

**NORTHERN CALIFORNIA
REFRIGERATION & AIR CONDITIONING
AGREEMENT
and
FOOD STORE ADDENDUM**

between

**Northern California Mechanical Contractors
Association**

and

**Northern California Pipe Trades
*on behalf of***

**UA Local Unions 62, 159, 228, 246,
342, 343, 393, 442, 447, and 467**

MARCH 1, 2021 – DECEMBER 31, 2021



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NORTHERN CALIFORNIA REFRIGERATION & AIR CONDITIONING AGREEMENT

1. This Agreement entered into by and between **NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION**, hereinafter called the “Employer” and on behalf of its respective members who qualify and become signatory to this Agreement, and **NORTHERN CALIFORNIA PIPE TRADES on behalf of Local Unions 62, 159, 228, 246, 342, 343, 393, 442, 447, and 467**, hereinafter called the “Union”. (See Appendix A for geographic coverage of the Local Unions.)
2. **WHEREAS**, the Employer is engaged in **(a)** the construction, remodel and servicing of Food Stores, Retail Outlets, Small Office Buildings, Schools and other similar buildings and **(b)** the operation, inspection, adjusting, testing, balancing, evacuation, charging, start-up, servicing, maintenance, renovation, and repair of all mechanical equipment and all piping systems, and components of same, on a regular and/or an emergency call basis as required, and
3. **WHEREAS**, the Employer has employed, now employs, and will employ members of the Union for operation, inspection, preventive maintenance, evacuation, charging, start-up, servicing, renovation, modifications, cleaning, testing, balancing, and repair work of these systems, and expects to continue to employ such members because of their skills and experience in performing this work, and
4. **WHEREAS**, the Employer has promoted the sale of services covering construction, remodel, operation, inspection, evacuation, charging, start-up, testing, and the balancing, and repairs of such systems, to a substantial degree and plans to continue such endeavors despite the serious competitive problems associated with competitors employing mechanics under conditions much more favorable to said competitors than employers employing mechanics under Labor Agreements with

the Union, and

5. **WHEREAS**, the Employer and the Union agree that there is a serious and continuing need of training additional Union members in this specialized work by regularly conducting training courses in the Refrigeration and/or Mechanical service and maintenance field in order to keep pace with design and technological changes, and to better serve the needs of the industry and the public, and
6. **WHEREAS**, both parties desire to enter into this Agreement in order to establish sound, stable and peaceful labor relations between the Employer and the Union on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist between the parties without interruptions in the essential services performed for the industry and the public, and
7. **WHEREAS**, the Employer and the Union desire to mutually establish and stabilize hours and working conditions for Journeymen, Apprentices, and Tradesmen employed by said Employer for Refrigeration and/or Mechanical Equipment construction service, maintenance, and operation.
8. **NOW, THEREFORE**, the Employer and the Union, in consideration of the mutual promises and covenants herein contained, enter into this Agreement which is an addendum to the Master Labor Agreement of the United Association Local Unions affiliated with the Northern California Pipe Trades and mutually agree as follows:

ARTICLE I RECOGNITION

9. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Pipefitter Refrigeration and Air Conditioning Division Service and Maintenance Journeymen who are hereinafter called "Journeymen," all Pipefitter Refrigeration, Air Conditioning Division Service and Maintenance Apprentices hereinafter called "Apprentices," and all Maintenance Tradesmen, hereinafter called "Tradesmen," in the employ of the Employer in respect to wages, hours, and other terms and conditions of employment on any work in the Refrigeration and Air Conditioning Service and Maintenance industry described in this Agreement.

**ARTICLE II
UNION SECURITY**

10. All members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. All Journeymen, Apprentices and Tradesmen in all classifications covered by this Agreement or hereinafter employed by the Employer shall become members of the Union on the earliest date provided by applicable Federal Law after their employment, or the date of signing of the contract by the Employer, whichever is later. This **ARTICLE** shall be effective to the extent permitted by applicable State and Federal laws.

**ARTICLE III
UNION REPRESENTATION AND
ACCESS TO JOBS**

11. Authorized representatives of the Union shall have access to work where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Employer's employees, customers, employees, or cause them to neglect their work, and further, provided such Union representative complies with customer rules.

**ARTICLE IV
GEOGRAPHICAL TERRITORY AND
TRADE JURISDICTION**

12. All questions relating to the geographical territory and trade jurisdiction of the Union shall be decided by the United Association.

**ARTICLE V
SCOPE OF WORK —
EMPLOYEES AND EMPLOYERS COVERED**

13. This Agreement shall cover all work coming within the jurisdiction of the United Association in Food Stores (except plumbing) and all Refrigeration and Air Conditioning Service and Maintenance work as defined below:
14. Service and Maintenance work is the work normally performed by outside contractors, either by contracts or on emergency call basis, who are equipped to handle all work relating to evacuation, charging, start-up, inspections, operation, maintenance and service calls necessary to keep a mechanical system of refrigeration, air conditioning, heating, and/or ventilation or any other newly installed,

remodeled, revamped or redesigned mechanical system in operational order. Service and Maintenance shall include, but not be limited to all the maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the Employer by the customer.

15. "Service" work shall include all work necessary to keep an existing refrigeration, heating, or air conditioning system operational, including charging, testing, changing motors, all types of controls, electronic control circuits, energy management, compressors or other replacement parts, repair of any pipe or any tubing connecting thereto, and the service and repair of all newly developed systems, removal, addition or control of heating or humidity, and the setting, handling and changing of such equipment. This includes all maintenance, repairs, and service of air conditioning and refrigeration on industrial, commercial and residential packages, built up and remote systems and all work incidental to a service call. Service work shall also include all work performed under the warranty provisions of a construction contract from the date the warranty responsibility begins at the completion of the construction phase of the contract or when the job is accepted by the owner, whichever occurs first.
16. "Remodel or Renovation" in food stores, retail outlets, small office building, schools and other similar buildings where the total air conditioning and refrigeration equipment in the given building being remodeled or renovated is 25 circuit horsepower or less. The hours worked, wages, overtime provisions and other conditions of Service and Maintenance shall apply.
17. "Start Up" and California Energy Commission Title 24 acceptance Testing is the final phase of any new construction job. It involves going over the entire system to pick up any deficiencies that may exist so that after start-up, the system is operating properly. Depending on the nature of the job, start-up and California Energy Commission Title 24 Acceptance Testing involves going over all the equipment installed and the various components of the installation to see if there are any deficiencies, dehydrating the system, charging or recharging the system, setting controls, going over the electrical connections, balancing of the water and air flows, tuning the system, etc. and does not include the installation of piping and equipment. Hours worked, wages, and overtime provisions of the Local Master Agreement for new construction shall apply to all "Start-Up" and California Energy Commission Title 24 Testing, except in Food Stores.
18. **EMPLOYEES COVERED:** This Agreement shall apply to all individuals employed by any of the Employers covered hereby who perform work outlined in the claim of jurisdiction of the Plumbing and

