommittee.

7.1.8.4 Failure to comply with the provisions of this Section of the Agreement shall give the Joint Arbitration Board the right to require the offending Contractor to fabricate all material on the job site, which is to be installed in the area where the violation occurred, for a period of time to be determined by the Joint Arbitration Board, and such other damages, or make

any other award against the Employer which it may deem appropriate under the circumstances of the particular case.

7.1.9 On work covered in Section 7.1.4 Journeymen are to be paid at eighty-five percent (85%) of base taxable wages, plus one hundred percent (100%) of all fringe benefits listed in Appendix E or Appendix D, Section D.3, whichever is applicable.

7.1.9.1 Industrial piping two inch (2") and under shall be fabricated in accordance with Appendix D, Section D.3, paragraph D.3.4.

SECTION 8 FAVORED NATIONS

8.1. FAVORED NATIONS / PROJECT AGREEMENTS / ADDENDUM AGREEMENTS.

8.1.1 If, during the term of this Agreement, the Union negotiates an agreement with any "Recognized Employer Association" which provides more favorable wages, hours or working conditions for the type of work covered by this Agreement than the wages, hours or working conditions contained in this Agreement then, in that event, ARCA/MCA may at its option adopt those more favorable conditions by written notice to District Council No. 16.

8.1.2 It is understood and agreed that the Union has entered into other agreements containing clauses similar to Subparagraph 1.6 above and that the Union interprets those clauses as requiring the signatory employer or employer association to adopt all the terms of an agreement allegedly containing more favorable wages, hours or working conditions and not just the more favorable conditions. So long as the Union interprets and applies such similar clauses in other agreements in this fashion, then ARCA/MCA, in exercising its option under Subparagraph 8.1.1 shall likewise be required to adopt all of the terms of a more favorable agreement.

8.1.3 ARCA/MCA shall have the same option described in subparagraphs 8.1.1 and 8.1.2 above in the case of any independent contract (i.e., an agreement executed by the Union with an individual employer not represented by an association and not limited to a single project), provided that the independent contract also contains a favored nations clause.

8.1.4 In the event the Union negotiates a project agreement (i.e., an agreement limited to a single project) before the owner or general contractor has selected a plumbing or piping contractor, it is agreed that the terms of any such project agreement shall apply to any contractor bidding on the project and the Union shall provide ARCA/MCA with a copy of the project agreement so that ARCA/MCA may advise the contractors it represents to take into account the terms of the project agreement in any bid submittal for the project.

8.1.5 The parties hereto recognize that the Local Unions have been authorized to adopt certain "addendum" to this Agreement, such as the Housing Addendum. If a Local Union elects to adopt any such addendum, District Council No. 16 shall advise ARCA/MCA and ARCA/MCA will make known to its Contractors that the addendum is available throughout the electing Local Union to any contractor choosing to execute it. If a Local Union confines its adoption of an addendum to a particular project, then the terms of the addendum will be available only to those contractors bidding on that project.

8.1.6 For the purposes of this understanding, "Recognized Employer Associations" shall mean an association of Employers which is formally organized as a recognized legal entity, with its offices located within California, with a Federal Tax Identification Number, and a California Tax Identification Number.

SECTION 9 TERM-TERMINATION AND RENEWAL

9.1 TERM TERMINATION AND RENEWAL

9.1.1 This Agreement shall commence on the first day of July 2018, and shall continue until midnight on the 30th of June, 2026. It is agreed that negotiations on the terms and conditions of a new contract shall begin not later than February 1, 2026, and continue until agreement is reached or the contract expires at midnight June 30, 2026, whichever occurs earlier, unless an extension of time is mutually agreed upon by the parties hereto.

9.2 During the term of this agreement, each party may exercise a one-time opener

of the agreement for the purpose of renegotiating economics for the remaining years of the agreement by giving the other party sixty (60) days written notice of the intent to reopen the agreement. Thereafter, the parties will engage in good faith negotiations to establish economics for the remaining years of the agreement. All other terms and conditions of the agreement shall remain unchanged unless the parties to the agreement mutually agree to any other changes.

APPENDIX A SCOPE OF WORK

A.1 This Agreement shall apply to and cover the following jurisdictional work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry employed by the Contractors to perform or performing all plumbing and piping work of every description as listed hereinafter in the area known as Southern California, more particularly described as the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, Inyo, Kern, Mono and San Luis Obispo, and all off-shore Islands and Platforms.

A.2 All piping for plumbing, water, waste drains, floor drains, drain grates, supply downspout piping, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or nonmetallic pipe used inside property lines.

A.3 All on-site computer aided drafting "CAD", Building Information Modeling "BIM", Computerized Global Positioning Equipment and/or hand detailing to include any new technology that will enhance or replace the performance or accuracy of the work as covered by this agreement.

A.4 All piping for water filters, water softeners, sub water meters and setting of same.

A.5 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.

A.6 All water services from mains to buildings, including sub water meters.

A.7 All water mains from whatever source, including branches and fire hydrants, etc.

A.8 All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks to include, but not limited to the emerging technology pertaining to water reclamation, recapture systems and methods.

A.9 The sealing of sleeves, penetrations, holes, chases, passages, or openings of any kind in concrete, metal or any other material by means of machinery, tools and equipment powered by any other method, the purpose of which is to seal after the passage, placing or installation of pipe conduit, tubing or any other material installed by employees of Contractors in the plumbing, heating and piping industries, for work covered under this agreement.

A.10 All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washroom, shower stalls, etc.

A.11 All bathroom, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, backing and necessary supports.

A.12 All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.

A.13 All sheet lead and copper lining for fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.

A.14 All fire standpipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

A.15 All block tin coils, carbonic gas piping, for soda fountains, bars, etc.

A.16 All piping for racks of every description, whether screwed or welded.

A.17 All piping for pneumatic vacuum cleaning systems of every description.

A.18 All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas,

used in connection with railway cars, railway motorcars, and railway locomotives.

A.19 All marine piping and all piping used in connection with ship building and ship yards.

A.20 All power plant piping of every description.

A.21 All handling, assembling and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers and erection of same.

A.22 All process piping systems of every description within the semi-conductor, biopharmaceutical and medical industry

A.23 All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boilers compound equipment, etc. excluding package boilers that are shipped preassembled. Separate packages of prefabrication will not be considered preassembled.

A.24 All soot blowers and soot collecting piping systems.

A.25 The setting, erecting and piping for all smoke washing and regulating devices.

A.26 The setting, calibrating, 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.

A.27 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 powerhouses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.

A.28 All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and byproducts and refining of same, for any and all purposes.

A.29 The setting and erecting of all underfed stokers, fuel burners and piping, including gas, oil power fuel, hot and cool

air piping and all accessories and parts of burners and stokers, etc.

A.30 All ash collecting and conveyor piping systems, including all air washing and dust collecting piping equipment, accessories and appurtenances and regulating devices, etc.

A.31 The setting and erecting of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, mixing devices and piping thereto of every description.

A.32 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.

A.33 All fire extinguishing systems and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.

A.34 All piping for sterilizing, chemical treatment, deodorizers and all cleaning systems of every description and laundries for all purposes.

A.35 All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

A.36 All piping for power or heating purposes, either by water, air, steam, gas, oil chemicals or any other method.

A.37 All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, solar systems, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, or by any method, and the charging, testing and servicing of all work after completion.

A.38 All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.

A.39 All piping to stoves, fire grates, blasts and heating furnaces, ovens, driers, heaters, oil burners, stokes and boilers and cooling utensils, etc. of every description.

A.40 All piping in connection with central distributing filtration treatment stations, boosting stations, waste 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.

A.41 All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.

A.42 All air piping of every description.

A.43 All temporary piping of every description in connection with building and construction work, excavating and underground construction.

A.44 The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, backing supports, sleeves, thimbles, hangers, conduits and boxes used in connection with pipefitting industry.

A.45 The handling and setting of boilers, setting of soot blowers and attaching of all boilers trimmings.

A.46 All pipe transportation lines for gas, oil, gasoline fluids, and liquids, water aqueducts, water lines and booster stations of every description.

A.47 All means and methods of hand and machine guided welding to include but not limited to Remote Metal Deposition, Surface Tension Transfer, acetylene, micro wire 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.

A.48 Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

A.49 All methods of stress relieving of all pipe joints made by every mode or method.

A.50 The assembling and erecting of tanks, used for mechanical manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.

A.51 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 pipefitting industry.

A.52 The nondestructive testing, examination, operating, start up,

maintenance, repairing, servicing and dismantling of all work within the plumbing and pipefitting industry.

A.53 All piping for cataracts, cascades, i.e., artificial waterfalls, makeup water fountains, captured waters used for industrial, manufacturing, commercial or for any other purpose. Excluding custom made circular piping formations for decorative fountains.

A.54 Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shapes.

A.55 All layout and takeoff work, if performed by other than the owner, on the job site.

A.56 Chlorination piping work including hooking up of pumps, and the installation and operation of chlorination equipment is covered under the Labor Agreement. Sterilization and chemical analysis are not covered by the Agreement.

A.57 Startup, testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under the Agreement.

A.58 Operation and servicing of welding machines used by U.A. members.

A.59 Charging water softeners.

A.60 The installation of reheat coils and controls when attached. Excluding coils that are totally supported by duct work.

A.61 Wrapping of field joints on all prewrapped pipe and pipe formations.

A.62 All water heaters, floor furnaces, suspended gas and oil fired heaters, including vents for same and excluding duct work.

A.63 Handling, including delivery or pick up at job site to or from delivery vehicles, setting, rigging, erecting and fabricating by any mode or method of all U.A. jurisdiction covered under this Paragraph.

A.64 All solar systems and components thereof (excluding catalog panel supports).

A.65 All cleanup and craft support of the Contractors shop, yard, and/or jobsite associated with the work of the United Association.

**APPENDIX B
GRIEVANCE & ARBITRATION**

B.1 STRIKES AND LOCKOUTS

B.1.1 If a Contractor is performing work on a job, it shall not be a violation of this Agreement or cause for discharge or disciplinary action in the event that the Building Construction Trades Council or any of its affiliated Unions places a lawful primary picket line on such job and any employee refuses to go through or work behind any such lawful picket line. Nor shall the Contractors be deemed to have violated this Agreement if they cease operations during the period of a stoppage of work by the Unions other than those who are parties hereto.

B.1.2 Before a Business Agent or Representative of a Union signatory to this Agreement shall request action which would strike a project upon which an Employer, party to this Agreement, is operating, said Business Agent or Union Representative shall notify said Employer forty-eight (48) hours before such strike is to become effective or before such action is taken by said Business Agent or Representative.

B.2 GRIEVANCE PROCEDURE

B.2.1 All grievances or disputes concerning a violation of or arising under this Agreement must be brought to the attention of the Employer, or his representative above the rank of Foreman, within ten (10) work days of the known occurrence giving rise to the dispute, or it shall be waived; and in no event shall any retroactive adjustment be required in excess of thirty (30) work days from the date the grievance or dispute is brought to the attention of the Employer. The thirty (30) days' limitation shall not apply to Employer contributions. In addition, any and all violations of the National Labor Relations Act alleged by an employee against any of the employers or the union may be grieved under this procedure provided the charge is raised within six (6) months from the date of the alleged violation. Any such alleged violation shall be initiated in Step 2 by filing a written charge summarizing the

underlying violation and Sections of the National Labor Relations Act violated. Upon the filing in Step 2, the alleged violation shall be processed in the same manner as contract grievances. Grievances or complaints may be filed by a Local Union signatory hereto, the Contractor, Contractors Association, or District Council No. 16 Representatives. Grievances or complaints may be filed by the trustees of any Benefit Trust Fund ten (10) days after the Employer has been notified that he is delinquent in his fringe benefit contributions. Such grievances and disputes shall be initiated in accordance with the procedure set forth in this Paragraph. All time limits set forth in this Section may be extended by mutual agreement between the Contractor and/or Contractors Association and District Council No. 16.

B.2.2 Step One. The Steward or the Union Representative is to receive grievances or disputes from employees covered by this Agreement, and report them to his Business Manager, who shall then attempt to adjust said grievance or dispute with the Contractor Representative performing the work.

B.2.3 Step Two. In the event that such dispute cannot be adjusted in this manner within twenty-four (24) work hours after complaint has been submitted, the same shall be submitted in writing within an additional twenty-four (24) work hours to the Subcommittee of the Joint Arbitration Board with copies to the Contractor and/or Contractors Association and District Council No. 16.

B.2.4 Step Three. If referred by a member of the Subcommittee, or appealed by the affected Employer or Local Union, the Joint Arbitration Board shall convene at its next meeting after the dispute has been referred to it. Any Contractor or Union cited before the Joint Arbitration Board shall have at least ten (10) calendar days' notice of the hearing, unless a lesser period of time is agreed to between the complaining Union and the Contractor. The final decision must be rendered as soon as possible after the complaint is heard by the Joint Arbitration Board. All the time limits set forth in this Section may be extended by mutual agreement between the Contractor and/or the Contractors Association and District Council No. 16. In the event any party cited before the Joint Arbitration Board or the

Subcommittee fails to appear after receiving notice in conformity with Appendix B, Paragraph B.2.8, the Joint Arbitration Board or Subcommittee shall have the power to hear and determine the matter based solely upon the evidence of the party or person making the complaint.

B.2.5 Step Four. In the event the Joint Arbitration Board is unable by majority vote to agree, they may submit the dispute to a referee chosen by the Board. If the Board is unable to select a referee, either party may immediately request the Federal Mediation and Conciliation Service to submit the names of five (5) persons qualified to act as referee. When said list has been presented to representatives of the parties hereto, each shall have the choice of alternately rejecting the names of two of those five persons, with the order of choice being determined by lot, and the remaining, or fifth person shall be selected as the referee within forty (40) work hours after submission of said list. The referee's decision shall be final and binding on both parties.

B.2.6 It is specifically agreed that the terms and conditions of this Agreement shall be binding upon the Joint Arbitration Board and/or the Impartial Arbitrator and that he or they shall have no authority to alter, amend, or revise the wages, hours and other conditions set forth herein, it being the intent that such Board and/or arbitrator's authority and decision shall be within the scope and limited to the application of terms and conditions hereof. The parties hereto agree that a decision rendered by a majority of the Arbitration Board and/or the Impartial Arbitrator shall be final and binding upon them. All costs of the impartial arbitrator shall be divided equally between the Contractor and the Local Union involved.

