

RESIDENTIAL MARKET RECOVERY LABOR AGREEMENT

Between

U.A. Local Union 393

And

**Santa Clara Valley Contractors Association,
Northern California Mechanical Contractors Association,
Greater Bay Area Association of Plumbing and Mechanical Contractors**

And

Industrial Contractors - UMIC

January 1, 2019 to December 31, 2021

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U. A. LOCAL 393
RESIDENTIAL MARKET RECOVERY
LABOR AGREEMENT

It is mutually understood that the public can best be served, and progress maintained and furthered in the Plumbing and Pipefitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This Agreement, therefore is made and entered into by and between the Santa Clara Valley Contractors Association (hereinafter referred to as "Association"), acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "Employers"), and LOCAL UNION NO. 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (hereinafter referred to as "Union").

ARTICLE I. RECOGNITION

Section 1.1 The Association and Employers hereby recognize Union as the sole and exclusive bargaining representative for all their employees performing any work covered by this Agreement and employed by the Employer in the area described in Article II.

Section 1.2 The Union and employees hereby recognize the Association as the sole and exclusive bargaining representative for all of its Employer members and for those non-member contractors that have furnished the Association with collective bargaining authorizations or become signatory to this Agreement as an Individual Employer.

ARTICLE II. GEOGRAPHICAL JURISDICTION

Section 2.1 The area covered by this Agreement shall be all of Santa Clara and San Benito counties in the State of California.

ARTICLE III. TRADE OR WORK JURISDICTION

Section 3.1 The work covered by this agreement shall be all work to be performed within a shop and/or at the site of construction in connection with the plumbing and piping of residential construction. Residential construction is defined as all plumbing work in connection with single family and multiple family units, motels and hotels, which do not exceed four (4) stories in height, excluding garages and parking areas.

Section 3.2 The Employer agrees that all residential projects five (5) or more stories in height and all commercial and industrial plumbing, heating and air conditioning and industrial piping shall be performed under the terms and conditions of the Master labor Agreement of Local Union 393.

Section 3.3 There shall be no work stoppage because of jurisdictional disputes.

ARTICLE IV. UNION SECURITY

Section 4.1 All employees, members of a U.A. local union, now in the employ of the Employer shall remain members in good standing in the union during the term of this Agreement. All employees covered by this Agreement, hereinafter employed by the Employer, shall become members of a U.A. local union after the seventh (it1) day following the beginning of such employment or the effective date of this agreement, whichever is later.

Section 4.2 Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work; and further provide such Union representatives comply with customer rules.

ARTICLE V. MANAGEMENT RIGHTS

Section 5.1 It is the intent of all parties to this Agreement that the employee will furnish a full, fair day's work for a fair day's pay.

Section 5.2 Management shall be the sole determiner of the size of the work force. Management shall have the prerogative of controlling its operations, introducing new or improved methods or facilities and changing methods of facilities, subject to the limitations set forth in this Agreement.

Section 5.3 An Individual Employer may work with the tools of the trade on any Residential work that does not exceed four (4) stories in height, as provided for in this Agreement.

ARTICLE VI. NO STRIKE. NO LOCKOUT

Section 6.1 During the term of the Agreement, each of the signatory parties agrees that there will be no strikes, work stoppages or lockouts by members of the Union or by the Employer over disputes over the terms and conditions of this Agreement, provided, however, the Union may strike where an Employer fails to pay wages in full and on time or the Union has been advised by the administrative officer of the fringe benefit funds in accordance with Article XIX that an Employer is delinquent in the payment of fringe benefits. It shall not be a violation of the Agreement or of the no-strike clause if members of the Union refuse to cross any lawful picket line.

Section 6.2 This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement.

ARTICLE VII. HOURS OF WORK. OVERTIME. SHIFT WORK AND HOLIDAYS

Section 7.1 Workday/Workweek: The Workday will be any eight (8) consecutive hours of work, excluding a one-half (1/2) hour lunch period, between the hours of 7:00 a.m. to 4:30 p.m. The workweek will be Monday through Friday, excluding holidays provided for in this Agreement. The work week shall consist of five (5) eight-hour days, Monday through Friday.

Section 7.2 Overtime: Time and one-half shall be paid for all overtime in excess of any eight (8) hour workday or a forty (40) hour workweek. The first 10 hours on Saturday shall be overtime. Sundays and holidays shall be paid at double time. Overtime shall be paid on the gross taxable wage prior to any deductions for vacation pay or any other authorized deduction (such as Part B Pension and Health & Welfare extended reserve contribution) from the gross taxable. Payments for any other fringes shall be paid for hours worked at the straight time rates.