Pipe Fitting Industry of the United States and Canada, as contained in this Agreement, or any and all other work which has been given or awarded to the United Association by agreement or decision. If a conflict or jurisdictional dispute should exist, the Employer shall contact the Union, and said Contractor shall assign the disputed work to the Refrigeration/Air Conditioning mechanics until such dispute is cleared. **INTENT:** If the Employer has the legal right to make the assignment.

19. SUCCESSOR EMPLOYERS.

- A. Each Employer and any member, stockholder, officer of the Firm who executes this Agreement, agrees that if said Firm, Organization or any of the members, stockholders, officers of said Firm who is in charge, either in whole or in part of the labor relations work for said Firm, Organization, or Corporation, organizes another Firm, Organization, or Corporation to engage in work covered by this Agreement, and/or the United Association or any of its Local Unions, and thereafter said person, member officer, or stockholder handles or is in charge of labor relations in whole or in part for the new Firm, Organization, or Corporation then said new Firm, Organization, or Corporation shall be bound by the provisions of this Agreement.
- B. In the event an Employer, its successors or assigns, now has or at any time hereafter acquires a controlling interest in any proprietorship, unincorporated firms or corporations performing the work covered by this Agreement, then the Union shall be authorized, upon thirty (30) days advance notice to the Employer to terminate this Agreement with said Employer.
- C. This Agreement is binding upon each individual Employer regardless of whether or not he or it changes the name or address of his or its business. The Employer shall give notice in writing to the Union of any intent to change the name or address of his or its business, or to perform business under more than one name or more than one address, prior to the adoption of a new or different name, or address, or addition of new names or addresses as specified herein.
- D. In order to protect and preserve for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when an Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture where the Employer exercises either directly or indirectly any significant degree of ownership,

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

20. It is agreed that this Agreement shall be binding upon the Union set out in **PARAGRAPH 1** hereof, and upon the Employer and individual Employers set out in **PARAGRAPH 2** hereof, and upon the heirs, executors, administrators, successors, purchasers, and assigns of the individual Employers.
21. All charges of violations of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in this Agreement. As a remedy for violation of this Article, the arbitrator (or arbitration body) provided for in this Agreement is empowered, at the request of the Union, to require an employer to: **(A)** pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of violations, and **(B)** to pay into the affected joint trust funds any delinquent contributions to such funds which have resulted from the violation of this Article; nor does it make the same or other remedies unavailable to the Union for violations of other sections or other articles of this Agreement.
22. If, as a result of violations of this Article, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with the provisions of this Agreement, or to defend action which seeks to vacate such award, each party shall be liable for their own accountants' and attorneys' fees. The court costs, which have resulted from the bringing of such court action, shall be divided equally among both parties.
23. Non-bargaining unit employees of the Employer or the Employer's vendors or contractors, may perform work of a technical nature related to diagnosing problems, or for the purpose of instruction and training, provided he does not work with the tools, and an employee member of the bargaining unit is present. A factory field representative may work by himself for the sole purpose of diagnosing equipment problems.

ARTICLE VI SUBCONTRACTING

24. In order to secure work for employees working for the Employer under this Agreement, and in order to protect wages and working conditions of such employees, the Employer shall overhaul all machinery and equipment with employees covered by this agreement.

25. Any other work in the control of the Employer signing this Agreement that falls in the jurisdiction of the United Association, but not in the scope as outlined herein shall be done in accordance with the prevailing Master Agreement of the Local Union having jurisdiction.
26. The Union and the Employer understand the customer may, at its decision, choose to perform or directly subcontract for any work or parts of the work herein described. The Employer's obligation under this Agreement refers only to work that the Employer has contracted to perform. The Employer agrees not to subcontract any of the work covered by this Agreement to any person, Firm, or Employer not signatory to this Agreement.

ARTICLE VII MANAGEMENT RIGHTS

27. The management of the Employer's business, including, but not limited to the direction of the working force, the right to hire, to plan, direct, control, and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change, or introduce new or improved methods, machinery, quality standards, or facilities, is the sole and exclusive prerogative and responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer.

ARTICLE VIII CLASSIFICATION OF EMPLOYEES

28. **PIPEFITTER REFRIGERATION AND AIR CONDITIONING — JOURNEYMEN** must be skilled craftsmen in their trade, and have minimum of five (5) years actual, practical, working experience in the refrigeration and air conditioning and/or the mechanical equipment service and maintenance industry. Journeymen shall be required to pass a satisfactory examination as to his special skill. Journeymen shall be allowed to perform all of the work covered under this Agreement.
29. **PIPEFITTER REFRIGERATION AND AIR CONDITIONING — APPRENTICE.**
 - A. In order that an adequate supply of competent, skilled craftsmen shall be available at all times, it is agreed between the parties hereto that Apprenticeship Training shall conform to the Apprenticeship Standards prepared by the appropriate Joint Apprenticeship and Training Committee of the Plumbing and Pipe Fitting Industry and approved by the California Apprenticeship Council. The Local Union and Joint Apprenticeship Committee

shall see that all apprentices receive diversified training.