B.2.7 All disputes between the parties regarding the interpretation or application of any of the terms or conditions of this Agreement shall be submitted to arbitration in the manner provided in this Section.

B.2.8 Contractors will not be cited before the Joint Arbitration Board except on charges preferred by the Business Manager of a Local Union, or his designee, except when the charge has been filed by the trustees of any Benefit Trust Fund for nonpayment of fringe benefit contributions.

B.2.8.1 Such charges must be made on a form designated by the Joint Arbitration Board. Such charges shall not be accepted unless the form shows the Business Manager or his designee, or the trustees of any Benefit Trust Fund, attempted to contact the Employer without success to settle the grievance prior to submitting such complaint to the Board. Copies of such charges must be immediately sent Certified Mail, return receipt requested, to the Contractor (or Local Union) the complaint is against, with a copy to the Contractor and/or the Contractors Association and District Council No. 16. The complaining party must give immediate notice to the Contractors and/or Contractors Association and District Council No. 16 when a dispute is settled after having been referred to them in writing. The Unions agree that such Board procedure will not be used to harass a Contractor, and the Employers agree to give full consideration to all charges, particularly repeated violations of the contract.

B.2.8.2 The signatory parties hereto agree that service of the charges, the notice of hearing before the Joint Arbitration Board or Subcommittee, and notice of the decision of the Joint Arbitration Board or Subcommittee shall be deemed to have been properly served upon the party cited if it is sent by Certified Mail, return receipt requested, at said person's last known home or business address, as posted with District Council No. 16. The signatory parties hereto agree that the address appearing as contained in the Contractors Roster of the Contractors Association or District Council No. 16 shall be the last known address of the person cited, and the person cited agrees that service at this address will be deemed sufficient both for notice of hearing and of the decision of the Joint Arbitration Board or Joint Arbitration Board Subcommittee. It shall be the affirmative duty of all the signatory parties hereto to keep the secretary of the Joint Arbitration Board or Subcommittee advised of said person's last known address. The signatory parties hereto hereby waive any claim that they were not served properly if service as above set forth was made as set forth in this Section.

B.2.9 All jurisdiction disputes between Unions signatory hereto shall be decided by the United Association, and shall be binding on the Local Union and the Contractor.

B.2.10 Both parties hereto agree to maintain proper personnel and facilities to carry out the terms and conditions of this Agreement.

B.2.11 The Unions may take any lawful action they deem necessary against any Contractor who has failed, neglected or refused to comply with or execute any settlement or decision reached through the provisions of Appendix B, Section B.2 and B.3 of the Agreement, except a decision involving violations of Paragraphs 2.1.5 and 6.1.5 of this Agreement. The Union shall have the right to strike, picket, remove men or engage in any economic activity in the event the Employer fails to pay wages, fringe benefits or fails to post the required bond.

B.3 JOINT ARBITRATION BOARD

B.3.1 Within thirty (30) days after the execution of this Agreement, the Contractors shall select five (5) representatives and sufficient alternates, and the Union shall elect five (5) representatives and sufficient alternates, as members of the Joint Arbitration Board, which shall be known as the Joint Arbitration Board of the AIRCONDITIONING, REFRIGERATION AND MECHANICAL CONTRACTORS ASSOCIATION OF SOUTHERN CALIFORNIA. In the event of the absence of any representative elected by the Unions, the remaining representatives elected by the Unions, may vote in behalf of such absent representative. In the event of the absence of any representative selected by the Contractors, the remaining representative selected by the Contractors may vote in behalf of such absent representative. Such Joint Arbitration Board shall have the following power and duties:

B.3.1.1 The Contractors signatory to this Agreement agree that the Joint Arbitration Board established between District Council No. 16 and the Contractors Association will be the Joint Arbitration Board as listed in this Agreement and such Board and/or its Subcommittee will have full authority to process all grievances, disputes, violations and/or other items as spelled out by the Agreement as being under their jurisdiction, and any decision rendered by such Board shall be final and binding on both Contractor and Union and any employees involved.

B.3.1.2 To supervise and control the operation of the job referral system of all Contractors under agreement with the Union.

B.3.1.3 To promulgate any and all rules and regulations from time to time that it deems advisable for the operation of the exclusive job referral plan, and to assess damages and/or penalties against Contractors, Local Unions, and/or workmen for violation of this Agreement.

B.3.1.4 To supervise the posting by the parties of all rules and regulations relating to the functioning of the referral plan at the Union Dispatch Office and at the Contractor's Office and job site.

B.3.1.5 To hear and determine any and all disputes or grievances arising out of the operation of the job referral system including but not limited to grievances arising out of work registration, work referrals and the preparation of the referral registration lists. Any applicants or registrant shall have the right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Arbitration Board. If any question arises as to the qualifications and competence of an applicant, the Joint Arbitration Board shall make the determination. Such determination shall be fair and impartial, without regard to applicant's membership or non-membership in the Union, and shall be final and binding on both parties.

B.3.1.6 To inspect at all times any of the books, records, procedures or operations of any Hiring Hall operated for the procurement of men under the terms of this Agreement or the Independent Master Agreement. To see that the operation of the Hiring Halls is conducted according to the rules and regulations adopted for such Halls. Any Hiring Hall denying such rights to the Joint Board shall be subject to immediate suspension of the privilege of dispatching men to Contractors covered under the terms of this Agreement and Contractors shall be denied the right to procure men from such a Hiring Hall.

B.3.1.7 During such time as a Hiring Hall is under suspension and until such time as the Joint Board clears the Hall of discriminatory practices and approves the necessary methods of correction, the Contractors shall procure all employees

from the other approved Hiring Halls covered under the terms of this Agreement. The Contractors shall immediately be subject to the reuse of such a Hall on clearance by the Joint Board.

B.3.1.8 Prior to action being taken as outlined, the United Association General Offices shall be notified of the violations and given a ten (10) day notice to arrange for inspection of the records and procedure.

B.3.1.9 Upon receipt of complaint filed pursuant to the provisions of Paragraph 7.1.8 to perform all the functions and duties provided for in Paragraphs 7.1.8.1, 7.1.8.2, 7.1.8.3, and 7.1.8.4.

B.3.1.10 To perform all the functions and duties provided for in Appendix B, Section B.2.

B.3.1.11 The Joint Arbitration Board or the Subcommittee shall have the right not only to determine whether there has been a violation of this Agreement, but shall also have the right to devise an appropriate remedy, including allowance of attorney's fees, costs of enforcement and interest from the date of decision, if court proceedings are required to enforce the decision. In addition, the Joint Arbitration Board and Subcommittee shall have the right to determine whether a party cited before the Joint Arbitration Board or Subcommittee has been properly cited and whether the provisions for notice have been complied with. When an issue involves or arises under the National Labor Relations Act, the Subcommittee or the JAB has the authority to order a remedy consistent with applicable NLRB precedents.

B.3.1.12 The Joint Arbitration Board and Subcommittee shall have the further right to determine whether a party is signatory to this Agreement; whether any particular dispute is subject to the grievance procedure of this Agreement; and shall have the right to determine any and all defenses or contentions, legal or otherwise, raised by any person. Upon the rendering of the decision by the Joint Arbitration Board, the Chairman and Secretary may execute any written award on behalf of all the members of the Board.

B.3.2 The Board shall meet periodically to review the operation of this Agreement, labor supply and general technical and economic conditions of the Plumbing,

Heating and Piping Industry and make recommendations to the parties which will be beneficial to the industry and the general public.

B.3.3 The Board shall have the right to assess damages against Contractors, workmen or any of the Local Unions signatory hereto for violation of this Agreement, including but not limited to:

B.3.3.1 The right to hear and determine damages against any of the Local Unions signatory hereto, including alleged violations of Appendix C, Paragraphs C.4.5 and C.4.6 of this Agreement.

B.3.3.2 The right to remove workmen from the shop or job for a period of one (1) year.

B.3.3.3 The right to deny the use of the Hiring Hall to either the Contractor or workmen except for violation of Paragraphs 2.1.5 and 6.1.5 of this Agreement.

B.3.3.4 The right to suspend for any period of time, the Contractor's right to call for workmen by name from the Union's out of work list.

B.3.3.5 The right to suspend for any period of time the Contractor's right to transfer workmen from the jurisdiction of one Local Union to the jurisdiction of another Local Union.

B.3.3.6 The right to determine where any assessments or damages are to be paid except as otherwise provided in this Agreement. Damages for all grievances for breaches of this collective bargaining Agreement shall be payable as additional revenue contributions for the Southern California Pipe Trades Retirement Fund where no identified grievant employee is determined eligible for such damages.

B.3.3.7 The right to require a bond for wages or Benefit Trust Fund contributions after one or more defaults or delinquencies.

B.3.3.8 The right to require a contributing Contractor to permit the applicable Benefit Trust Funds to audit his accounting records to determine that contributions have been properly made.

B.3.4 The Joint Arbitration Board may delegate any and all of its powers and duties to a Joint Subcommittee which shall consist of no less than one (1) person designated by

the Contractors Association and one (1) person designated by District Council No. 16. Said Subcommittee shall have the authority to hear complaints of contract violations and shall be empowered to determine guilt and assess damages. Any decision of the Subcommittee may be appealed to the Joint Arbitration Board provided said appeal is submitted in writing by Certified Mail, return receipt requested, to both of the signatory parties hereto within five (5) days after receiving notice of decision of the Subcommittee. If no appeal is filed within five (5) days, the decision of the Subcommittee shall be final and binding.

B.3.5 In the event the Subcommittee of the Joint Arbitration Board determines by a final and binding decision that an Employer has failed to make the required contributions pursuant to this Agreement, or has issued a nonsufficient fund check, the Union shall immediately comply with the provisions of Appendix C, Paragraph C.4.5. The Union shall continue to keep the job shut down until all proper payments to the Trust Fund have been paid and until the required bond and/or bonds have been deposited. Either the Joint Arbitration Board or the Subcommittee shall have the right to request, at an appropriate time and place, all records, books of accounts, copies of federal and state tax reports, documents relating to payrolls and documents relating to fringe benefit contribution reports.

B.3.6 Said request may be made by the Joint Arbitration Board or Subcommittee together with any complaint filed against the Employer. Failure to produce the aforementioned books and records shall be a violation of this Agreement.

B.3.7 District Council No. 16 agrees to give the Contractors, and the Contractors Associations immediate notice of any change in the geographical boundaries of any Local Union over that previously submitted to the Contractors Association. No violation of the hiring procedures or fabrication provisions will be found of such change in geographical boundary until thirty (30) days after said notice is given.

B.3.8 District Council No. 16 and the Contractors or the Contractors Association party to any grievance agree to share equally all expenses incurred necessary for the consideration and decisions of grievances or disputes, arising herein, with

District Council No. 16 administering the sending of notices, setting up the meetings, filing the decisions, etc. The Joint Arbitration Board shall determine the cost in each case.

B.3.9 The Employer and the Union hereby accept the authority and jurisdiction of the Joint Arbitration Board established between Southern California Pipe Trades District Council No. 16 and AIRCONDITIONING, REFRIGERATION AND MECHANICAL CONTRACTORS ASSOCIATION OF SOUTHERN CALIFORNIA (ARCA/MCA) as the Joint Arbitration Board to decide overall questions regarding any provision in this collective bargaining agreement which relates in any way to the Pipe Trades Trusts, including but not limited to the making of contributions to the Trusts.

B.3.9.1 Overall demands by the trustees of the Benefit Trust Funds for the payment of contributions, for delinquent contributions, for audits of contributing Employers and related entities, for costs including audit and other collection costs, for interest and for attorney fees.

B.4 WAGE & HOUR / NLRB DISPUTES

B.4.1 Arbitration-of Wage and Hour Disputes Not Covered by the Master Labor Agreement. The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty (50) years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that "[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy...imposed on

individual employees by the employer as a condition of employment." D.R. Horton Inc. 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the collective agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. It is therefore the intent of the parties that this arbitration procedure provides a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

B.4.1.1 Arbitration of Employment Related Claims. Any dispute, complaint or grievance alleging a violation of the Master Labor Agreement or the National Labor Relations Act shall be processed through the Procedure for Settlement of Grievance and Disputes in Appendix B, and the Local Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under the Industrial Welfare Commission Wage Order 16 ("Wage Order 16"), which is subject to the Procedure for Settlement of Grievance and Disputes in Article VI by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Appendix B, and not this Appendix. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as "Contractual Disputes".

In addition to Contractual Disputes that may be brought by the Local Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code section 2699.5 as amended, the California Private Attorneys General Act (Labor Code section 2698, et

seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or "Statutory Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Master Labor Agreement which are deemed Contractual Disputes). This Appendix shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, Cal OSHA and/or OSHA and the California Division of Workers' Compensation.

B.4.1.2 Procedure for Arbitration of Disputes. No Statutory Dispute subject to this Appendix shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in the Procedure for Settlement of Grievance and Disputes in Article VI or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Appendix, the grievance shall not be heard by the Joint Adjustment Board, but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained Appendix B shall not apply; instead, the individual employee and the Contractor shall proceed to

arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, the Arbitrator may award cost and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees of cost, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction. The Arbitrator shall not have any authority to award relief that would require amendment of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors.

APPENDIX C TRUST FUNDS

C.1 CONTRACTOR TRUST STANDARDS

C.1.1 Owner Performing Bargaining Work / Exempt Owner:

C.1.1.1 An Owner is defined as a sole proprietor, partners, or shareholders and/or officers of a corporation.

C.1.1.2 Each signatory Contractor may designate one Owner to perform bargaining unit work without complying with the terms and conditions of the Agreement, including, but not limited to, payment of wages and benefits under Appendix E. The designated Owner under this provision shall be referred to as the "Exempt Owner".