Section 7.3 When two (2) or three (3) shifts are worked, the first shift or day shift shall be established on an eight (8) hour basis, paid for eight (8) hours; the second shift shall be established on a seven and one-half (7-1/2) hour basis, paid for eight (8) hours; and the third shift shall be established on a seven (7) hour basis, paid for eight (8) hours. When shift work is performed it must continue for a period of not less than three (3) work days. A second or third shift may be worked without the necessity of a first shift or day shift.

Section 7.4 Holidays: It is agreed that all holidays will conform to the national recognized holidays as follows:

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veteran's Day (2d Monday in November)
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day

If any of said holidays fall on Sunday, the Monday following shall be considered a legal holiday. When a holiday falls on Saturday, the Friday before shall be considered a holiday.

Building Trades employees shall adhere to the Residential Agreement Holiday Schedule when working on Residential projects when projects fall within the parameters of the Residential Contract.

ARTICLE VIII. JOINT HIRING HALL COMMITTEE

Section 8.1 The parties to this Agreement recognize the Joint Hiring Hall Committee established by the Union and the Contractors Association to supervise the control and operation of the referral system provided for in this Agreement.

Section 8.2 Subject to agreement with other Employer Associations, parties to an agreement with the Union, such Committee shall be made up of a representative from each Employer Association signatory to an Agreement with the Union.

Section 8.3 The Joint Hiring Hall Committee shall have the following power:

(a) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.

(b) Properly post the rules and regulations together with the provisions of this Agreement, as set out in Articles V, in the Joint Hiring Hall, at the Contractor's office and at the job site.

(c) 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 from claims by applicants that they have been improperly placed on, or refused placement on, or denied dispatch from out-of-work registration lists, and claims by the Union or applicants for damages or other relief based on alleged violation of the hiring procedure. Any applicant or registrant shall have a right to refer any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Hall Committee.

(d) To discipline any worker or applicant for employment who makes a deliberately false statement in their application for referral, who misrepresents their past experience or employment.

Section 8.4 Whenever the Joint Hiring Hall Committee reaches a deadlock, the matter shall be submitted to an impartial arbitrator in accordance with the terms of this Agreement. The authority of such arbitrator shall be limited to interpreting and applying the provisions of this agreement and the rules and regulations of the Joint Hiring Hall Committee, and the arbitrator's decision shall be final and binding on all parties, including applicants.

Section 8.5 If any questions arise as to the qualifications and competency of an applicant, the Joint Hiring Hall Committee shall make the determination. Such determination shall be fair and impartial without regard to applicant's membership or non-membership in the Union.

ARTICLE IX. TERMINATION, PAYDAY AND ACCOUNTABILITY

Section 9.1 Upon termination, the Employer will make out a notice of termination slip setting forth the reason for termination, giving one copy to the employee, one copy to the Union and one copy for the Employer's file.

Section 9.2 Each Employer shall pay his employees weekly on or before five (5) days after the end of each payroll period. When employees are laid off or discharged, they shall be paid in full at the time of termination of employment. If an employee quits, he will be paid in full at the end of the next regular pay period. If no agreement is made between the Employer and the employee as to where the employee's final paycheck is to be delivered, the Employer shall mail said check to the Union Hall.

Section 9.3 The employee will account for all tools, issued properties and materials belonging to the Employer upon termination of employment.

Section 9.4 Employees may be terminated only for just cause and may appeal a termination through the grievance and arbitration procedure in Article XX.I.

ARTICLE X. CLASSIFICATIONS OF EMPLOYEES

Section 10.1 There shall be four (4) classifications of residential craftsmen who may be employed pursuant to this agreement.

Section 10.2 Building Trades Journeyman (BTJ): Building Trades Journeyman are individuals who have fully completed the required apprenticeship training or other requirements as specified by the U.A. Constitution and/or Local Union and who can perform the total scope of work covered by this Agreement.

Section 10.3 Building Trades Apprentices (BTA): Building Trades Apprentices are individuals who are registered with the division of apprenticeship standards who can perform the total scope of work covered by this Agreement under the guidelines established by the local Joint Apprenticeship Committee (JAC). Apprentices may work without the direct supervision of a journeyman when they have completed one (1) year of apprenticeship.

Section 10.4 Residential Journeyman: Residential Journeymen are individual journeymen who can perform the total scope of work covered herein. The Employer agrees to hire, and the Union agrees to recruit Residential Journeymen. The Union and the Employer agree to recruit such employees from within the geographical jurisdiction of the Union and to seek to first recruit those employees who have a minimum of four (4) years residential experience. The Union has the option to provide current members the opportunity to go to work under this classification. The Union shall establish a separate out-of-work list for the Residential Journeymen classification. Residential Journeymen will be made available to Employers on a first come, first serve basis, to the extent they are available.

Section 10.5 Residential Apprentice: Residential Apprentices shall serve a term of four (4) years in the trade, which shall consist of reasonably continuous employment during such term and include the probationary period and the required hours of supplemental related instruction. Credit for previous experience granted by the Apprentice Committee, shall be included as part of the four (4) year term. The residential apprentice shall be permitted to perform all work covered by this Agreement.