- B. Service and Repair.** If the Employer feels the apprentice is capable, the apprentice may work by himself on service and repair only, subject to the intent of this paragraph. **INTENT:** The intent of this type of apprenticeship program is strictly experimental, and is not to be construed by any party as subject to any Favored Nations Clauses. The purpose and intent being to ascertain if this type of program will upgrade the future journeymen without being detrimental to the industry. Northern California Pipe Trades may terminate this practice at its discretion.
- C.** Every Apprentice shall be under the supervision of his Home Local Union Joint Apprentice Committee until his training is satisfactorily completed.

30. PRE-APPRENTICESHIP PROGRAM.

- A. Qualifications.** For individuals who have made application to the apprenticeship program of a Local Union bound to this Agreement, such individuals are eligible to participate in this pre-Apprenticeship program upon dispatch by that Local Union to a participating Employer as a pre-Apprentice. As to individual pre-apprentices the program shall terminate if during that period of time, they fail the Apprentice examination.
- B. Scope of Work of the Pre-Apprentice.** Pre-apprentices may **(1)** perform all work covered in Paragraph 31 of this Agreement, **(2)** perform service and maintenance of refrigeration and air conditioning equipment up to 5 tons in total capacity if the total refrigeration or air conditioning equipment at the facility does not exceed 10 tons, and **(3)** perform such other work as is agreed to between the Local Union where the work is located and the individual Employer.
- C. Rate of Pay.** The rate of pay and benefits for pre-apprentices shall be the first period apprentice rate of pay and benefits as specified in the Local Union Master Agreement.

- 31. TRADESMEN.** Tradesmen must be qualified to perform and shall be allowed to perform the work listed below, and shall be classified under United Association membership in a Metal Trades category.

A. TRADESMEN shall be limited to the following work:

1. Delivery and truck driving of parts or equipment trucks.
2. Assisting Journeymen or Apprentices in the setting of cases in Markets. No more than two (2) Tradesmen shall assist each Foreman, Journeyman or Apprentice.
3. Assist Journeyman or Apprentices in installing evaporator coils in walk-in boxes.
4. All digging and backfilling of trenches for piping including cutting and patching of concrete.
5. Assist Journeymen or Apprentices in sealing pipe penetrations.
6. Unload and distribute materials to the point of installation.
7. Clean and trim fixtures and clean up the project.
8. Remove any and all material not to be reused after it has been disconnected by a Journeyman or Apprentice.
9. Any incidental work needed to complete the piping system which is not the work of the Journeyman or Apprentice.
10. Filter changing and maintenance thereof.
11. Oil and greasing.
12. Belt adjusting and replacement.
13. Tower and coil cleaning and water treatment.
14. General Housekeeping.
15. Operation systems under contract with customer limited to perform only the work as outlined in this **PARAGRAPH 31**.
16. Installation and service of heating, air conditioning and accessory components in existing single-family residences in either single or multi-family units and the adoption to solar of residences, swimming pools, spas and domestic hot water. This subparagraph does not apply where a unit serves more than one residential unit in the building. If a recreation room or other ancillary rooms are done in conjunction with residential work, such work will come under this subparagraph.
17. All routine maintenance inspections regardless of size or location of the mechanical equipment being inspected or maintained, where this work is done as a periodic routine service, inspection and maintenance procedure by the Employer.

B. Maintenance Tradesmen shall be able to use whatever tools and equipment is necessary for them to perform their trade.

C. Maintenance Tradesmen shall not be eligible to qualify for journeyman examination without ten (10) years actual practical working experience in the refrigeration and air conditioning service

and maintenance industry, or satisfactory completion of apprenticeship standards or requirements.

D. It shall be the responsibility of the Employer to train the Tradesmen.

32. The Journeymen or Apprentice may perform all work listed in **PARAGRAPH 31** but the Tradesman shall not perform any Journeyman or Apprentice work.

ARTICLE IX SHIFT WORK CONDITIONS – TEMPORARY

33. Shifts may be established by the Employer, provided they are worked for three (3) or more consecutive working days, excluding Saturdays, Sundays and holidays. The shift may commence on any day of the week.
34. The regular starting time for the first or day shift shall be 8:00am; the regular starting time for the second shift shall be 4:30pm; and the regular time for the third shift shall be 12:30am. When only a second shift is worked, it may start at any time between 4:30pm and 9:00pm. The foregoing starting times may be changes when mutually agreed to between the Employer and the Union.
35. Where two or three shifts are worked, the first or day shift shall be established on an eight (8) hour basis; the second shift shall be established on a seven and one-half (7 1/2) hour basis; and the third shift shall be established on a (7) hour basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rates herein provided. However, employees on the second and third shift shall have fifteen percent (15%) added to their pay on all taxable moneys. All time worked on Saturdays, Sundays and Holidays (other than overtime) shall be paid at one and one-half (1 1/2) the straight time shift rate.
36. A second or third shift may be worked without the necessity of a first or day shift. However, all other requirements for shift work, including premium pay, shall apply for these shifts.

ARTICLE X SHIFT WORK CONDITIONS – PERMANENT

37. For plants, complex and/or projects, a four-cycle shift system may be operated when work is performed on a seven (7) day continuing basis. The names of those individuals employed on permanent shifts will be published, showing shift rotation and the working shift, or the day off for each man for a period of at least three (3) months.

38. The shift rate premium for the second shift shall be 10% of the first shift rate, and the shift rate premium for the third shift shall be 15% of the first shift rate.
39. The standard work day under permanent shift working conditions shall be eight (8) hours of continuous employment including a one-half (1/2) hour paid lunch period. Forty (40) hours per week shall constitute a week's work.