C.1.1.3 The "Exempt Owner" shall be designated in writing at the time the Contractor becomes signatory to the Agreement. Such written notification shall be made to District Council No. 16, the applicable Benefit Trust Funds listed in Section C.2.1, and the appropriate Contractor's Association, if the Contractor is a member of an association. Failure to provide written notification shall prohibit the Contractor from designating an Exempt Owner for that calendar year and all Owners performing bargaining unit work shall meet the requirements in Paragraph C.1.2 below. Each Contractor may designate or change the designated Exempt Owner one time each calendar year by notifying District Council No. 16, the applicable Benefit Trust Fund, and appropriate Contractor's Association in writing of the change. More than one (1) change per calendar year must be approved by the Joint Arbitration Board.

C.1.1.4 Exempt Owners may not perform bargaining unit work when their company is performing work under a subcontract from another signatory firm unless the Exempt Owner obtains advance approval from the Joint Arbitration Board.

C.1.2 OWNERS PERFORMING BARGAINING WORK

C.1.2.1 Owners, other than the Exempt Owner as provided above, may perform bargaining unit work provided the Contractor meets the following conditions.

C.1.2.2 The terms and conditions of the Agreement must be applied to the Owner, except as modified below.

C.1.2.3 Unless otherwise required herein or required by the applicable board of trustees, Benefit Trust Fund contributions for each Owner shall be paid at the construction journeyman contribution rate based on one

hundred twenty (120) hours per month for health and welfare funds and based on one hundred ten (110) hours per month or hours worked, whichever is greater for all other Benefit Trust Funds. However, corporate shareholders who own less than ten percent (10%) of the corporate stock and partners who hold less than ten percent (10%) partnership interest must have contributions made on hours worked.

C.1.2.4 Non corporate Contractors whose non-exempt Owners are performing bargaining unit work are not required to make pension contributions on the Owner(s), because such individual are not legally eligible to participate in qualified defined benefit or defined contribution retirement plan. Each non corporate Owner acknowledges that he cannot participate in such qualified retirement plans and that contributions made to other Benefit Trust Funds do not implicate participation in any qualified retirement plan.

C.1.2.5 Each Contractor making contributions on behalf of Owners under these provisions shall list in writing with District Council No. 16, any relevant Benefit Trust Funds, and with the appropriate Contractors Association the names of all Owners on whose behalf contributions are being made. With respect to corporations, the listing shall include the percentage amount of stock owned by each Owner. For purposes of determining corporate ownership the ownership interest of all members of the immediate family (i.e. spouse and children) shall be listed and considered one person.

C.1.2.6 Once a non-exempt Owner stops performing bargaining unit work, or the Contractor becomes delinquent more than forty- five (45) days to the Trust Funds, all trust fund benefits are forfeited and revert to the Benefit Trust Funds, except vested benefits that by law cannot be lost, e.g. vested pension benefits and vacation and holiday contributions. This forfeiture shall not apply if (i) the Contractor goes out of business, or (ii) the non-exempt Owner becomes unemployed, and the non-exempt Owner makes himself available for covered work by immediately signing the local union's out-of-work list or (iii) the non-exempt owner retires. Under these circumstances, there shall be a continuity of Benefit Trust Fund participation.

C.1.3 OWNERS ENGAGED IN ADMINISTRATION OF WORK

C.1.3.1 Owners who are actively involved in the administration of bargaining unit work may participate in the Benefit Trust Funds. Such classifications as bookkeepers and lawyers are not included in the administration of bargaining unit work. Unless otherwise required herein or by the relevant Benefit Trust Funds board of trustees, contributions for Owners reported under this provision shall be paid at the construction journeyman contribution rate, based on 120 hours per month of health and welfare funds, and based on one hundred ten (110) hours per month or hours worked, whichever is greater for all other Benefit Trust Funds.

C.1.3.2 Each Contractor must designate in writing as required in Paragraph C.1.2.5 above Owners participating under Paragraph C.1.3.1. Participation in the Benefit Trust Funds shall commence 30 days after giving written notification to District Council No. 16, the relevant Benefit Trust Funds, and appropriate Contractors Association. Failure to provide written notice shall result in no obligation on the Benefit Trust Funds part to cover such Owners.

C.1.3.3 Notwithstanding any other provision of these Sections (C.1, C.2, C.3), Contractors may continue contributions to the relevant Benefit Trust Funds on behalf of compensated employees who were previously covered by the Benefit Trust Funds while working as a regular bargaining unit employee under this Agreement or any other District Council No. 16 agreement. Such employees shall be considered bargaining unit alumni and their participation in the Benefit Trust Funds will be in accordance with the rules and regulations of the relevant Benefit Trust Funds.

C.1.3.4 Once a Contractor elects not to provide Benefit Trust Fund participation under these provisions, or becomes delinquent more than 45 days, the individuals covered hereunder are no longer eligible to participate in the Benefit Trust Funds and all trust fund benefits are forfeited and revert to the trust funds, except vested benefits that by law cannot be lost, e.g. vested pension benefits and vacation and holiday contributions. This forfeiture shall not apply if the Contractor

goes out of business, or the individual becomes unemployed, and the individual makes himself available for covered work by immediately signing the local union's out-of-work list. Under these circumstances, there shall be a continuity of Benefit Trust Fund participation.

C.1.4 SPECIAL PARTICIPATION AGREEMENTS

C.1.4.1 As a condition of acceptance of Benefit Trust Fund contributions on behalf of anyone to whom which these Sections apply (C.1, C.2, C.3) the relevant Benefit Trust Funds may require the Contractor to sign a special participation agreement on the terms and conditions established by the trust fund's board of trustees.

C.2 BENEFIT TRUST FUNDS

C.2.1 The parties to this Agreement have established the following Benefit Trust Funds: (i) the Southern California Pipe Trades Health And Welfare Trust Fund, (ii) the Southern California Pipe Trades Pensioners and Surviving Spouses Health Fund, (iii) the Southern California Pipe Trades Retirement Fund, (iv) the Southern California Pipe Trades Defined Contribution Fund, (v) the Southern California Pipe Trades Vacation And Holiday Fund, (vi) the Southern California Pipe Trades Christmas Bonus Fund, (vii) the Landscape Irrigation and Lawn Sprinkler Industry Health and Welfare Benefits Trust Fund, (viii) the Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Trust Fund (ix) the Piping Industry Progress and Education Labor & Management Cooperation Committee Trust Fund (P.I.P.E.) and (x) the Apprentice And Journeyman Training Trust Fund. Each Benefit Trust is to be administered by a single board of trustees composed of not to exceed fourteen (14) Union members elected by District Council No. 16 and not to exceed fourteen (14) Employer members selected by the California Plumbing and Mechanical Contractors Association (CPMCA). In no event shall the total number of trustees be reduced to fewer than fourteen (14); seven (7) Union trustees and seven (7) Employer trustees.

C.2.2 The parties have also established the Alternative Workers' Compensation Insurance Program. This program is to be administered by a single board of trustees

composed of not to exceed three (3) Union trustees appointed by P.I.P.E. and three (3) Contractor trustees appointed by P.I.P.E.

C.2.3 A trustee, representing Employers, must be an owner or employee of a Contractor bound by a District Council No. 16 Collective Bargaining Agreement which is making contributions to the relevant trust funds. Such trustees' job responsibilities for that Contractor must include labor relations. Any trustee will remain a trustee so long as his or her Employer continue to make contributions to the relevant Benefit Trust Funds.

C.2.4 PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND (PPNPF). Each Employer signatory or otherwise bound to this Agreement agrees that the Employer shall make pension contributions to the Plumbers and Pipefitters National Pension Fund ("National Pension Fund") in accordance with the terms of this Agreement. The Employer shall make the contributions to the National Pension Fund for each hour or portion thereof, for which any Employee is paid or entitled to payment for performance of duties for the Employer, and each overtime hour shall be counted as one regular hour for which contributions are payable.

C.2.4.1 In addition to the other requirements set forth in this Section C.2.4, each Employer agrees to make contributions to the National Pension Fund in accordance with the terms of National Pension Fund's Revised Standard Form of Participation Agreement ("Standard Form") attached hereto, incorporated herein by reference and made part of this Agreement. By the incorporation of the Standard Form, each Employer, whether or not it has signed the Standard Form, agrees to be bound to the Standard Form as if the Employer signed the document.

C.2.4.2 The Employers shall continue contributions to the PPNPF for any compensated Employees who were previously covered by the PPNPF as members of the bargaining unit and who are continuing to perform work of the type covered by this Agreement for at least half of their hours with the Employer. It is understood that the Employers may not make contributions on behalf of any Employee who owns, or whose spouse owns, 10% or more of the Employer unless it signs and abides by a participation

agreement covering such owner Employees. It is also agreed that the Employers shall not make contributions to the PPNPF on behalf of any Employees other than those covered by this Agreement or by a separate participation agreement.

C.2.4.3 It is agreed that all contributions shall be made to the PPNPF which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978, as amended at such time and in such manner as required by this Agreement and in accordance with any other requirements set by the Trustees of the PPNPF. The Employers hereby ratify, accept and designate as their representatives the Employer Trustees serving as such and authorize said Employer Trustees to designate additional and successor Employer Trustees. The Employers also authorize the Employer Trustees to adopt amendments to the PPNPF trust documents.

In addition, the PPNPF Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employers to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the PPNPF. The Employers' liability for payment to the PPNPF shall not be subject to the grievance or arbitration procedure or any "no-strike" clause provided under this Agreement, and the PPNPF Trustees may impose interest and liquidated damages on unpaid contributions as provided in the PPNPF trust documents.

C.2.4.4 It is agreed that the Pension Plan adopted by the Trustees of the PPNPF shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employers at all times to treat contributions to the PPNPF as a deduction for income tax purposes.

C.2.5 The Employer agrees to contribute to the International Training Fund (ITF) in accordance with this agreement for each hour paid. Each overtime hour shall be counted as one regular hour for which contributions are payable.

C.3 CONTRIBUTIONS

C.3.1 All Contractors shall make contributions for all employees into the applicable Benefit Trust Funds listed in this Agreement.

C.3.2 Contributions on Overtime hour shall be paid at the straight time rate, except for contributions to vacation and holiday fund, which shall be paid 1 ½ times the straight times rate.

C.3.3 No Contractor shall avoid the payment of contributions by shortening payroll hours. Legitimate bonuses shall be approved with no fringe benefits due.

C.3.4 TIME OF CONTRIBUTIONS AND MONTHLY REPORTS. Contributions to each of the Benefit Trust Funds listed in this agreement shall be due and payable on or before the tenth (10th) day of each month for hours worked by each employee through the last payroll period in the prior calendar month except as specified herein. Each Employer shall file a monthly report with each Benefit Trust Fund on the form established by the fund and such report shall be filed regardless of whether the Employer has employed any employees in the month covered by the report.

C.3.5 The reporting date for determining delinquency in making payments and filing reports is 12:00 midnight on the 15th day of the month following the work month. If the delinquency date falls on a weekend or holiday, this delinquency date will become the first following business day. All payments and reports must be postmarked, or hand delivered to the Benefit Trust Fund administrative office, by the delinquency date (metered postage is not acceptable for determining the timeliness of payments and reports). The Employer agrees to file copies of contribution reports with any Local Union in which jurisdiction the Employer employed employees during the reporting period.

C.4 DELINQUENCY OR FAILURE TO MAKE CONTRIBUTIONS OR TO FILE REPORTS

C.4.1 Any Employer who fails to report or to make contributions due to Benefit Trust Fund listed in this agreement before the 15th day of the month in which it is due or whose payment is not completed due to non-sufficient funds shall be considered delinquent and therefore subject to the following:

C.4.2 It having been determined that when Contractors are delinquent in reporting and paying Benefit Trust Fund contributions, it imposes a financial burden upon the various

Benefit Trust Funds, the amounts of which are not readily ascertainable, liquidated damages in the amount as determined by the applicable Benefit Trust Fund, shall be paid by the delinquent Contractor in addition to the contributions required by this Agreement. In addition, Employers who have been found to be delinquent shall be required to make contributions and file reports semimonthly on the first 1st and fifteenth day of each month, and shall be considered delinquent if payments and reports are not mailed within seven (7) days of said reporting date and they shall continue making such semimonthly reports until there have been twelve (12) consecutive months without any delinquency. An Employer who has been chronically delinquent shall be assessed surcharge liquidated damages, at such rates as shall be determined by the applicable boards of trustees, or its subcommittee.

C.4.3 The Subcommittee of the Joint Arbitration Board and/or the Subcommittee of the applicable board of trustees may determine when legal counsel for the relevant Benefit Trust Funds should institute legal proceedings against any Employer who is delinquent in his contributions to the Benefit Trust Funds. Said suit may, without limitation, either be in the name of the signatory unions hereto or in the form of a petition to confirm the award of the Subcommittee or Joint Arbitration Board. A delinquent Employer shall pay all reasonable attorney's fees, court costs, interest, liquidated damages, and other expenses incurred in the enforcing of collections, to the Benefit Trust Funds, or as specified by the Joint Arbitration Board or the Subcommittee. Notwithstanding the foregoing or any other provision of this Agreement, the boards of Trustees of the Benefit Trust Funds shall have the power in their name or in the name of the Trust Funds or otherwise, as in their discretion may be deemed necessary or desirable, to demand and enforce, by suit in court or otherwise, in whatever form or forms they may choose, the prompt payment of contributions to the Benefit Trust Funds including payments due to alleged delinquencies from signatory Employers or any other employer, company or individual, without being limited or restricted by the grievance or arbitration procedures set forth or provided herein.

C.4.4 A delinquent Employer shall be liable to any employee affected by such

delinquency for a sum equal to the value of the benefits lost to the employee by reason of delinquency of such Employers. Such sum shall be transmitted to such employee through District Council No. 16. A delinquent Employer shall be liable to reimburse any Benefit Trust Fund for the cost or value of any benefits, which may be made available by the Benefit Trust Funds to any employee affected by the failure of the delinquent Employer to contribute or report to the Benefit Trust Fund.

C.4.5 The Unions shall remove employees covered by this Agreement from employment with a delinquent Employer, provided that advance notice of not less than twenty-four (24) hours is given of such action to the delinquent Employer. Such removal of employees and cessation of work by employees for such delinquent Employer shall continue until the Administrator of the Benefit Trust Fund involved verifies that there is no money owing to the Benefit Trust Fund by such Employer. An Employer shall be considered delinquent if he fails to deposit the bond required by Appendix B, Section B.3, Paragraph B.3.3.7.