Section 10.6 Residential Provisional Plumber: Residential Provisional Plumbers shall serve a term no longer than four (4) years as a Residential Provisional Plumbers, which shall consist of reasonably continuous employment during such term and include the probationary period. Upon completion of the four years, the Residential Provisional Plumber shall be upgraded to Residential Journeyman. The Residential Provisional Plumber shall be permitted to perform all work covered by this Agreement.

- a. Residential Provisional Plumbers shall be designated as Residential Provisional Periods 1-8.
- b. The contractor and the Residential Provisional Plumbers shall agree upon which Period (1-8) the Residential Provisional Plumbers will start at when first entering the union upon being organized

- c. Residential Provisional Plumbers shall remain in a Period (Periods 1-8) for no longer than six (6) months when reasonably continuous employment is sustained in that Period *and their educational requirements to advance to the next level have been completed.*

Section 10.7 Residential Foreman: Foreman are Journeypersons who in addition to performing the work of a journeyperson shall supervise other employees covered by this Agreement, as directed by the Employer, in accordance with the terms and provisions of this Agreement.

Wage rates for Residential Forepersons shall be an additional (12.5%) over the journeypersons taxable wage.

Section 10.8 Hiring, Notice, Probation and Compensation: Employers may hire employees on a probational basis to work on Residential Plumbing from any source for evaluating such employees. Wage rates will be determined by the contractor and agreed upon by the Provisional Residential Plumber but will be no lower than the 1st Period Provisional Residential Plumber rates with fringes. This probation period shall be no longer than ninety (90) days. Any Employer hiring a Provisional Employee and failing to notify Local Union 393 in writing within five (5) days from the first day worked shall be required to pay the **Provisional** Employee at the Residential Journeyperson Wage and Fringe Rate from the first day worked. The employee shall also pay special account hourly fees to the Union that are transmitted monthly with the fringe benefits. Provisional Employee(s) must be given a pay raise to the next provisional pay period during, but no later than, completion of each six (6) months of work providing their educational requirements to advance to the next level have been completed.

Section 10.9 Employment Ratio: Provisional employees may be employed in accordance with the following ratios:

- (a) One (1) Provisional Employee for the first (1) to five (5) Journeyperson and Apprentices employed. One (1) Provisional Employee may be employed for each additional five (5) Journeyperson and Apprentices employed.

ARTICLE XI. WAGE AND FRINGE BENEFIT RATES

Section 11.1 The hourly cost package for the Building Trades Journeyperson, Building Trades Foreperson and Building Trades Apprentice shall be as established in the Building Trades U.A. Local 393 Master Labor Agreement. Residential Plumber, Provisional Residential Plumber and Residential Apprentice hourly cost package for the period January 1, 2019 to December 31, 2021 is listed in Appendix A. Future hourly cost package increases shall be as set forth below:

	Increase
01/01/19 through 12/31/19	\$3.10
01/01/20 through 12/31/20	\$1.75
01/01/21 through 12/31/21	\$1.75

The total hourly cost package will be allocated to wages and fringes by Local 393.

ARTICLE XII. REFERRAL AND HIRING PROCEDURE

Section 12.1 In the referral of applicants, the Employer shall be the sole judge of the number of employees required.

Section 12.2 The Employer agrees to be bound by the referral practices of this Agreement and the Joint Hiring Hall Committee.

Section 12.3 The selection of applicants for referral to jobs shall be on a legal, non-discriminatory basis.

Section 12.4 The Employer shall retain the right to reject any applicant referred by the Union. Any employee rejected for just cause by the Employer shall not be entitled to show up pay.

Section 12.5 Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee as established by the Union and the Association.

Section 12.6 The Union agrees, to the best of its ability, to furnish to the Employer, at all times, duly qualified journeyman, apprentices and/or other classified employees in a sufficient number, as determined by the Employer, necessary to properly execute the work contracted by the Employer in the manner and under the terms specified in this Agreement.

Section 12.7 If, upon request, the Union is unable within forty-eight (48) hours; Saturdays, Sundays and holidays excluded, to supply journeyman and apprentices, the Employer may secure journeyman from any other source, but shall arrange for a dispatch to be issued for such journeyman from the Union prior to the commencement of such employment, and such dispatch shall upon request be issued by the Union to the employee. Such employees must make application for membership with UA Local Union 393 as provided for in this Agreement.

Section 12.8 On residential work, the Employer will have the right to 100% name hire and the right to 100% recall of former employees.