ARTICLE XI HIRING AND USE OF EMPLOYEES

40. The Union agrees to furnish at all times to the Employer, upon request, duly qualified Service and Maintenance Journeymen, Apprentices and Tradesmen, including Journeymen with special skills, in a sufficient number as determined by the Employer to properly execute all work contracted by the Employer. The Employer shall have the right to interview and refuse to hire journeymen, apprentices and tradesmen dispatched by the Local Union for service and maintenance work.
41. In the event the Local Union having jurisdiction is unable to supply the requested number of qualified and competent Journeymen, Apprentices or Tradesmen, and other employees as herein described, within twenty- four (24) hours, the Union, upon request, agrees to notify other Local Unions of the availability of work and will request these Local Unions to refer such qualified employees to the Local Union having jurisdiction over the job.
42. If neither the Local Union nor the United Association is able to supply competent and skilled Service and Maintenance Journeymen, Apprentices and Tradesmen satisfactory to the Employer within forty-eight (48) hours, the Employer may employ any person but shall arrange for a dispatch to be issued for such persons from the Employment Office of the Union within twenty-four (24) hours of the commencement of such employment, and such dispatch shall upon request be issued by the Union to the employee.
43. The Employer shall retain the right to reject any applicant referred by the Union for just cause.
44. **STAFFING.** Each construction project covered by this agreement shall first be staffed by a Foreman, and thereafter Journeymen and Apprentices as provided for in the Agreement, and Tradesmen as needed.

45. FREEDOM OF MOVEMENT.

- A.** All employees performing work covered by this freedom of movement provision shall be from the Employer's regular work force. When the Employer moves employees under this freedom of movement provision, the Employer shall notify the Union in which the work is located, the name and location of the project, the names of the employees being moved onto the project and which Locals the employees being moved are members of.
- B.** For the purpose of freedom of movement, the territory covered by this Agreement is divided into two (2) Areas:
 - 1. Area I shall consist of the Territorial Jurisdiction of Locals 62, 159, 342, 343, 393 and 467.
 - 2. Area II shall consist of all the other Territorial Jurisdiction of Locals 228, 246, 442 and 447.
- C. Within Areas.** Within each Area the Employer is free to assign up to three (3) employees from his regular work force on any jobsite, one of whom must be an Apprentice, on all work covered by this Agreement. However, the employees must be a member of a Local Union having jurisdiction within the Area in which the freedom of movement is occurring.
- D. Between Areas.** Between Areas, the Employer is free to assign up to two (2) employees from his regular work force on any job site on all work covered by this Agreement. If the work is new construction work, one of the employees must be an Apprentice.
- E.** The Employer is not required to hire an additional man from the Local Union where working.
- F.** Additional employees required on the job site shall be hired on a 50-50 basis, with the next individual to be hired coming from the Local Union where the job is located.
- G. Start Up.** The Employer may assign the first two (2) Journeymen or one (1) Journeyman and one (1) Apprentice from the Employer's regular UA work force to start up work in the territorial jurisdiction of another local union. All other provisions of Local Master Agreement, in effect in the area where the start-up is being performed, shall be adhered to on such matters as working hours, conditions and rate of pay.

46. APPRENTICES/ TRADESMEN RATIOS.

- A.** The Employer shall be permitted a ratio of one (1) Apprentice for the first Journeyman, and then permitted an additional Apprentice for every two (2) Journeymen employed. After one (1) Tradesman is employed, the Employer must have an Apprentice regularly

employed before additional Tradesmen may be hired. The Employer shall be allowed a ratio of one (1) Tradesman for each two (2) Journeymen and/or Apprentices employed.

- B. If an Employer has a bona fide requirement for a larger ratio of Tradesmen to Journeymen than in the above, it may, upon approval of the Local Union in which it is operating, have this ratio increased.
- C. Subject to the provision of **PARAGRAPH 41**, if at the time of signing this Agreement an Employer has an incorrect ratio (more Tradesmen than permitted), said Employer may continue to employ the Tradesmen on the payroll, but shall not hire any additional Tradesmen until the ratio is in balance.

- 47. The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affect Union membership, bylaws, rules, regulations, constitutional provisions, or by any other aspect or obligation of Union membership, policy or requirement, or by race, creed, religion, national origin, or sex.
- 48. The employee shall keep himself in a reasonably neat, clean, and safe condition.
- 49. The determination of the number of employees and foremen, if any, is solely the responsibility of the Employer. The Employer's salaried personnel may handle all dispatching. If a condition in a Local Agreement conflicts with this paragraph, the provisions of this Agreement shall prevail.

ARTICLE XII WAGES, BENEFITS, AND HOURS OF WORK

- 50. **NORMAL WORK DAY/ WORKWEEK.** Eight and one-half (8-1/2) continuous hours, including one-half (1/2) hour lunch break, shall constitute a standard work day between the hours of 7:30am and 5:30pm. Forty (40) hours per week shall constitute a week's work, Monday through Friday or Tuesday through Saturday, inclusive.
- 51. **FLEXIBLE WORKWEEK.** The Employer may institute a rolling 4-day x 10-hour workweek or modified rolling 4-day x 10-hour workweeks

with Sundays off. The Employer is not required to pay overtime for the ninth and ten hours worked per day during such workweeks.

52. By mutual consent of the Employer and Union, the starting and quitting time may be changed.
53. **NEW CONSTRUCTION WAGES — FOREMEN, JOURNEYMEN AND APPRENTICES.** The wage rates and benefit contributions for Foreman, Journeymen and Apprentices shall be as provided in the Local Master Agreement where the work is located.
54. **SERVICE AND MAINTENANCE WAGES — FOREMEN, JOURNEYMEN AND APPRENTICES.**
 - A. The wage rates and benefit contributions for Foreman, Journeymen and Apprentices shall be as provided in the Local Master Agreement of the local from which dispatched.
 - B. When an Employer's shop is located outside the Bay Area (i.e., outside UA Locals 159, 342, 343, 393, and 467) and an employee works in the Bay Area for more than eight (8) hours in a work week, the Employer shall pay the employee at the highest total wage and fringe benefit package required by either the employee's Home Local Agreement or the Master Agreement where the work is performed. The employee's fringe benefits and vacation shall be paid to the employee's home Local Trust Funds. The difference shall be paid as taxable wages.
55. **OVERTIME — NEW CONSTRUCTION.** The first two (2) hours performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one-half (1-1/2) times the straight time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day, shall be paid at the double time rate.
56. **OVERTIME — FOOD STORE REMODEL WORK.** All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturdays, Sundays and holidays shall be paid at a rate not to exceed time and one-half. **If taking advantage of the Food Store Addendum, refer to APPENDIX B, ITEM #8: All Holidays are at double time rate.**
57. **OVERTIME — SERVICE AND MAINTENANCE.** All work before and after the normal eight (8) hour workday, Monday through Friday or Tuesday through Saturday, and all non-scheduled emergency overtime work performed on Saturdays, Sundays and holidays shall be paid at a rate no less than time and one-half. All Scheduled work on Sunday and all work on New Year's Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double the straight time rate. All work in excess of (16) sixteen hours in any twenty-four (24) hour period shall be paid no less than double the straight time rate.