C.4.6 In the event a Local Union refuses and/or fails to remove employees from a delinquent Employer within forty-eight (48) hours of receiving notice of such delinquency by a traceable delivery service (copy to District Council No. 16 office) from the trust fund administrative office, said Local Union shall thereafter be immediately liable for any delinquent contributions. The Union shall be in violation of this Agreement if it fails to remove its men in the employ of the Contractor until any required bond is posted, payment made good and/or Joint Arbitration Board's decision is adhered to. In the event the Union fails or refuses to remove its men, it shall immediately pay any Benefit Trust Fund contributions which are delinquent, make good any payment rejected due to non-sufficient funds and/or pay any Joint Arbitration Board assessment due. All such money paid by a Local Union shall be refunded to that Union when collected from the Contractor.

C.4.6.1 A Local Union may be excused from the provisions of Section C.4.6.1 penalty if it notifies District Council No. 16 within 48 hours of receipt of such notice of its inability to comply and submits satisfactory proof or acceptable reasons

therefor. When workmen are removed from an Employer's shop or job because of delinquency in payment of Benefit Trust Fund contributions or wages, the Employer shall pay to all such removed workmen for sixteen (16) hours, including 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 only then the Employer 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 were 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.

C.4.7 Men removed from the job may accept a work order to a different Employer and still be eligible to be transferred back to the Employer from which he was removed, providing the 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 Section for the time they were paid while working for another Employer.

C.4.8 The board of trustees, or a subcommittee therefore of the relevant board of trustees shall be responsible for instructing the relevant Benefit Trust Fund administrative office to send notices to the Local Union as set forth in this Section. The Benefit Trust Fund administrative office shall be required to immediately notify the trustees or subcommittee and Local Union when an Employer is no longer delinquent.

C.4.9 Contractors who are found to be delinquent in the payment of fringe contributions or whose payment is incomplete due to non-sufficient funds that is not due to an error by a financial institution, or that fails to comply with a Joint Arbitration Board award, may be required by the Joint Arbitration Board Subcommittee to post a bond of not less than five thousand dollars (\$5,000.00), but not to exceed triple the amount of his average monthly contributions to all Benefit Trust Funds for the preceding six (6) months, unless the Contractor can submit an explanation that is satisfactory to the Subcommittee. Failure to post a bond as

required by this Section shall be a violation of this Agreement. The various Benefit Trust Funds boards of trustees may file a grievance against an Employer through the Joint Arbitration Board to require the Employer to post the required bond.

C.4.9.1 A Contractor that has posted a bond because of delinquency or because payment has been incomplete due to non-sufficient funds, shall keep the bond in force or effect until consecutive months have passed without an incomplete payment due to non-sufficient funds, or a delinquency in the payment of wages or Benefit Trust Fund contributions. Any such 12 month period will not be affected by the expiration or renewal of this Agreement.

C.5 INCORPORATION OF TRUST AGREEMENTS

C.5.1 To the extent that any provisions of any of a Benefit Trust Fund trust document is inconsistent with any provisions of this collective bargaining Agreement, then this Agreement shall prevail.

C.5.2 The trust documents establishing and maintaining the Benefit Trust Fund listed in Section C.2.1 are incorporated herein by reference and made a part of this Agreement and are made counterparts of each other and shall be binding on all Employers employing persons covered by this Agreement.

C.5.2.1 The parties intend to cover paid time off as part of the benefits paid through the Southern California Pipe Trades Vacation and Holiday Trust Fund ("V&H Fund"). The Trust Agreement for the V&H Fund shall be revised to include paid time off as one of the benefits paid by this fund.

C.5.2.2 The parties through this Collective Bargaining Agreement expressly waive the requirements for signatory contractors under the Healthy Workplace Healthy Families Act of 2014 to provide paid sick days and to the extent permissible under any local ordinance which allows bargaining parties to waive paid sick days through collective bargaining, the parties do hereby exercise such a waiver.

C.5.3 Each Employer party hereto, expressly acknowledges delivery and receipt of a true copy of each of the trust documents above mentioned and accepts, assumes and agrees to be bound by all of the

obligations imposed upon the individual Employer by said documents. Each Employer making contributions to each of said Benefit Trust Funds hereby agrees that by so doing and hereby does irrevocably designate and appoint the Employer designated trustees mentioned in each of said trust documents as trustees authorized to act in his behalf pursuant to said trust documents and irrevocably ratifies the designation, selection, appointment, removal and substitution of trustees as provided in each of said trust documents.

C.5.4 Each Employer becoming a party to this Agreement authorizes the trustees functioning under said trust documents and the parties hereto to obtain rulings before any court or agency concerning any tax or other aspect of this Agreement of any of the foregoing trust documents, and to comply with the filing or reporting requirements of any applicable law, in behalf of all persons covered thereby.

C.5.5 The trustees of certain health and pension Benefit Trust Funds shall be permitted to make reciprocal agreements with other trusts outside the area of District Council No. 16 for the transfer of money between trusts which, in their opinion, are in the best interest of the beneficiaries of the Benefit Trust Funds provided that they are not inconsistent with the terms of this Agreement.

C.6 "FLEXIBLE" TRUST CONTRIBUTIONS

C.6.1 EXISTING CONTRIBUTION LEVELS. The current contribution levels required to be contributed to the Southern California Pipe Trades Health and Welfare Fund and the Southern California Pipe Trades Pensioners and Surviving Spouses Health Fund; the Southern California Pipe Trades Vacation and Holiday Fund and the Southern California Apprentice and Journeyman Training Trust may be modified during the term of the Master Agreement only in the manner set forth in this Section.

C.6.2 The contribution rate to any of these Benefit Trust Funds may be increased by action of District Council No. 16 in its sole discretion by apportioning all or part of any contractual increase required under this Agreement.

C.6.2.1 The participating Unions may agree, by a majority ratification vote of the unions, to transfer up to twenty-five percent (25%) of the contribution amount now required to be made to the Southern California Pipe Trades Vacation and Holiday Fund any other of the employee benefit plans covered by this Agreement.

C.6.2.2 In addition, during the term of the Agreement, District Council No. 16, in its sole discretion, by a majority vote of its Delegates, may transfer up to twenty-five percent (25%) of the contribution amount now required to be made to the Southern California Pipe Trades Health and Welfare Fund and the Southern California Pipe Trades Pensioners and Surviving Spouses Health Fund to any other of the employee benefit plans covered by this Agreement.

C.6.2.3 District Council No. 16 may transfer up to twenty-five percent (25%) of the contribution amount now required to be made to the Southern California Apprentice and Journeyman Training Trust to any other of the Benefit Trust Funds covered by this Agreement.

C.6.2.4 Any such modifications may only be made once in any twelve (12) month period, and such modifications shall be implemented only after ninety (90) days' advance notice of the change has been given.

C.6.2.5 Certain wage and fringe benefit schedules that show one rate for health and welfare contributions include contributions for both the Southern California Pipe Trades Health and Welfare Fund and The Southern California Pipe Trades Pensioners and Surviving Spouses Health Fund. Periodically C.P.M.C.A. and District Council No. 16 shall inform the applicable Benefit Trust Funds of the contribution allocations among the Benefit Trust Funds.

C.7 APPRENTICE & JOURNEYMAN TRAINING

C.7.1 Except as otherwise provided herein, this Board of Trustees shall be charged with the responsibility of approving or disapproving programs and expenses of the various Joint Apprenticeship Committees and disbursing funds for same when approved; initiating programs for all Committees as needed; standardizing the various J. A. C. programs, curriculums and teaching practices, establishing and/or procuring textbooks, training material,

visual aids, safety programs, etc. and in general to coordinate all the J.A.C. programs in such a way as to produce better journeymen in the trade. They shall establish a central coordinating office and staff it with employees as needed to accomplish the objectives of the program. The Trustees of the Apprentice and Journeyman Training Fund shall provide training for every employee of the signatory Contractor who desires to attend classes under the Local Joint Apprenticeship Committee, regardless of whether the Contractor for whom he is working, or has worked, is contributing to the Apprentice and Journeyman Training Fund.

C.7.2 Each Local Union shall establish an Apprentice Committee composed of not less than three (3) nor more than five (5) Union Members, and the Employers whose shops are within said Local Union's jurisdiction, shall establish an Apprenticeship Committee composed of not less than three (3) nor more than five (5) Employers signed to a Union Agreement, and who normally employ at least one (1) Apprentice each. The two Committees shall be combined as a Joint Apprenticeship Committee in that area for the classifications for which Apprentices are to be trained.

C.7.3 Except as otherwise provided herein, this Joint Apprenticeship Committee shall, in addition to their duties dealing with the training of Apprentices, be charged with the responsibility of establishing and operating such Journeymen training classes as are required to upgrade the skills of the Journeymen in the area. They shall cooperate with the Trustees and employees of the Trustees employed in the central office to establish and operate training programs.

APPENDIX D SPECIAL AGREEMENTS

D.1 DEPRESSED AREAS

D.1.1 DEPRESSED AREAS COMMITTEE. It is the intention of the parties to this Agreement to review the proper application of the terms and conditions established in this Agreement to particular job sites or geographic locales within Southern California, which job sites or locales present special problems because of their depressed condition particularly as

this depressed condition affects the plumbing and piping industry.

D.1.2 The Union shall establish a Committee which, with the advice of ARCA/MCA, shall determine from time to time what constitutes a depressed area, and the nature and degree of assistance required to alleviate that depression. The Committee shall notify all Contractors of the area targeted for assistance, and the nature and degree of assistance available.

D.2 SERVICE AND REPAIR WORK

D.2.1 The following special working rules and conditions shall be applicable to Service and Repair work.

D.2.2 The Specialty of Service and Repair work is defined as follows:

D.2.2.1 All maintenance, repair and replacement of work stated in Appendix A (Scope of Work) and installation of appliances.

D.2.2.2 Emergency work may be performed at any time or place under this Section of the Agreement.

D.2.2.3 New additions and remodeling of single family homes, bars, restaurants, stores and commercial buildings, not to exceed five thousand (5,000) sq. ft. of floor space, is permitted under this Section of the Agreement.

D.2.2.4 New construction work cannot be performed under this Section of the Agreement, however, Service and Repair Journeymen may be used to minimal new construction projects as long as the additional fringe contributions, overtime requirements and work hours are based on the new construction contract.

D.2.3 REGISTRATION AND REFERRAL OF EMPLOYEES. Employees seeking employment under this Section of the Agreement shall register with the Local Union Hiring Hall.

D.2.3.1 Employers may request individuals by name. Employment shall be at the sole discretion of the Employer following an interview in the Contractor's office. The right of the Contractor to interview new employees may be waived at his sole discretion.

D.2.4 CLASSIFICATION OF EMPLOYEES:

D.2.4.1 Building Trades Journeyman doing Service & Repair work.

D.2.4.2 Service and Repair Mechanic Class Four.

D.2.4.3 Service and Repair Mechanic Class Three.

D.2.4.4 Service and Repair Mechanic Class Two.

D.2.4.5 Service and Repair Mechanic Class One.

D.2.5 Every Employer shall employ at least one (1) Journeyman.

D.2.6 Wage rate and fringe contributions shall be listed in Appendix E.

D.2.7 Employers may pay bonuses or commissions to Service and Repair Employees which shall be exempt from payment of fringe benefits.

D.2.8 WORKING RULES: The regular work day shall be eight (8) hours per day between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday. Employers may schedule their Employees at their discretion during these six (6) days.

D.2.8.1 Time and one-half shall be paid for all hours worked over eight (8) hours per day or forty (40) hours per week.

D.2.8.2 Double time shall be paid for New Year's Day, Easter Sunday, Labor Day, Thanksgiving and Christmas.

D.2.9 TRAINING. A Training Program will be provided by the A & J Trust Fund for Service Mechanics desiring to increase their proficiency to progress to a higher mechanic level, however, promotion to a higher level shall be by mutual agreement between the Business Manager and Employer.

D.3 INDUSTRIAL AND GENERAL PIPEFITTING

D.3.1 DEFINITION. The paragraphs under this Section shall apply to Employers and Employees as specified herein to work relating to oil, chemical, Power Generating, and Manufacturing Plants producing a

commercial product for sale, and all other Industrial pipe work included in the recognized trade jurisdiction, as granted by the United Association shall be worked under this Section.

D.3.2 This Section of the Agreement shall supersede any other provision to the contrary. All other provisions of the Agreement shall apply.

D.3.3 TRANSFER OF MEN. Contractor shall have the same rights and requirements of transfer per section 5.4 TRANSFER OF MEN with ONE (1) exception the Third employee assigned by the Business Manager and the forth by the Employer.

D.3.4 FABRICATION. The Fabrication Section 7 of this Agreement shall be amended for purpose of this Section to reflect that two 2 inch (2") and under piping and piping formation shall be fabricated on the job site, shop, or fabrication yard, within the Local Union's jurisdiction of the job site. Fabrication yard or shop shall be considered an extension of the job site for purpose of dispatch and monetary benefits. The butt welding of all millrun lengths, regardless of size shall be fabricated and assembled on the job site unless it becomes a part of a dimensional welding pipe formation.

D.3.5 INCLEMENT WEATHER. An employee reporting to 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 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 an overtime day, or on shift work, the premium rate shall be paid.

D.3.6 The following hourly wage rates and fringe contributions shall apply to work performed by employees on all work covered by the terms of this Agreement in the following counties: Kern, Inyo, Mono, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Los Angeles, Orange, and San Diego Counties, including all Offshore Islands and Platforms.

D.3.6.1 WELDER CLASSIFICATION. 10% Base wage rate premium on welders performing work in the petroleum, chemical and / or power generation industries.

D.4 LANDSCAPE / IRRIGATION & LAWN SPRINKLER CONTRACTORS

D.4.1 This Section of the Agreement shall supersede any other provision to the contrary for the work listed. All other provisions of the Agreement shall apply when not in conflict.

D.4.2 Employers signatory to this Agreement as Landscape, Irrigation and Lawn sprinkler Contractors are therefore bound as such and shall be limited to work covered by this Section of the Agreement including all preparation allied directly thereto, fabrication, replacement, repair and service of such installations.