Initial start-up is New Construction for purposes of overtime and hours of work.

- 58. OVERTIME — MEAL BREAK.** After the regular eight (8) hour work day, when more than two (2) hours overtime is worked, employees shall be entitled to one-half (1/2) hour lunch period at overtime rate and one-half (1/2) hour lunch period at overtime rate every four (4) hours thereafter.
- 59. WAGE/OVERTIME GRIEVANCES.** Any violation of **PARAGRAPH 53, 54, 55, 56, 57, or 58** must be brought to the attention of the Employer and Union through the filing of a grievance within 30 days of occurrence of the violation or the grievance will be deemed waived.
- 60. FRINGE BENEFIT PAYMENTS.** For all Journeymen and Apprentices covered by this Agreement, Workmen's Compensation, contributions or deductions for plans, programs or funds, for Union dues, pensions, health and welfare, training, vacation and holidays, supplemental unemployment benefits, sick pay, severance pay, contract administration and industry promotion, shall be in accordance with the established Local Union or District Council Master Agreement, not to exceed the provisions of this Agreement, and shall be paid to the appropriate Boards of Trustees or established depository. **The terms of a sick leave ordinance for the State of California and any municipality or government entity will follow the MLA/CBA of the member's Local Union.**
- 61. EXPIRED MASTER AGREEMENT.** When the Local Master Agreement has terminated and no new Master Agreement has been agreed to, the Employer, if it elects to operate his business shall pay the wage rate established in the area and paid by other contractors to Journeymen and Apprentices. The Employer shall pay this wage rate until the new Master Agreement is agreed to, but in no event shall the Employer be required to pay higher wages than those paid by other contractors.

62. TRADESMEN WAGES AND FRINGE BENEFITS.

- A. Effective March 1, 2021, the wage rates per hour for Tradesmen shall be:

HVAC and Refrigeration

Area 1 - UA Local 62, 159, 342, 343, and 393

\$22.00 Wage

Area 1 - UA Local 467

\$21.00 Wage

Fringe Benefits - Refer to respective Local Union Fringe Benefits Schedule. Effective March 1, 2021, health & welfare plan contributions increase 35¢/hour.

\$32.35 Total Package

HVAC and Refrigeration (Valley)

Area 2 - UA Local 228, 246, 442, and 447

\$19.00 Wage

Fringe Benefits - Refer to respective Local Union Fringe Benefit Schedule. Effective March 1, 2021, health & welfare plan contributions increase 35¢/hour.

\$29.35 Total Package

- B. **Probationary Period.** During the first year of employment with an employer, the Tradesman is employed on probationary status, and during such time period may be terminated for any lawful reason and such termination shall not be subject to the grievance procedure of the Agreement. If the Tradesmen is terminated and contends that he was terminated for an awful reason then Article XVIII shall apply.

63. SERVICEMAN

Wage - 50-80% of Building Trades Journeyman Rate.

Fringes - Refer to respective Local Union Fringe Benefit Schedule.

Effective March 1, 2021, defined contribution retirement plan contributions increase \$2.00/hour and health & welfare plan contributions increase 35¢/hour.

64. ANNUAL TRADESMEN WAGE INCREASE

To be negotiated.

- 65. Pay day shall be one each week, no later than the fourth working day following the end of the Employer’s weekly payroll period. Employees are to be paid at the option of the Employer in cash or negotiable payroll check. When employees are laid off or discharged, they shall be immediately paid all wages due.
- 66. 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 regular and overtime hours worked in separate columns, vacation contributions and all other deductions that are a part of this Labor Agreement, and all other deductions required by law.

67. HOLIDAYS. Service and Repair holidays under this Agreement shall be as follows:

New Year’s Day	Veterans Day *
Presidents’ Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	

The holidays listed above in bold type are double time holidays. If the holiday falls on a Saturday, the preceding Friday shall also be a holiday. If a holiday falls on a Sunday, the following Monday shall also be a holiday.

* **Veterans Day** will be observed on the 2nd Monday in November.

- 68. **NO REDUCTION IN WAGES.** No employee shall receive any reduction of basic wage rate in their present employment as a result of this Agreement.
- 69. **SHOW UP TIME.** When an employee reports for work and is not given the opportunity to work, and was not notified prior to leaving home, he shall be paid two (2) hours reporting time.
- 70. If an employee shall stop work for reasons of his own, he shall be entitled to pay only for the hours actually worked in the day. It shall be the Employer’s prerogative to decide whether work shall be stopped during a day of work.
- 71. **STAND-BY FOR SERVICE CALLS.** Employees shall receive two (2) hours pay at the straight time rate, including fringe benefits, for Saturday stand-by, and two (2) hours pay at the straight time rate, including fringe benefits, for Sunday and holiday stand-by. If the

employee is called out, the two (2) hours stand-by pay for that day shall be applied to the hours worked that day. All hours worked in excess of the normal work shift shall be paid at the overtime rates, including fringe benefits. Stand-by shall be on a minimum basis of seven (7) consecutive days. No journey man or apprentice shall be required to stand-by for service calls by the Employer on any week night unless he has been given the opportunity to work eight (8) hours that week day, Monday through Friday, excluding holidays.

ARTICLE XIII UNIFORMS

72. When special uniforms are required by the Employer, the Employer shall supply such uniforms without charge to the employee.

ARTICLE XIV TOOLS

73. All tools shall be furnished by the Employer. In case of deliberate or negligent loss of or damage to tools, an employee may be held monetarily responsible for such loss.