D.4.3 Contractors performing sewer, storm drain, landscape/irrigation, and underground piping shall hire qualified Journeymen, Apprentices, and Pipe Tradesmen by notifying Local Union #345 and the Local Union where work is being performed either in writing or by telephone whenever the Contractor requires employees on any job, stating the location, starting time, approximate duration of the job, the type of work to be performed and number of workmen required prior to starting the job.

D.4.4 Employers shall have freedom of movement of all employees, materials and/or equipment on above work throughout the area covered by this Section.

D.4.5 Wage rates and fringe benefits for Landscape / Irrigation Journeyman, Apprentices and Pipe Tradesmen shall be listed in Appendix E.

D.4.6 In addition to the provisions of Section 5.5, any Employer covered by the provisions of this Section, hereby agrees to deduct from the wages of any employee dispatched from Local 345 doing work covered by this Section, working dues in the sum of 4% of the negotiated hourly wage rate multiplied by the number of hours worked in any given payroll period and will remit such sums to the applicable Benefit Trust Fund administrative office with Benefit Trust Fund monthly contribution reporting forms, provided the employees in question have signed a valid authorization card, authorizing such deduction. Employees dispatched from local unions other than Local 345 shall have District Council 16 Administrative Dues deducted from their wages as provided in Sections 5.5.2.1 and 5.5.2.2 of this agreement.

D.4.6.1 The working dues deduction shall be made each month by the remittance of said dues to the applicable Benefit Trust Fund administrative office, as Local Union No. 345's collection agent, not later than the 15th day of the succeeding month.

WORK COVERED

D.4.7 Employers signing this Agreement as Landscape/Irrigation and Lawn Sprinkler Contractors recognize Appendix A, Paragraphs A.1.12, A.1.13, A.1.14, A.1.15, A.1.16, and A.1.17 as applying to this Section of the Agreement.

D.4.7.1 Lawn sprinkler and irrigation work shall include all work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials and equipment and shall be done by the employees under the terms of this Section. Said incidental work shall include the use and operation of all necessary motorized equipment, excluding trenching equipment in excess of thirty (30) horsepower.

D.4.7.2 Work covered hereby shall include the installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to, the installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.

D.4.7.3 Work covered hereby shall include the installation of valve boxes, thrust

blocks, both precast and poured in place, pipe hangers and supports incidental to the installation of the entire piping system.

D.4.7.4 Startup, testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Section.

D.4.7.5 Said work shall include any lines inside a structure which provide water to work covered by this Section of this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.

D.4.7.6 All piping, liners, grouting and coating for ornamental streambeds, waterways and swimming pools.

D.4.7.7 All temporary irrigation and lawn sprinkler systems shall be performed under the terms of this Agreement.

D.4.7.8 All erosion control and decorative landscaping, such as decorative pools, ponds, reflecting units, hand grade of landscape areas, finish grade, spreading of topsoil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod. Installation of ground covers such as flatted plant material, rock, riprap, gravel and crushed rock, pea gravel, hydro seeding/mulching, mitigation native habitat regeneration and or restoration of all native plants and all other landscapable ground covers. Installation of header boards and mowing edges. Soil preparation such as wood shavings, fertilizers, organic, chemical, or synthetic. Top dress ground areas with bark, wood residual or other specified materials. Grub and clear tree trimmings and ground maintenance.

D.4.7.9 Plant establishment shall be work covered by this Agreement. This work may be performed exclusively by Landscape/Irrigation Tradesmen without the supervision of a Journeyman.

TRADESMEN

D.4.12 Employers employing Tradesmen to do work under this Section of the Agreement may do so under the following conditions:

D.4.12.1 The first employee on the job must be a Journeyman.

D.4.12.2 The second employee must be a Journeyman or an Apprentice.

D.4.12.3 The third and fourth employees may be a Tradesman.

D.4.12.4 The fifth employee will be a Journeyman, thereafter Tradesmen will be referred on a fifty-fifty basis, to journeyman or apprentice.

D.4.12.5 On residential work as defined herein; the first employee on the job will be a Journeyman, thereafter, the makeup of the crew will be at the discretion of the Employer.

D.4.12.6 Residential work for the purpose of this Section is defined to be residential (housing) subdivision, apartments, and condominiums under four (4) stories.

WORK RULES

D.4.13 OVERTIME. All time worked on Sundays and Holidays as listed in 4.8.1, shall be paid at twice the hourly rate. All other overtime work shall be paid at one and one-half times the hourly rate excluding those hours specified in Appendix D, Paragraph D.4.15. Overtime shall be rotated equally among all employees covered by this Section on any given job or in any shop.

D.4.14 FOREMAN. On jobs where the employee is responsible for coordinating or supervising the progress and direction of the work they will be deemed a Foreman and receive not less than one dollar and twenty-five cents (\$1.25) per hour plus fringes, above the regular Journeyman wage rate. No more than one Foreman will be required per job.

D.4.15 INCLEMENT WEATHER. In the event that an Employer's work (as such work is defined herein) on a job is actually shut down for one (1) or more full days during the normal work week by reason of inclement weather, the Employer shall be entitled to employ Journeymen and Apprentices on the succeeding Saturday at straight time wage rates, but solely upon the following conditions:

D.4.15.1 In no event may Saturday straight time work be done if, as a result thereof, any Journeyman or Apprentice would work in excess of forty (40) hours at straight time wage rates during any week.

D.4.15.2 Saturday straight time work may be done only if the Employer gives advance written notice thereof to the Business Manager of the Local Union which notice shall include: The Saturday to be worked, the job and the job location, the day in which work was shut down for inclement weather, and the number of employees involved. Saturday work performed in the absence of such notice shall be deemed to be time and one-half work.

D.4.15.3 Saturday straight time work shall be solely on a voluntary basis, subject to the individual discretion and desire of the Journeyman and/or Apprentice involved. In no case shall a Journeyman or Apprentice be subjected to penalty or discipline for any refusal to do straight time Saturday work under this provision.

D.4.15.4 If any Employer abuses this provision by paying or attempting to pay, straight time wage rates for Saturday work, except in strict compliance with this provision, the Joint Arbitration Board shall deny him the right to do straight time Saturday work during the remaining term of this Agreement.

ZONE CENTERS AND SUBSISTENCE

D.4.16 For purposes of this Section, the Employer's shop or permanent place of business shall be considered that Employer's Zone Center.

D.4.17 Employees, working under this Section and more than seventy (70) road miles from the Contractor's Zone Center, will receive Sixty dollars (\$60.00) per day for subsistence. This provision will not apply to Employees dispatched directly to the job site and who reside in the general area of the project.

RESTRICTIONS OF TRADESMEN

D.4.18 The following work restrictions will apply to all Pipe Tradesmen working under this section of this Agreement, and Tradesmen will be limited to the following work processes:

D.4.18.1 All digging and/or backfilling required by the Contractor with the exception of motorized equipment.

D.4.18.2 All cleanup and sweeping of Contractor's shop, yard or job site.

D.4.18.3 All pipe wrapping and water proofing where tar or similar material is applied for protection.

D.4.18.4 Operation of vibrating machines.

D.4.18.5 Coating and grouting of all pipe joints, holes or chases allied to the piping.

D.4.18.6 Watchman or Flagman.

D.4.18.7 All other unskilled work.

D.4.18.8 Assisting the Journeymen and Apprentices with the wire installation, unloading of materials, distribution of pipe, staking of sprinkler heads, and risers, the setting of valve boxes and the thrust blocks both precast and poured in place.

D.4.19 If any Tradesman employed under this Section is found to be doing work of other classifications of employees of this Section and charges are preferred against the Employer and he is found guilty by the Joint Arbitration Board, damages may be assessed against the Employer for all work lost by such other classifications of Employees and the Employer may be denied the privilege of employing Pipe Tradesman for the life of this Agreement.

D.5 SEWER & STORM DRAIN

D.5.1 This Section of the Agreement shall supersede any other provision to the contrary for the work listed. All other provisions of the Agreement shall apply when not in conflict.

D.5.2 Employers using this section are restricted to applying this section to sewer, storm drain, and underground piping, as described in section D.5.10 hereto, and all preparation on the job site allied directly thereto including fabrication, replacement, maintenance, repair and service of such installations.

D.5.3 Contractors performing sewer, storm drain, and underground piping shall hire qualified Journeymen, Apprentices, and Pipe Tradesmen by notifying Local Union #345, and the Local Union where work is being performed, either in writing or by telephone, whenever the Employer requires employees on any job, stating the location, starting time, approximate direction of the job, the type of work to be performed, and the number of workmen required, prior to starting the job.

D.5.4 The Employer shall have the freedom of movement of all employees, materials and/or equipment on the above work throughout the area covered by this Agreement.

D.5.5 Wage rates and fringe benefits for Sewer, Storm Drain and Underground Piping Journeymen, Apprentices, and Pipe Tradesmen will be as listed in Appendix E.

D.5.6 In addition to the provisions of Section 5.5, any Employer covered by the provisions of this Section, hereby agrees to deduct from the wages of any employee dispatched from Local 345 doing work covered by this Section, working dues in the sum of 4% of the negotiated hourly wage rate multiplied by the number of hours worked in any given payroll period and will remit such sums to the applicable Benefit Trust Fund administrative office with Benefit Trust Fund monthly contribution reporting forms, provided the employees in question have signed a valid authorization card, authorizing such deduction. Employees dispatched from local unions other than Local 345 shall have District Council 16 Administrative Dues deducted from their wages as provided in Sections 5.5.2.1 and 5.5.2.2 of this agreement.

D.5.6.1 The working dues deduction shall be made each month by the remittance of said dues to the applicable Benefit Trust Fund administrative office, as Local Union No. 345's collection agent, not later than the 15th day of the succeeding month.

D.5.7 The work day shall be eight (8) hours, which shall be paid at straight time wage rates. Excluding hours specified in Paragraphs 4.1.1, 4.1.2, and 4.1.4, all other time worked, except Sundays and Holidays, shall be paid at one and one-half (1 ½) times the hourly wage; Sundays and Holidays shall be paid at double time the hourly rate.

D.5.8 INCLEMENT WEATHER: In the event that an Employer's work, as defined herein, on a job is actually shut down for one (1) or more days during the normal work week by reason of inclement weather, the Employer shall be entitled to employ Journeymen and Helpers on the succeeding Saturday at straight time wage rates, but solely upon the following conditions:

D.5.8.1 In no event may Saturday straight time work be done, if, as a result thereof,

any employee would work in excess of forty (40) hours of straight time wage rates during any week.

D.5.8.2 The Employer must give advance notice thereof to the Business Manager of the Local Union, which notice shall include: the day on which work was shut down for inclement weather, and the number of employees involved. Saturday worked in the absence of such notice shall be deemed to be double time work.

D.5.8.3 Saturday straight time work shall be solely on a voluntary basis, subject to the individual discretion and desire of the employees involved. In no case shall an employee be subjected to penalty or discipline for any refusal to do straight time Saturday work.

D.5.8.4 Any Employer abusing this provision by paying, or attempting to pay straight time wage rates for Saturday work, shall lose the right to do straight time Saturday work during the remaining term of this Agreement.

D.5.9 On Sewer and Storm Drain, and Underground Piping work, the Employer shall be permitted to use employees based on the following conditions:

D.5.9.1 The workman in charge of laying the pipe shall be a Journeyman.

D.5.9.2 All other employees may be a Journeymen, Apprentice or Pipe Tradesmen at the option of the Employer. Apprentice hiring shall be covered by the ratios established in 4.10.2 of this agreement.

D.5.9.3 Apprentices and Pipe Tradesmen shall not be permitted on any job that does not have a Journeyman assigned thereto by the Employer.

D.5.9.4 All work incidental to the laying of the pipe, except work requiring operators for motorized equipment shall be done by employees under the terms of this Agreement.

D.5.10 Sewer, Storm Drain and Underground Piping work shall include all Sewer, Storm Drain and Underground piping outside of property lines and all sewer, storm drain, and underground piping inside property lines, but which is outside of the building. No other type of piping

installation (i.e. water, gas, sanitary plumbing, etc.) shall be performed under this section which is inside or under any buildings.

D.5.11 Any Employer assigning men covered by this Section to work not covered by this Section and/or any employees covered by this Section found to be performing work not covered by this Section shall be subject to such penalties and/or damages as the Joint Arbitration Board may assess.

APPENDIX E WAGES & BENEFITS

E.1 WAGE RATES AND BENEFITS

E.1.1 The hourly wage rates and fringe contributions stipulated in Appendix E.1 of this Agreement, shall apply to work performed by employees on all work covered by the terms of this Agreement in the following counties: Los Angeles, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, San Diego, Kern, Mono and Inyo Counties, including all Offshore Islands and Platforms. Increases of Wages and Benefits shall be per the attached Wage Rate sheets. All increases not specifically stipulated shall be allocated at the sole discretion of District Council No. 16 by vote of its affiliate Locals.

E.1.2 The parties agree that in view of the distance of job locations within Military Reservations in Southern California and in view of job hazards and other uncertainties of work on those reservations, all work performed upon Military Reservations will be paid at the zone wage rates and benefits stipulated in Appendix E of this Agreement.

E.1.3 The Base Wage Rate for Apprentices shall be a percentage of the Base Wage Rate of Journeymen. The percentages shall be as follows: 1st Period Apprentice- Forty Five Percent (45%); 2nd Period Apprentice- Fifty Percent (50%); 3rd Period Apprentice – Sixty Percent (60%); 4th Period Apprentice – Seventy Percent (70%); 5th Period Apprentice- Eighty Percent (80%).

E.2 VACATION & HOLIDAY

E.2.1 Vacation and Holiday contributions on all overtime paid at time and one-half.

E.3 NATIONAL PENSION

E.3.1 The Employer agrees to contribute to the U.A. NATIONAL PENSION TRUST FUND in the amount stipulated under Appendix E. Each overtime hour shall be counted as one regular hour for which contributions are payable.

E.4 U.A. INTERNATIONAL TRAINING FUND

E.4.1 Commencing on July 1, 1998 and continuing for the duration of this Collective Bargaining Agreement, the Employer agrees to contribute to the U.A. International Training Fund the amount stipulated in this agreement for each hour, or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. Each overtime hour shall be counted as one regular hour for which contributions are payable.

E.5 SUBSISTENCE REIMBURSEMENT

E.5.1 ZONES. The Employer shall select as a Local Zone Center, one of the following Zone Centers:

E.5.1.1 Local Union Hall, having jurisdiction over shop location, except the Zone Center for Local No. 78 & 250 shall be in the Los Angeles City Hall.

E.5.1.2 Contractor's shop or permanent place of business.

E.5.1.3 Between July 1 and July 15 of any year in which this Agreement is in effect, each Employer shall notify the Local Union in writing of the Zone Center he desires, with a copy to District Council No. 16; if he fails to so notify the Local Union and the District Council, he shall be deemed to have selected the Union Office. A Zone chosen under these provisions shall not be changed for the remainder of that year.

E.5.1.4 Where an Employer has at least one (1) man operating out of a valid branch operation, with permanent establishment and offices and active listed phone over twenty (20) hours per week for at least six (6) months, the Employer may select a Zone Center for such establishment. Job Site offices will not be considered as Zone Centers.

E.5.1.5 On jobs located in areas outside the Contractor's home area, the Zone Centers shall be the Local Union Hiring Hall having jurisdiction over the job.

E.5.2 The Employer shall pay subsistence at the minimum rate of fifty-six dollars (\$56.00) a day on all job sites fifty (50) miles and eighty-four dollars (\$84.00) a day on all jobs 100 or more air miles as listed in Appendix E, Paragraph E.5.4, from the Contractor's zone center, as specified in Appendix E, Paragraph E.5.1, E.5.1.1 and E.5.2 except for all military reservations covered by this Agreement, (see Appendix E, Paragraphs E.5.1 for zone pay). The Contractor and Local Business Manager may, prior to the start of any project, mutually agree upon a different daily subsistence rate based upon actual reasonable costs supported by original receipts.

E.5.3 On jobs located on Offshore Islands or Platforms, the employees shall travel from the reporting point to the job site on Contractor's time. At the conclusion of the day, the return travel time shall likewise be paid by the Contractor at the applicable straight time rate. Travel time shall not be considered hours worked in computing overtime. If an overnight stay is required, lodging and meals shall be provided by the Employer.

E.5.4 Within the fifty (50) miles zone mentioned in Appendix E, Paragraph E.6.1, E.6.1.1 and E.6.1.2, the Contractor shall reimburse employees for ferry charge or bridge toll incurred daily going to and from the job.

E.5.5 Employees reporting for work for which subsistence is required, shall receive a full day's subsistence allowance at the specified rate for such job, unless they have been notified by the Contractor before the end of the last preceding shift, or the Employer has notified the employee prior to leaving home, not to report for work. Any employee leaving the job or project of his own volition shall have his subsistence prorated on the basis of actual hours worked.

E.5.6 All offshore installation of any kind off the coast of the area covered by this Agreement and outside the limits of the State of California shall be presumed to have been performed in the State of California, and Employer shall be required

to make all withholding and wage deductions in accordance with the laws of the State of California.

E.6 SERVICE & REPAIR

E.6.1 If the Employer furnishes a truck, \$2.00 per hour to be deducted from the base rate for each hour work.

E.7 FORMS

E.7 DISTRICT COUNCIL 16 AND LOCAL UNION ADMINISTRATIVE DUES CHECK-OFF

E.7.1 District Council No. 16 and Local Union Administrative Due Check-Off shall be deducted from the base rate of all employees for each hour worked.

E. 8 RATE SHEETS

See attached.

APPENDIX F STANDARD FOR EXCELLENCE

See attached.

APPENDIX G STANDARD FOR SAFETY

See attached.

Wage Modifications for the following counties

**Imperial, Los Angeles, Orange, Riverside, San Bernardino,
San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties**

All increases to the total package are to be allocated at the discretion of the Union

July 1, 2017 – August 31, 2018
\$2.44

September 1, 2022 – August 31, 2023
\$2.26

September 1, 2018 – August 31, 2019
\$2.16

September 1, 2023 – August 31, 2024
\$2.35

September 1, 2019 – August 31, 2020
\$2.01

September 1, 2024 – August 31, 2025
\$2.50

September 1, 2020 – August 31, 2021
\$2.01

September 1, 2025 – August 31, 2026
\$2.50

September 1, 2021 – August 31, 2022
\$2.26

Kern, Mono and Inyo Counties

July 1, 2017 – August 31, 2018
\$2.94

September 1, 2022 – August 31, 2023
\$2.49

September 1, 2018 – August 31, 2019
\$2.66

September 1, 2023 – August 31, 2024
\$2.35

September 1, 2019 – August 31, 2020
\$2.51

September 1, 2024 – August 31, 2025
\$2.50

September 1, 2020 – August 31, 2021
\$2.51

September 1, 2025 – August 31, 2026
\$2.50

September 1, 2021 – August 31, 2022
\$2.76

**WAGES AND FRINGE BENEFITS
MASTER AGREEMENT
July 1, 2017 - August 31, 2018**

CLASS	WAGE	*** DUES DED'T	PENS.	H & W	V & H	NAT'L PENS.	UA TRAIN.	RET X-MAS	A&J TRAIN.	** PIPE	LMCC	CONTR. EDUC DEV	TOTAL
Journeyman	46.03	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$72.19
Industrial Welder ****	50.63	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$76.79
Foreman	52.93	{1.70}	7.75	8.16	3.56	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$79.40
General Foreman	57.54	{1.70}	7.75	8.16	3.76	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$84.21
Pre-Apprentice	17.26	{1.70}	0.00	0.00	0.00	0.38	0.10	0.00	0.91	0.48	0.35	0.35	\$19.83
First Year	20.71	{1.20}	0.00	0.00	1.76	0.38	0.10	0.00	1.03	0.48	0.35	0.35	\$25.16
Second Year	23.02	{1.70}	0.00	8.16	2.06	0.38	0.10	0.00	1.10	0.54	0.35	0.35	\$36.06
Third Year	27.62	{1.70}	4.14	8.16	2.36	0.90	0.10	0.59	1.11	0.54	0.35	0.35	\$46.22
Fourth Year	32.22	{1.70}	4.47	8.16	2.65	0.90	0.10	0.64	1.16	0.54	0.35	0.35	\$51.54
Fifth Year	36.82	{1.70}	4.84	8.16	2.95	0.90	0.10	0.70	1.19	0.54	0.35	0.35	\$56.90

ZONE-PAY I

Camp Pendleton, Vandenberg Air Force Base

Journeyman	50.53	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$76.69
Industrial Welder ****	55.13	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$81.29
Foreman	57.43	{1.70}	7.75	8.16	3.56	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$83.90
General Foreman	62.04	{1.70}	7.75	8.16	3.76	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$88.71
First Year	25.21	{1.20}	0.00	0.00	1.76	0.38	0.10	0.00	1.03	0.48	0.35	0.35	\$29.66
Second Year	27.52	{1.70}	0.00	8.16	2.06	0.38	0.10	0.00	1.10	0.54	0.35	0.35	\$40.56
Third Year	32.12	{1.70}	4.14	8.16	2.36	0.90	0.10	0.59	1.11	0.54	0.35	0.35	\$50.72
Fourth Year	36.72	{1.70}	4.47	8.16	2.65	0.90	0.10	0.64	1.16	0.54	0.35	0.35	\$56.04
Fifth Year	41.32	{1.70}	4.84	8.16	2.95	0.90	0.10	0.70	1.19	0.54	0.35	0.35	\$61.40

ZONE-PAY II

**29 Palms Marine Air Station, Edwards Air Force Base, NEBO Marine Logistics Base, Yermo,
Camp Roberts, San Clemente Island Naval Base, Santa Cruz Island**

Journeyman	53.03	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$79.19
Industrial Welder ****	57.63	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$83.79
Foreman	59.93	{1.70}	7.75	8.16	3.56	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$86.40
General Foreman	64.54	{1.70}	7.75	8.16	3.76	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$91.21
First Year	27.71	{1.20}	0.00	0.00	1.76	0.38	0.10	0.00	1.03	0.48	0.35	0.35	\$32.16
Second Year	30.02	{1.70}	0.00	8.16	2.06	0.38	0.10	0.00	1.10	0.54	0.35	0.35	\$43.06
Third Year	34.62	{1.70}	4.14	8.16	2.36	0.90	0.10	0.59	1.11	0.54	0.35	0.35	\$53.22
Fourth Year	39.22	{1.70}	4.47	8.16	2.65	0.90	0.10	0.64	1.16	0.54	0.35	0.35	\$58.54
Fifth Year	43.82	{1.70}	4.84	8.16	2.95	0.90	0.10	0.70	1.19	0.54	0.35	0.35	\$63.90

ZONE-PAY III

Fort Irwin National Training Center, Seeley Naval Air Station

Journeyman	56.53	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$82.69
Industrial Welder ****	61.13	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$87.29
Foreman	63.43	{1.70}	7.75	8.16	3.56	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$89.90
General Foreman	68.04	{1.70}	7.75	8.16	3.76	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$94.71
First Year	31.21	{1.20}	0.00	0.00	1.76	0.38	0.10	0.00	1.03	0.48	0.35	0.35	\$35.66
Second Year	33.52	{1.70}	0.00	8.16	2.06	0.38	0.10	0.00	1.10	0.54	0.35	0.35	\$46.56
Third Year	38.12	{1.70}	4.14	8.16	2.36	0.90	0.10	0.59	1.11	0.54	0.35	0.35	\$56.72
Fourth Year	42.72	{1.70}	4.47	8.16	2.65	0.90	0.10	0.64	1.16	0.54	0.35	0.35	\$62.04
Fifth Year	47.32	{1.70}	4.84	8.16	2.95	0.90	0.10	0.70	1.19	0.54	0.35	0.35	\$67.40

V&H CONTRIBUTIONS ON ALL OVERTIME IS PAID AT TIME AND ONE HALF.

EFFECTIVE JULY 1, 2010 IF AUTHORIZED BY AN EMPLOYEE SIGNATURE CARD, THE EMPLOYEE'S VACATION AND HOLIDAY CONTRIBUTION WILL BE REDUCED BY \$0.05 PER HOUR AND THIS AMOUNT WILL BE FORWARDED TO THE UNITED ASSOCIATION POLITICAL EDUCATION FUND.

EFFECTIVE JULY 1, 2007 IF AUTHORIZED BY AN EMPLOYEE SIGNATURE CARD, THE EMPLOYEE'S VACATION AND HOLIDAY CONTRIBUTION WILL BE REDUCED BY \$0.01 PER HOUR AND THIS AMOUNT WILL BE FORWARDED TO THE DISTRICT COUNCIL 16 POLITICAL EDUCATION FUND.

** PIPE ALLOCATIONS: \$0.10 PLUMBERS 911, \$0.15 A&J, BALANCE OF CONTRIBUTIONS TO PIPE.

*** DISTRICT COUNCIL DUES CHECK-OFF \$0.55 FOR FIRST YEAR APPRENTICES AND \$1.05 FOR ALL ADDITIONAL CLASSIFICATIONS PLUS \$0.65 LOCAL DUES FOR ALL CLASSIFICATIONS

**** REFERENCE D.3.6.1 OF THE MASTER LABOR AGREEMENT FOR DEFINITION OF INDUSTRIAL WELDER CLASSIFICATION

Revised June 13, 2017

(DISTRICT COUNCIL 16 WIDE)
PLUMBING SERVICE AND REPAIR
WAGES AND FRINGE BENEFITS
July 1, 2017 - August 31, 2018

CLASS	WAGE	*** DUES DED'T	PENS.	H & W	V & H	NAT'L PENS.	UA TRAIN.	RET X-MAS	A&J TRAIN.	** PIPE	LMCC	CONTR. EDUC DEV	TOTAL
Journeyman	44.51	{1.70}	7.44	8.16	3.25	3.00	0.10	0.75	1.18	0.60	0.35	0.35	\$69.69
Class 1	20.03	{1.70}	5.06	8.16	0.00	0.90	0.10	0.75	1.01	0.40	0.35	0.35	\$37.11
Class 2	22.26	{1.70}	5.39	8.16	0.00	0.90	0.10	0.75	1.01	0.45	0.35	0.35	\$39.72
Class 3	26.71	{1.70}	5.55	8.16	0.00	0.90	0.10	0.75	1.01	0.47	0.35	0.35	\$44.35
Class 4	31.16	{1.70}	5.87	8.16	0.00	0.90	0.10	0.75	1.01	0.48	0.35	0.35	\$49.13

V & H CONTRIBUTIONS ON ALL OVERTIME PAID AT TIME AND ONE HALF.

EFFECTIVE JULY 1, 2010 IF AUTHORIZED BY AN EMPLOYEE SIGNATURE CARD, THE EMPLOYEE'S VACATION AND HOLIDAY CONTRIBUTION WILL BE REDUCED BY \$0.05 PER HOUR AND THIS AMOUNT WILL BE FORWARDED TO THE UNITED ASSOCIATION POLITICAL EDUCATION FUND.

EFFECTIVE JULY 1, 2007 IF AUTHORIZED BY AN EMPLOYEE SIGNATURE CARD, THE EMPLOYEE'S VACATION AND HOLIDAY CONTRIBUTION WILL BE REDUCED BY \$0.01 PER HOUR AND THIS AMOUNT WILL BE FORWARDED TO THE DISTRICT COUNCIL 16 POLITICAL EDUCATION FUND.

** PIPE ALLOCATIONS: \$0.10 PLUMBERS 911, \$0.15 A&J, BALANCE OF CONTRIBUTIONS TO PIPE.

*** DISTRICT COUNCIL DUES CHECK-OFF OF \$1.05 FOR ALL CLASSIFICATIONS PLUS AN ADDITIONAL \$0.65 LOCAL DUES FOR A TOTAL OF \$1.70

(DISTRICT COUNCIL 16 WIDE)

ARCA / INDEPENDENT

July 1, 2017

SEWER AND STORM DRAIN

WAGES AND FRINGE BENEFITS

July 1, 2017 - August 31, 2018

CLASS	WAGE	*** DUES DED'T	PENS.	H & W	V & H	NAT'L PENS.	UA TRAIN.	RET X-MAS	A&J TRAIN.	** PIPE	LMCC	CONTR. EDUC DEV	TOTAL
Journeyman	35.17	{1.70}	4.90	8.05	1.22	3.00	0.10	0.75	1.58	0.60	0.35	0.35	\$56.07
Pipe Trades	18.13	{1.70}	0.00	8.05	0.00	0.38	0.10	0.00	1.01	0.45	0.35	0.35	\$28.82

V & H CONTRIBUTIONS ON ALL OVERTIME PAID AT TIME AND ONE HALF.