ARTICLE XV TRAVEL AND SUBSISTENCE

74. Subsistence shall be reimbursed or paid in advance at the actual cost of meals and lodging as evidenced by business receipts to be submitted to the employer.
75. Any flat rate subsistence payment provided by this Agreement is intended to compensate employees for meals and lodging while staying overnight away from home and is conditioned upon the employee actually staying overnight away from home and providing the Employer with business issued receipts evidencing legitimate hotel or motel lodging and meal expenditures.
76. (a) All commute time using a Company vehicle in excess of one hour before and one hour after an employee's normal work hours shall be paid for at straight time. There shall be no overtime paid on commute time. Commute time shall not be considered hours worked, and the pay, there- fore, shall not be considered pay for hours worked and not subject to fringe benefits.
- (b) All other travel time during the employee's regular work day and all travel time during emergency overtime shall be paid as**

time worked and therefore shall require that fringe benefits be paid for such travel time.

ARTICLE XVI GRIEVANCE PROCEDURE AND ARBITRATION

77. Where a disagreement exists between an Employer, Employee, or Local Union concerning, or regarding the intent, meaning, application, or compliance with the terms of this Agreement, it shall be resolved in accordance with the grievance procedure covered in this Article.
78. Discharge grievances must be filed in writing with the Employer within five (5) days of the discharge. All other grievances must be filed with the other party within 30 days of the incident or action giving rise to the grievance. If a grievance is not filed within the prescribed time period, the grievance shall not be recognized and shall be deemed waived. If the grievance is found to be a continuing grievance the remedy shall be limited to the thirty (30) day period immediately preceding the date the grievance was filed.
79. There shall be established an Arbitration Board consisting of two (2) representatives appointed by the Northern California Pipe Trades and two (2) representatives appointed by the Employer. Either party shall have the right to appoint alternates for its representatives. Within thirty (30) days after the signing and execution of this Agreement, the Employer and the Union shall notify each other of their respective appointments to the Arbitration Board. The Board shall elect a chairman and a secretary from its members. The Arbitration Board shall stand during the life of this Agreement. Representatives of a Local Union involved in a grievance and representatives of the Individual Employer involved in a grievance shall not sit on the Arbitration Board involving that grievance.
80. **Step 1.** The Employer shall meet with the Union representative of the area in which the dispute exists. If the dispute is unresolved between the Employer and Local Union Representatives after three (3) working days, it shall proceed to Step 2.
81. **Step 2.** The grievance shall be reduced to writing in terms of the issue to be arbitrated, and shall be filed with the Chairman of the Arbitration Board, who shall immediately notify the other members of a hearing to be held within ten (10) days after filing for request for arbitration. Representatives of both parties shall be notified of the time and place within five (5) working days of filing. The Board shall have seven (7) days after the hearing to reach a decision. A decision by the Arbitration Board is final and binding on all parties.

- 82. Step 3.** If the Board is unable to reach a majority decision within seven (7) days after the hearing, the matter shall be promptly submitted to an impartial arbitrator whose decision shall be rendered in writing and be final and binding on all parties.
- 83.** In the event that a matter is to be submitted to an impartial arbitrator, one may be selected by unanimous agreement of the Arbitration Board members. If the Board cannot agree on an arbitrator within a period of ten (10) days after the expiration of the time limits in Step 2 above, then the Arbitration Board shall request the Federal Mediation and Conciliation Service to submit to the Arbitration Board a list of five persons suitable for selection as an impartial arbitrator. If the Arbitration Board cannot agree upon one of the persons named on the list, then the impartial arbitrator shall be selected by striking from the list a name alternately until one name remains. The remaining person shall be the impartial arbitrator and shall be notified of his selection by the Chairman of the Arbitration Board.
- 84.** The authority of the Arbitration Board and of the impartial arbitrator shall be limited to the construction and enforcement of the express language of this Agreement as applied to the specific grievance or issue stated in the request for arbitration. The Arbitration Board and the impartial arbitrator shall have no authority or jurisdiction, directly or indirectly, to add to, subtract from, change, modify, or supplement any of the specific provisions of this Agreement. If a signatory contractor utilizes any craft other than the United Association to perform work covered under this Agreement, said action is grievable and could be subject to termination of the entire Agreement.
- 85.** The time limits contained in this **ARTICLE XVI** may be waived by the mutual consent of the parties.
- 86.** The expense of the Arbitration Board and the impartial arbitrator, if required, shall be borne equally by the Employer and the Union.

ARTICLE XVII
NO STRIKE, NO LOCKOUT

87. Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly, or individually, induce, engage, or participate directly or indirectly in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its International and Local officers and representatives to end any unauthorized interruption of work. The Employer will not lockout any of the employees covered by this Agreement. The parties agree that, in the manner set forth in **ARTICLE XVII** they will submit to arbitration all grievances and disputes that may arise between them, and any misunderstanding as to the meaning or intent of all or part of this Agreement.

ARTICLE XVIII
FAVORED NATION/BETTER CONTRACT PROVISION

88. No individual employer party hereto shall be required to pay higher wages or be subject to less favorable working conditions on any one job or project than those applicable to other individual employers employing workmen on similar work in the same locality.
89. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its terms as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.
90. When a project to be construed in the area covered by this Agreement presents a unique problem of manning, hours worked, or effective competition, the individual employer may, through his representative association, petition the Special Projects Committee for Special Project Agreement consideration.
91. The favored nation provision shall not apply to the work performed under the Special Project Agreement.
92. **SPECIAL PROJECT AGREEMENT COMMITTEE.** There shall be established a committee of two (2) representatives of **THE NORTHERN CALIFORNIA PIPE TRADES** and two (2) representatives from the Employer called, "The Special Project Committee".

93. The committee shall be empowered to grant Special Project Agreements, which shall not be subject to the favored nation clause, in order to preserve work for the parties to this Collective Bargaining Agreement. The Committee shall have the right to waive any condition in the Agreement, but only on a particular job site.

ARTICLE XIX SAVINGS CLAUSE

94. Where there is conflict in meaning, interpretation, or application between this Agreement and the Local Agreement, this Agreement shall apply.
95. If any article or provisions of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent in its place and stead, an Article or provision which will meet the objections to its invalidity and which will be in accord with the intent and purpose of the Article or provision in question.
96. If any Article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law, or by any of the above- mentioned tribunals of competent jurisdiction, the remainder of this Agreement and the application of such Article or provision to persons or circumstances other than those to which it has been held invalid, inoperative or unenforceable, shall not be affected thereby.