EFFECTIVE JULY 1, 2010 IF AUTHORIZED BY AN EMPLOYEE SIGNATURE CARD, THE EMPLOYEE'S VACATION AND HOLIDAY CONTRIBUTION WILL BE REDUCED BY \$0.05 PER HOUR AND THIS AMOUNT WILL BE FORWARDED TO THE UNITED ASSOCIATION POLITICAL EDUCATION FUND.

EFFECTIVE JULY 1, 2007 IF AUTHORIZED BY AN EMPLOYEE SIGNATURE CARD, THE EMPLOYEE'S VACATION AND HOLIDAY CONTRIBUTION WILL BE REDUCED BY \$0.01 PER HOUR AND THIS AMOUNT WILL BE FORWARDED TO THE DISTRICT COUNCIL 16 POLITICAL EDUCATION FUND.

** PIPE ALLOCATIONS: \$0.10 PLUMBERS 911, \$0.15 A&J, BALANCE OF CONTRIBUTIONS TO PIPE.

*** DISTRICT COUNCIL DUES CHECK-OFF \$1.05 FOR ALL ADDITIONAL CLASSIFICATIONS PLUS \$0.65 LOCAL DUES FOR ALL CLASSIFICATIONS

Revised June 13, 2017

**KERN, INYO AND MONO COUNTIES
WAGES AND FRINGE BENEFITS
MASTER AGREEMENT
July 1, 2017 - August 31, 2018**

**ARCA / INDEPENDENT
July 1, 2017**

CLASS	WAGE	*** DUES DED'T	PENS.	H & W	V & H	NAT'L PENS.	UA TRAIN.	RET X-MAS	A&J TRAIN.	** PIPE	LMCC	CONTR. EDUC DEV	TOTAL
Journeyman	43.90	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$70.06
Industrial Welder ****	48.29	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$74.45
Foreman	50.49	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$76.65
General Foreman	54.88	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$81.04
Pre-Apprentice	16.46	{1.70}	0.00	0.00	0.00	0.38	0.10	0.00	0.91	0.48	0.35	0.35	\$19.03
First Year	19.76	{1.20}	0.00	0.00	1.76	0.38	0.10	0.00	1.03	0.48	0.35	0.35	\$24.21
Second Year	21.95	{1.70}	0.00	8.16	2.06	0.38	0.10	0.00	1.10	0.54	0.35	0.35	\$34.99
Third Year	26.34	{1.70}	4.14	8.16	2.36	0.90	0.10	0.59	1.11	0.54	0.35	0.35	\$44.94
Fourth Year	30.73	{1.70}	4.47	8.16	2.65	0.90	0.10	0.64	1.16	0.54	0.35	0.35	\$50.05
Fifth Year	35.12	{1.70}	4.84	8.16	2.95	0.90	0.10	0.70	1.19	0.54	0.35	0.35	\$55.20

ZONE-PAY I

ZONE-PAY II

Edwards Air Force Base

Journeyman	50.90	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$77.06
Industrial Welder ****	55.29	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$81.45
Foreman	57.49	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$83.65
General Foreman	61.88	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$88.04
First Year	26.76	{1.20}	0.00	0.00	1.76	0.38	0.10	0.00	1.03	0.48	0.35	0.35	\$31.21
Second Year	28.95	{1.70}	0.00	8.16	2.06	0.38	0.10	0.00	1.10	0.54	0.35	0.35	\$41.99
Third Year	33.34	{1.70}	4.14	8.16	2.36	0.90	0.10	0.59	1.11	0.54	0.35	0.35	\$51.94
Fourth Year	37.73	{1.70}	4.47	8.16	2.65	0.90	0.10	0.64	1.16	0.54	0.35	0.35	\$57.05
Fifth Year	42.12	{1.70}	4.84	8.16	2.95	0.90	0.10	0.70	1.19	0.54	0.35	0.35	\$62.20

ZONE-PAY III

China Lake, Marine Mountain Warfare Training Center

Journeyman	54.40	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$80.56
Industrial Welder ****	58.79	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$84.95
Foreman	60.99	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$87.15
General Foreman	65.38	{1.70}	7.75	8.16	3.25	3.00	0.10	0.75	1.85	0.60	0.35	0.35	\$91.54
First Year	30.26	{1.20}	0.00	0.00	1.76	0.38	0.10	0.00	1.03	0.48	0.35	0.35	\$34.71
Second Year	32.45	{1.70}	0.00	8.16	2.06	0.38	0.10	0.00	1.10	0.54	0.35	0.35	\$45.49
Third Year	36.84	{1.70}	4.14	8.16	2.36	0.90	0.10	0.59	1.11	0.54	0.35	0.35	\$55.44
Fourth Year	41.23	{1.70}	4.47	8.16	2.65	0.90	0.10	0.64	1.16	0.54	0.35	0.35	\$60.55
Fifth Year	45.62	{1.70}	4.84	8.16	2.95	0.90	0.10	0.70	1.19	0.54	0.35	0.35	\$65.70

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** PIPE ALLOCATIONS: \$0.10 PLUMBERS 911, \$0.15 A&J, BALANCE OF CONTRIBUTIONS TO PIPE.

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**** REFERENCE D.3.6.1 OF THE MASTER LABOR AGREEMENT FOR DEFINITION OF INDUSTRIAL WELDER CLASSIFICATION

Revised June 13, 2017

APPENDIX F

STANDARD FOR EXCELLENCE

MEMBER AND LOCAL UNION RESPONSIBILITIES:

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

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the 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, NCPWB, 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 workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward

STANDARD FOR EXCELLENCE



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.

STANDARD FOR EXCELLENCE



APPENDIX G

STANDARD FOR SAFETY

MEMBER AND LOCAL UNION RESPONSIBILITIES:

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

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

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

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



**PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND
REVISED STANDARD FORM OF PARTICIPATION AGREEMENT**

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. a.) Commencing with the first day of _____, 20____, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agree to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

CLASSIFICATION	AMOUNT	EFFECTIVE DATE
Journeyman	___ per hour	_____
Apprentice	___ per hour	_____
_____	___ per hour	_____
Other - specify	___ per hour	_____

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "employees" for purposes of the Plan and this Standard Form Participation Agreement.

- b.) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable).
- c.) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employer's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d.) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein or in a separate participation agreement.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorized the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, and provisions of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.
6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is June 30, 2026. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

FOR LOCAL UNION NO. _____, UNITED ASSOCIATION

BY _____
(Authorized Union Officer)

FOR THE EMPLOYER* _____
(Insert Name of Employer)

Address _____

By _____
(Authorized Officer or Employer)

Date _____, 20____.

*If Employer Association, attach list of the names and addresses of the Employers represented by Association.

NOTE: This form should be attached to the Collective Bargaining Agreement. It is not necessary to repeat the clause in the Collective Bargaining Agreement. You may refer to it in your Collective Bargaining Agreement by stating therein: "The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement." If you want to include the language of this form in the body of a Collective Bargaining Agreement that may be done and the signature of the parties at the end of that agreement will be sufficient.

2017-2026 MASTER AGREEMENT SIGNATURES

This Agreement shall be deemed executed when the parties signing shall have affixed their signatures hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

_____ day of _____ 20 _____

EMPLOYER'S SIGNATURES

By _____
Responsible Party of Firm Title

CONTRACTOR REQUIREMENTS AND INFORMATION

Employer Firm Name _____

Firm Address: Street _____

City _____ State _____ Zip Code _____

Firm Phone No. _____ State License No. _____

Firm Fax No. _____ Federal Tax ID No. _____

Email Address _____ CA Employer Acct No. _____

State License Bond Carrier _____

Check only if primary work is for:

Service & Repair Plumbing ☐ Irrigation & Lawn Sprinkler ☐ Sewer & Storm Drain ☐ Industrial ☐

Workers' Compensation Insurance Carrier _____

Is Firm Incorporated? _____ Partnership? _____ or Single Ownership? _____

Please check, if applicable & certified:

MBE (Minority Enterprise) _____ WBE (Women Enterprise) _____

DBE (Disadvantage Enterprise) _____ DVBE (Disabled Veteran Enterprise) _____

Names of all Owners of Firm holding a financial interest: % Ownership

1. _____ Soc. Sec. # _____

2. _____ Soc. Sec. # _____

3. _____ Soc. Sec. # _____

4. RMO (if any) _____ Soc. Sec. # _____

Name of person excluded from coverage by the Labor Agreement (See Sect. C.1.1)

_____ Soc. Sec. # _____

I HAVE RECEIVED A COPY OF THE MASTER LABOR AGMT ☐

UNION AGENT WITNESS _____ Local Union No. _____

PIPE TRADES DISTRICT COUNCIL NO. 16 SIGNATURES

By _____ By _____
President Business Manager Financial Secretary-Treasurer

ALCOHOL AND SUBSTANCE ABUSE TESTING POLICY



ARCA/MCA
Southern California

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POLICY

I. PROGRAM OBJECTIVE

Southern California Pipe Trades District Council No. 16 and employers are committed to establishing and maintaining a drug free workplace for every employee, covered under the Collective Bargaining Agreement (CBA). As such, the objective of this Substance Abuse Testing & Treatment Program Policy (Policy and Program) is to provide consistent, fair, and manageable procedures for drug and alcohol screening of applicants and employees that will be accepted by participating contractors and job site Owners.

The purpose of the Policy and Program is to increase on-the-job safety and ensure high quality services and productivity to customers by denying job site presence to individuals whose abilities are impaired by drugs or alcohol or have otherwise violated this policy. The types of testing conducted under this Policy and Program will involve implementation, pre-employment, pre-access, post accident/incident and reasonable cause/suspicion testing. This Policy and Program will:

1. Help produce a safe, healthful and drug-free work place for all employees;
2. Increase Union market share with Owners/Customers;
3. Educate employers and employees on the signs, symptoms and consequences of substance abuse;
4. Improve work place safety and reduce substance abuse-related injuries and property damage;
5. Reduce substance abuse-related absenteeism and tardiness;
6. Deter individuals from bringing, possessing, using, distributing or having in their systems alcohol or other drugs on work time or premises;
7. Improve the image of our industry;
8. Improve productivity and service quality.

II. DEFINITIONS

As used in this Policy and Program, the following terms shall have the following meaning:

1. **“Accident”** – Any event resulting in injury to a person requiring outside medical care or treatment or substantial property damage to which an employee contributed as a direct or indirect cause.

2. **“Adulterated Test Result”** - The donor has tainted the specimen with a foreign contaminate, such as bleach, to prevent the detection by the laboratory of an illegal or controlled substance. An adulterated sample is considered an administrative positive and has the same consequences as a confirmed positive test result.
3. **“Alcohol”** – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.
4. **“Applicant”** – Any individual who will perform work and has been referred for hire by a UA Local Union or a person selected through a direct hire process. As a condition of employment, applicant must meet the applicable conditions of this policy prior to employment.
5. **“Breath Alcohol Technician”** – A person trained to proficiency and certified in the use of Evidential Breath Testing device (EBT).
6. **“Communicator”** – Employer and/or Union Representatives designated by the Employer and/or Union to preserve the confidentiality of employee's drug testing information. The Employer and Union is required to designate both a Primary Communicator and Alternate Communicator.
7. **“Company Premises”** – Any and all property, facilities, land, parking lots, structures, and vehicles owned, leased, used or under the control of the Contractor, and any job site to which the Contractor assigns any Employee.
8. **“Diluted Test Result”** - A diluted test result means that the specific gravity of the specimen is 1.003 or less and the creatinine level is less than 20 mg/dl. The following are some of the causes for a diluted sample and the related procedures:

Causes

- a. Dialysis or chemotherapy
- b. A kidney or pancreas disorder requiring medical attention.
- c. The individual is attempting to flush out their system of illegal substances. This requires an enormous amount of water to be consumed over approximately twenty-four (24) hours prior to providing a sample. The normal consumption of liquids or consuming liquids prior to testing will not cause a sample to be diluted.

Procedures

- a. A diluted specimen with a creatinine level of less than 20 mg/dl but greater than 5 mg/dl will require the employee to provide another sample.
- b. A diluted specimen with a creatinine level greater than or equal to 2 mg/dl, but less than or equal to 5 mg/dl will require the employee to provide another specimen under direct observation
- c. A diluted specimen with a creatinine level of less than 2 mg/dl will be ruled as a substituted specimen and will have the same consequences as a positive test result.

9. **“Employee”** – Any individual employed by the Contractor or subcontractor who directly or indirectly performs work for a Customer.
10. **“Illegal/Unauthorized Drugs”** – Any drug that is illegal and/or the use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.
11. **“Incident”** - An event which has all the attributes of an accident, except that no apparent or perceived harm was caused to person or property.
12. **“Legal/Controlled Drugs”** – Any prescribed or over-the-counter drug, which has been legally prescribed/obtained and is being used for the purpose for which it was prescribed/manufactured.
13. **“Negative Test Result”** - A negative result indicates that the alcohol level is below .02 BAC (**minimum requirement**) and/or an illegal/unauthorized substance below the levels as described in this Policy and Program, has not been detected in the person’s specimen by the laboratory.
14. **“Not Consistent With Human Urine or Substituted Test Result”** - This test result is self-explanatory and is determined by the laboratory. A not consistent with human urine or substituted test result has the same consequences as a confirmed positive test result.
15. **“Positive Test Result”** - A positive test result indicates that the alcohol level is .02 BAC or above and/or the laboratory and MRO have confirmed an illegal/unauthorized drug(s) in the person’s system as described in this Policy and Program.
16. **“Possession”** - Actual or constructive care, custody, control or immediate access to illegal or unauthorized drugs.
17. **“Prohibited Substances and Items”** include:
 - a) Illegal or legal drugs that have not been legally prescribed for the individual and controlled substances, “look-alike”, designer and synthetic drugs and mood or mind altering substances;
 - b) Prescribed drugs used in a manner inconsistent with the prescription;
 - c) Alcoholic beverages; and cannabis.
18. **“Reasonable Suspicion”** - A belief based on objective and articulated written facts sufficient to lead a supervisor, who has received the proper training, to suspect that drugs or alcohol might influence an individual’s behavior.

Reasonable Suspicion shall be defined as aberrant or unusual on-duty behavior of an employee who:

- a. is observed on-duty by either the employee’s immediate supervisor

trained in accordance with this policy, or other managerial personnel of the contractor who has been trained to recognize the symptoms of drug abuse, impairment or intoxication, which observations shall be documented by the observers;

- b. exhibits the type of behavior which shows accepted symptom(s) of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances or alcohol; and
- c. exhibits conduct that cannot be reasonably be explained as resulting from other causes, such as fatigue, lack of sleep, side effect of prescription or over-the-counter medications, illness, reaction to noxious fumes or smoke

Exhibit 1, Reasonable Cause/Suspicion Documentation, should be utilized when an Employee is suspected of alcohol and / or drug use by actions, appearance or conduct, which constitutes a major change in the person's appearance and/or behavior. Employees testing for reasonable suspicion shall have the right to have their job steward present during written documentation and testing.

- 19. **“Safety Sensitive”** - A predictable exposure to operations where failure could result in serious harm to public or employee well being, company property, or the environment. Supervisors of company personnel are included.
- 20. **“Substance Abuse Professional (SAP)”** – A Substance Abuse Professional is a licensed physician or certified counselor who has received the appropriate training in substance abuse disorders to provide rehabilitation, assistance and recommendations to individuals who have a drug and/or alcohol problem.
- 21. **“Substance Testing”** – Drug analysis by means of urine and alcohol analysis by means of breath, urine, blood, and/or saliva.
- 22. **“Under the Influence”** - The presence of a **PROHIBITED SUBSTANCE** in body fluids or breath that affects the individual in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty in maintaining balance. Under the Influence for alcohol refers to a breath alcohol content of .02 or greater (**minimum requirement**).
- 23. **“Unsuitable Test Result”** - The laboratory determines that the specimen contains a foreign contaminate or the individual has ingested fluids to mask the illegal/unauthorized drug but the levels are not in the range to legally determine if the specimen is adulterated or substituted. An unsuitable test result will require the individual to provide another sample under observation.

III. POLICY AND PROGRAM STATEMENT

1. This is to notify all employees that the use, abuse, or reporting to work under the influence, bringing onto the worksite, the unlawful manufacture, distribution, possession, transfer, storage, concealment, transportation, promotion or sale of illegal and unauthorized drugs, controlled substances, alcoholic beverages or drug related paraphernalia by employees is strictly prohibited and is a violation of this Policy and Program and subject to disciplinary action, up to and including immediate termination.
2. Employees using prescription medication, which may impair the performance of job duties, either mental or motor functions, must immediately inform the employer's designated Communicator of such prescription substance use. For the safety of all employees, the Communicator will consult with the individual and the individual's physician to determine if a reassignment of duties is necessary. The Communicator will attempt to accommodate the employee's needs by making an appropriate reassignment if required. However, if a reassignment is not possible, the employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.
3. Nothing in this policy overrides the employer's superseding obligation, duty and discretion under OSHA to provide a safe work site.

IV. RIGHTS OF EMPLOYEES

Employees shall have the following rights:

1. Provided with this Policy and Program prior to being requested to provide a drug and alcohol test, the employer shall provide each employee with a Consent and Release Form.
2. Allowed the opportunity to request, in writing, a retest of the **original sample** from a SAMHSA certified laboratory of the individual's choice. This request must be postmarked within two (2) **(recommended) business (M-F)** days of the date of being notified of the confirmed positive test result. The retest result shall be communicated in writing to the employee. The right to request a retest shall be provided to each employee at the time the employee is notified of the initial test result.
3. Reimbursed for the cost of the retest and paid all lost wages and benefits if retest results in a negative test result.
4. Specimen collection may occur on-site or at an off-site clinic provided no loss of wages results. Wages will be the responsibility of the employee's employer.
5. Except for a retest requested and a return to work test, all costs associated with this Policy and Program shall be borne by the employer (unless said costs are paid by an alternative manner).

V. SUBSTANCE ABUSE TESTING PROTOCOLS

Employees will be required to undergo substance abuse testing to determine the use of any illegal or unauthorized drug, alcohol or substances prohibited by the Policy and Program.

A. CONFIDENTIALITY: An employee's expectation of privacy and confidentiality is a top priority of this Policy and Program. Accordingly, all testing records will be considered confidential and will only be released upon written consent of the employee, except that such information will be released, regardless of consent, to inform the designated contact person in accordance with this policy that the employee is current/non-current/ or pending, and/or upon issuance of a subpoena compelling release of such information from a duly situated and authorized administrative or judicial forum, the parties of a grievance initiated by the employee or union in which the test results are a material issue or to workers compensation carriers and the Unemployment Compensation Commission in which the test results are a material issue.

B. SAMPLE COLLECTIONS: Certified Collection Specialists and Breath Alcohol Technicians will collect all samples, utilizing Substance Abuse & Mental Health Services Administration (SAMHSA) procedures to insure both proper chain of custody protocols and employee confidentiality are met. All samples will be collected with concern for each employee's personal privacy, dignity, and confidentiality. The TPA shall provide the following three (3) options for drug and alcohol screening collections:

1. **Mobile On-Site Collections:** Certified collectors may be available to conduct the substance abuse collections at the job site, the employer's office or union hall.
2. **Clinical Collections:** The TPA shall make arrangements with clinical collection sites for testing of employees.

C. TYPES OF TESTING TO BE CONDUCTED:

The following types of testing will be performed:

1. **Pre-employment Testing:** Applicants are subject to drug screening to ascertain whether an applicant is capable of safely performing the duties and meeting the prerequisites of the employment offered. Upon meeting these requirements the employee shall receive two (2) hours additional straight time hours of pay on their pay check.
2. **Pre-Access Testing:** Employees shall remain subject to the testing requirements of the Customer for which they are working unless otherwise excluded by the Customer.

3. **Post-Accident/Incident Testing:** Employees shall be required to take a drug and alcohol test after having been involved in, or after causing, an accident or incident, which caused or could have caused personal injury or substantial damage to equipment or property. Testing of employees will be consistently/equally applied to all employees. Drug and alcohol testing by use of blood will only be used for post-accident/incident testing and only when the employee is unable to provide a normal urine drug and/or breath screen.

If testing under this policy is ever required of an employee who is in need of medical attention, necessary medical attention will not be delayed in order to collect the specimen. However, such an employee shall promptly, upon request, provide the necessary authorization for obtaining hospital reports and records and any other information at the time the need for medical attention and/or testing arose.

The Company will make transportation arrangements for any employee to be tested following the mandatory guidelines of the Department Health and Human Services (DHHS).

4. **Reasonable Suspicion Testing:** Employees will be subject to a drug and alcohol test based on reasonable and articulated belief that an employee is using or has recently abused drugs, alcohol or substances prohibited by this Policy and Program. A decision to test will be based on specific physical, behavioral or performance indicators and documented by a supervisor who has received training in the detection of possible symptoms of drugs and alcohol use and must be witnessed by a second supervisor.

During the process of establishing reasonable suspicion for testing, the employee has the right to request his on-site representative to be present.

The Company will make transportation arrangements for any Employee to be tested following the mandatory guidelines of DHHS.

5. **Retest:** Individuals receiving a confirmed positive test result shall have the right to request that their original sample be retested by a SAMHSA certified laboratory of their choice. The request must be postmarked to the Contractor within two (2) **(recommended) business (M-F)** days of the notification of a confirmed positive test result. The employee requesting the retest shall pay the initial cost for a retest in advance to the MRO. The employee shall be furnished in writing the result of the retest.

In the event that said retest should prove to be negative, the employee shall be reimbursed for the cost of the test, paid any back wages and benefits lost, and made re-eligible for hire if work is available or reinstated as an employee provided work is available with the contractor.

6. **Federally Mandated Testing:** Any employee, for whom testing is mandated under a Federal Substance Abuse Testing Program, will remain subject to such testing notwithstanding the requirements of this Policy and Program.

7. **Other Mandated Testing:** Where public and or/private substance abuse testing by an owner is mandated for a particular site that is more stringent than contained in this policy, the more stringent testing requirements shall supersede the testing requirements contained in this policy.

D. SPECIMEN ANALYSIS: All samples collected under this Policy and Program will be analyzed by a SAMHSA certified laboratory, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Said testing must screen, at a minimum, for the following substances and below the following levels to result in a negative test (**Minimum requirement for substances and levels. Depending on the types of drug abuse in an area, the Committee may want to consider adding Ecstasy, etc.):**

<u>Drugs Tested</u>	(EMIT) Initial Test Cut-Off Level <u>(ng/ml)</u>	(GC/MS) Confirmation Test Cut-Off Level <u>(ng/ml)</u>
Amphetamines	1000	500
Barbiturates	300	200
Benzodiazepines	300	200
Cannabinoids (Marijuana - THC)	50	15
Cocaine Metabolite	300	150
Methadone	300	200
Opiates	300	300
Phencyclidine (PCP)	25	25
Propoxyphene	300	200
Breath/Blood Alcohol Content (BAC)	.02%	.02%

1. Southern California Pipe Trades District Council No. 16 shall have the right to change the drugs tested, the cut-off levels and the analysis procedures as new technology in substance abuse testing warrants.
 2. Any worker who provides an unsuitable test result will be required to have subsequent drug tests observed.
 3. Blood, saliva or breath screen tests are acceptable for alcohol testing.
 4. Saliva screening for alcohol will utilize the QED-A150, which gives a quantitative reading (a range of alcohol from 0 – 150 mg/dl). If the QED-A150 registers any level equal to or greater than 20 md/dl (.02%), then a Breath Alcohol Test will be performed. A confirmed screening level less than 20 md/dl (.02%) is considered negative.
- E. RECORD KEEPING:** Hard copy testing results shall be maintained by the TPA for the following specified periods:
- Negative test results will be maintained for one (1) year
 - Positive test results will be maintained for five (5) years
 - Rehabilitation records will be maintained for five (5) years.

VI. POLICY VIOLATIONS

An employee's failure to comply with any provisions of the Policy and Program shall be cause for disciplinary action, up to and including immediate termination.

A. Determination for Violation of Policy:

1. A confirmed positive drug or alcohol test result.
2. Failure or refusal to sign Notice of Policy and Consent to be tested.
3. Failure to contact the Medical Review Officer as directed.
4. Failure to report as directed for testing.
5. The use, possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any employee in the work place with such ingested substances for non-medical reasons.
6. Working, reporting to work, being in the work place, or in a Customer/Employer owned, leased or rented vehicle while Under The Influence Of Alcohol (.02 BAC or greater).
7. Switching, adulterating, or attempting to tamper with any sample submitted for drug or alcohol testing, or otherwise interfering or attempting to interfere with the testing process.
8. Refusal to submit a specimen for testing will be viewed as a positive test and will carry with it the same consequences as specimens tested and confirmed as positive.
9. The use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.

B. Confirmed Positive Test Results:

1. Employer Notification

After the reporting of a non-negative test by the laboratory, it will be necessary for the Employer/Medical Review Officer to speak with the employee to allow the individual the opportunity to provide documentation for any legal/controlled drug(s). Employees who fail to contact the Employer/Medical Review Officer within 2 business days of their notification will be reported as a non-contact positive, and will carry the same consequences as a confirmed positive test.

2. ILLEGAL AND/OR CONTROLLED SUBSTANCES

Any employee who receives a confirmed positive test result for a substance prohibited by the Policy and Program will be subject to disciplinary action, up to and including immediate termination.

3. ALCOHOLIC OR INTOXICATING BEVERAGES

The following actions of an employee that involve alcoholic beverages

are prohibited by the Policy and Program and any violation thereof and the employee will be subject to disciplinary action, up to and including, immediate termination:

- a. The consumption, manufacture, distribution, possession, use, sale, or storage of any alcoholic beverage while on or in the work place is prohibited.
- b. The performance or attempted performance of any job function or the operation of any Owner and/or contractor property or equipment while Under the Influence of Alcohol.
- c. An alcohol screening and confirmation result of .02 BAC or greater.

VII. SEARCHES

Where reasonable suspicion exists that an employee is under the influence of alcohol or a controlled illegal or unauthorized substance or has violated the policy pertaining to the possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, such employee shall be subject to an unannounced search for illegal/unauthorized drugs, controlled substances, or alcohol on the contractor's or owners premises. Such searches may include, but are not limited to an employee's work area, locker, lunch box, purse, vehicle and any other personal property in the employee's possession on the employer's or owner's premises. Any employee who fails to cooperate in a search will be subject to disciplinary action, up to and including immediate termination. The employee shall have the right to have his or her union representative to be present while any searches are conducted.

VIII. GRIEVANCE

All aspects of this Policy and Program shall be subject to the grievance procedure of the applicable collective bargaining agreement.

IX. COST OF COLLECTION AND TESTING

1. The Contractors will pay the cost of all specimen collections and testing under this Policy and Program, unless explicitly excluded in this Policy and Program (unless said costs are paid by an alternative manner).
2. Any employee who loses time from working in order to provide a specimen(s) for drug and alcohol testing will be paid by the employer for such lost time.

MASTER LABOR AGREEMENT
July 1, 2017 –August 31, 2026
SIGNATURES

This agreement shall be deemed executed when the parties signing shall have affixed their signatures hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals to modify this agreement June 30, 2017 with the effective date July 1, 2017 through August 31, 2026.

AIR CONDITIONING, REFRIGERATION AND MECHANICAL CONTRACTORS ASSOCIATION

RICHARD J. SAWHILL


By 
Executive Vice President

SOUTHERN CALIFORNIA PIPE TRADES DISTRICT COUNCIL NO. 16 OF THE UNITED ASSOCIATION

RAY LeVANGIE

By 
President

MICHAEL LAYTON

By 
Business Manager Financial Secretary-Treasurer