ARTICLE XX DURATION AND TERMINATION

97. This Agreement as modified and extended shall be in full force and effect from March 1, 2021 through December 31st, 2021 and from year to year thereafter, unless notice of termination or modification is given in writing by either party to the other party during the 30-day period, between sixty (60) and ninety (90) days prior to the anniversary date of December 31st, 2021.
98. In the event notice of termination or modification is given by either party and agreement on a new or modified agreement is not reached by the anniversary date, both parties agree to continue to work under the terms of this Agreement on a day-to-day basis until such time that either an agreement or impasse is reached.

99. During the thirty (30) day period between sixty (60) and ninety (90) days prior to December 31st, either party may propose changes in the Agreement to the other. Such changes shall thereafter be incorporated into the Agreement if mutually agreed to by both the Employer and Union.
100. There shall be established a Standing Committee with representatives for the Union and for the Employer for the purpose of explaining the meaning and intent of this Agreement.
101. We, the undersigned Employer, hereby become signatory to this Northern California Refrigeration & Air Conditioning Agreement as of this date, and agree to take firm action to comply with this Agreement in fact and in intent.

NORTHERN CALIFORNIA PIPE TRADES

/s/ Mark Burri

Mark Burri, Chairman
Northern California Pipe Trades
Negotiations Committee

NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION

/s/ Alex Hall

Alex Hall, Executive Vice President
Northern California Mechanical
Contractors Association

INDIVIDUAL CONTRACTOR SIGNATURE PAGE

The undersigned Individual Employer agrees to abide by the provisions set forth in this Agreement between the **NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION** and **THE NORTHERN CALIFORNIA PIPE TRADES**.

This Agreement shall be effective as of the date signed and shall remain in full force and effect without change or modification until midnight December 31st, 2021 and shall thereafter, without change or modification, continue to remain in full force and effect unless one of the parties hereto gives written notice to the other party or a desire to change or modify the terms hereof, which notice shall be given at least sixty (60) days, but in no event more than ninety (90) days, prior to midnight, December 31st, 2021 or any subsequent December 31st.

The undersigned Individual Employer hereby designates the Association as its bargaining agent with the Union, becomes a party to the Multi-Employer Bargaining Agreement, and a member of the Multi-Employer Unit represented by the Association, and appoints the Association appointed Trustees, Board Members and Committee Members required by the Agreement to act on his behalf pursuant to the Agreement.

Execution of this Agreement does not establish membership in the Association.

In the event a dispute arises between the Individual Employer and the Union and the dispute cannot be resolved, the dispute will be referred to the Arbitration Board as outlined in the Agreement. The Individual Employer may request assistance from the Association and if requested assistance will be provided to the Employer.

Firm Name: _____

By: _____

Address: _____

Individual _____ Corporation _____ Partnership _____

Telephone: _____ Date: _____

State Contractors License Number: _____

UA Local Union # : _____ By: _____

APPENDIX A

LOCAL UNION #	COUNTIES COVERED
62	Monterey and Santa Cruz
159	Contra Costa
228	Butte, Colusa, Glenn, Sierra, Lassen, Modoc, Plumas, Tehama, Sutter, Trinity, Yuba, Shasta, and Siskiyou
246	Fresno, Kings, Madera, and Tulare
342	Alameda
343	Solano and Napa
393	Santa Clara and San Benito
442	Alpine, Stanislaus, Merced, Tuolumne, Mariposa, San Joaquin, Calaveras, and South Amador
447	Sacramento, Yolo, Placer, Nevada, El Dorado, and North Amador
467	San Mateo

APPENDIX B
FOOD STORE ADDENDUM

NOTE: The following provisions are an exception to the Basic Agreement and apply only to work in Food Stores.

1. **SUBCONTRACTING.** The provisions limiting subcontracting (Paragraphs 25 and 26) shall not apply to the subcontract of work on food store projects where the Employer has given two (2) weeks bidding notice to the Local Union in whose jurisdiction the project is located and the Employer has not received three (3) timely bids from contractors signatory to a United Association agreement within the jurisdiction where the work is to be performed. (See Article VI of Basic Agreement.)
2. **SHIFTS.**
 - A. Shifts may be established by the Employer, without restrictions, on days or times, provided twenty-four (24) hour notice is given to employees and the Union, and the shift is established for three (3) or more consecutive days, excluding Sundays.
 - B. When a second or third shift is worked, a 10% shift premium shall be paid on all hours worked. The shift premium shall be calculated from the employees straight time hourly rate. A second shift is defined as any shift scheduled to begin between 4:30pm and 12:30am. A second or third shift may be worked without the necessity of a first or day shift. (See Article IX of Basic Agreement.)
3. **STAFFING.** Food Store New Construction and Remodel projects shall be staffed by a Journeyman, and thereafter Apprentices and Tradesmen as necessary. On jobs which have more than three (3) employees, one (1) of the Journeymen is to be a Foreman.
 - (a). The Employer must provide 48 hours notification prior to beginning any refrigeration construction work in the local union having jurisdiction where the work is being performed. Any Employee performing any Food Store New Construction and/or Remodel work in the jurisdiction of a local union other than his home local union shall notify the local union in whose jurisdiction the work is being performed.
 - (b). Any Employee performing other New Construction and/or Remodel refrigeration work in the jurisdiction of a local union other than his home local union shall notify the local union in whose jurisdiction the work is being performed.

4. TRADESMAN WORK PROCESSES.

A. Tradesmen shall be limited to the following work:

1. Delivery and truck driving of parts or equipment trucks.
2. Assisting Journeymen or Apprentices in the setting of cases in place.
3. Assist Journeyman or Apprentices in installing evaporator coils in walk-in boxes.
4. All digging and backfilling of trenches for piping including cutting and patching of concrete.
5. Assist Journeymen or Apprentices in sealing pipe penetrations.
6. Unload and distribute materials to the point of installation.
7. Clean and trim fixtures and clean up the project.
8. Remove any and all material not to be reused after it has been disconnected by a Journeyman or Apprentice.
9. Any incidental work needed to complete the piping system which is not the work of the Journeyman or Apprentice.
10. Filter changing and maintenance thereof.
11. Oil and greasing.
12. Belt adjusting and replacement.
13. Tower and coil cleaning and water treatment.
14. General Housekeeping.
15. Replacement of fan motors up to 3 HP.
16. Installation of condensate drains from the refrigeration fixture to the floor sink.
17. All routine maintenance inspections regardless of size or location of the mechanical equipment being inspected or maintained, where this work is done as a periodic routine service, inspection and maintenance procedure by the Employer. (See Paragraph 31 of Basic Agreement.)

- 5. NORMAL WORK DAY/ WORKWEEK.** Eight and one-half (8-1/2) continuous hours, including a one-half (1/2) hour unpaid lunch break, shall constitute a standard work day between the hours of 6:00 am and 6:00pm. Forty (40) hours per week shall constitute a week's work - Monday through Friday on Construction and Monday through Friday or Tuesday through Saturday on Service and Maintenance and Remodel work. (See Paragraph 50 of Basic Agreement.)

6. 4-DAY x 10-HOUR WORKWEEK.

- A. Upon 48-hour notice to the Union, the Contractor may establish a four (4) consecutive day, ten (10) hours per day, workweek. The workweek is between Monday and Friday on New Construction and Monday and Saturday on Service and Repair and Remodel work. The workweek is to be a regularly scheduled workweek and not a one (1) time arrangement.
- B. On 4-day, 10-hour workweeks, no overtime is required to be paid for the ninth and tenth hours worked. Overtime is required for hours worked in excess of 10 hours per day and when the employee works more than four (4) days in the week.

7. FOOD STORE WAGES — FOREMEN, JOURNEYMEN, APPRENTICES, AND TRADESMEN.

- A. **Food Store Journeyman.** Effective January 1, 2014, the Journeyman total cost package (wages and fringe benefits) for Journeymen while working in food stores, exclusive of Contract Administration and/or Industry Promotion, shall be the same as the Master Labor Agreement.

Each individual Local Union will notify the Employer as to how the total cost package is to be allocated for the purposes of benefits.

The parties hereby agree that the employer contribution payable to the Defined Contribution Pension Plan for each hour of Travel Time is the variable contribution amount for the employee's job classification, as designed by the employee.

- B. **Food Store Foreman.** Foreman shall receive 10% per hour over the Journeyman hourly rate.
- C. **Food Store Apprentices.** The percentage of the Journeyman wage paid Apprentices at the various Apprentice steps, shall be as set out in the Local Master Agreement.
- D. **Food Store Tradesmen.** Effective March 1, 2021 compensation is as follows:

Area 1 - UA Local 62, 159, 342, 343, 393 - Bay Area
\$22.00 Wage Refer to Local Fringe Benefit Schedule

Area 1 - UA Local 467
\$21.00 Wage Refer to Local Fringe Benefit Schedule
\$31.35 Total Package

Area 2 - UA Local 228, 246, 442, & 447 - Valley
\$19.00 Wage

Fringe Benefits - Refer to respective Local Union Fringe Benefits

Schedule. Effective March 1, 2021, health & welfare plan contributions increase 35¢/hour.
\$29.35 Total Package

8. **OVERTIME — FOOD STORE REMODEL WORK.** All time worked before and after the established work day of eight (8) hours, Monday through Friday or Tuesday through Saturday, and all time worked on Saturdays/Mondays (depending on the workweek), Sundays shall be paid at a rate not to exceed time and one-half. Holidays for food store construction and remodel shall be as per Appendix C and shall be paid at double time. **If a holiday falls on a Saturday, the preceding Friday shall also be a holiday. If a holiday falls on a Sunday, the following Monday shall also be a holiday.**

9. **OVERTIME — MEAL BREAK.** After the regular eight (8) hour work day, when more than two (2) hours overtime is worked, employees shall be entitled to one-half (1/2) hour lunch period at overtime rate and one-half (1/2) hour lunch period at overtime rate every four (4) hours thereafter. (See Paragraph 58 of the Basic Agreement.)

APPENDIX C
HOLIDAY SCHEDULES

District Council 36

New Year's Day
Martin Luther King Jr Day
Presidents' Day
Memorial Day
4th of July
Friday before Labor Day
Labor Day
Veterans Day (2nd Mon in Nov*)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

UA Local 159

New Year's Day
Martin Luther King Jr Day
Presidents' Day
Memorial Day
4th of July
Friday before Labor Day
Labor Day
Veterans Day (2nd Mon in Nov*)
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's

UA Local 342

New Year's Day
Martin Luther King Jr Day
Presidents' Day
Memorial Day
4th of July
Labor Day
Veterans Day (2nd Mon in Nov*)
Thanksgiving Day
Day After Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's

UA Local 343

New Year's Day
Friday or Monday before
after New Year's Day
Presidents' Day
Memorial Day
4th of July
Labor Day
Veterans Day (2nd Mon in Nov*)
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before New Year's

UA Local 393

New Year’s Day
Martin Luther King Jr Day
Presidents’ Day
Good Friday
Memorial Day
4th of July
Labor Day
Veterans Day (2nd Mon in Nov*)
Thanksgiving
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year’s

UA Local 447

New Year’s Day
Martin Luther King Jr Day
Presidents’ Day
Good Friday
Memorial Day
4th of July Labor Day
Veterans Day (2nd Mon in Nov*)
Thanksgiving
Day after Thanksgiving
Christmas Day

UA Local 467

New Year’s Day
Martin Luther King Jr Day
Presidents’ Day
Memorial Day
4th of July
Labor Day
Veterans Day (2nd Mon in Nov*)
Thanksgiving
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year’s

* **Veterans Day** is to be observed on the 2nd Monday in November.

OFF DAYS – NEW CONSTRUCTION (for UA Local 467 only): As a result of the return to a forty-hour workweek, there shall be a maximum of four (4) Off Days per year. Such Off Days shall be scheduled in conjunction with the present Holidays and will, whenever possible, conform to the Holiday and Off Day Schedule of the Carpenters Union calendar.

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

NOTES