ARTICLE XIII. OUT OF AREA CONTRACTOR REPRESENTATIVES

Section 13.1 Company Rep: Out of area Contractors (contractors who do not have a shop or place of business within Union's jurisdiction) may bring in a person to act as a company rep for each project within the jurisdiction of the Union. The contractor must, before commencing any work on the project, notify Union, in writing, of the name of the person who will be the company rep. This person must deposit a travel card and keep the

travel card dues requirements current as long as the travel card is on deposit with the Union.

Section 13.2 The Contractor may pay this person's fringe benefits to his/her home local union. This person's hourly cost package should be the higher of the Union or his/her home local union. If the Union's hourly cost package is higher than the person's home local union's hourly cost package, the difference between the total package and the home local union fringe benefits will be paid to the company rep as taxable wages. The Contractor shall supply the Union with copies of certified payroll records to include wages, fringes, travel subsistence as outlined above upon written request by the Union

ARTICLE XIV. FREEDOM OF MOVEMENT OF EMPLOYEES

Section 14.1 Other Employees: An Employer, whose place of business is located outside the jurisdiction of the Union, is free to bring in the first three (3) employees of any of the classifications provided for in this Agreement. All other persons employed must be hired from the Union's Hiring Hall. This would mean that on projects requiring only three (3) employees the Employer would have complete freedom of movement.

Section 14.2 The clear-in procedure shall be by fax or mail before the employee starts work. This means that no employee (except for the employee representing the Contractor who shall pay travel card dues as per the U.A. Constitution) is required to come to the Union Hall to clear-in and there will be no travel card dues charged. The Union shall be notified prior to a job starting, the approximate start date and the number of employees who will be brought in to do the work.

Section 14.3 All employees on freedom of movement, other than the company rep, will be, dispatched from the Union's Hiring Hall and all fringes and payroll deductions shall be reported on the transmittal forms of the Union.

Section 14.4 Reciprocity: Employees working on freedom of movement may have their pension and health and welfare benefits reciprocated to their home Local Union Trust Funds.

ARTICLE XV. FABRICATION

Section 15.1 "Fabrication" is defined to mean cutting and/or joining together by any means or method all kinds of pipe regardless of its composition and all hangers and supports applied thereto.

Section 15.2 Standard mill-run lengths of pipe are not fabricated material for the purpose of this Agreement. Custom lengths are fabricated material with the exception of pipe up to twelve inches (12") in length.

Section 15.3 All employees performing work covered in this Fabrication section shall be paid at a rate not less than the total cost package provided in this Agreement. At written request of the Local Union, the Contractor will supply Certified Payroll as proof of compliance of this provision. All fabrication must be performed either on the jobsite or in the contractors shop or yard within the geographical area of the jurisdiction of Local Union

393 or any other U.A. Local Union jurisdiction where the U.A. Local Union permits contractors located in the jurisdiction of Local Union 393 the right to fabricate for residential projects covered by their Agreement in a shop or yard located in Local 393's jurisdiction under the terms and conditions of this Agreement.

Section 15.4 If any fabricated item is ordered from a person other than a signatory Contractor, all of the terms and conditions of this ARTICLE shall apply. In the event there is a violation of the Fabrication clause, the contractor shall pay as damages an amount measured by the wages and fringe benefits lost by the worker or workers on the top of the Union's out of work list and payable as directed by the Joint Conference Board. The Union, shall not have the right to strike, picket or engage in other economic action to enforce this fabrication clause. It is understood and agreed that this provision shall be enforced only to the extent necessary to protect and preserve to the employees in the aforesaid multi-employer collective bargaining unit all of the work which has normally and traditionally been performed by them. It is further understood and agreed that enforcement of this provision shall not include any self-help on the part of the Local Union such as the removal of employees from the job. All enforcement will be under the grievance procedures of the collective bargaining agreement.

ARTICLE XVI. SUBCONTRACTING

Section 16.1 The Employer agrees that he/she will not subcontract or sublet out any work covered by this Agreement to be performed at the site of the construction, repair or alteration unless the Employer to who the work is subcontracted or sublet is signatory to U.A. Local Union No. 393.

ARTICLE XVII. SAFETY PROTECTION AND COMPENSATION

Section 17.1 The Contractor and Union recognize that the safeguarding of employees while at work is in the common best interest of the employees, the parties and all persons affected by the Agreement. The parties agree to cooperate in promoting an appreciation of this policy and an understanding of the means toward its accomplishment among management, supervision and the bargaining unit employees. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Contractor to provide a safe and healthful workplace and conditions of employment.

It is further recognized that the Union has certain rights of an advisory nature in matters of employee safety and health. Nothing in this Agreement will make the Union liable to the Contractor, to any employees or to any other persons in the event that death, injury or illness occurs.

The Contractor will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise in connection with any death, injury or illness which occurs on the job, or which arises out of employment covered by this Agreement.

Section 17.2 Any worker injured on the job to the extent of requiring a doctor's care, and which injury prevents said worker from working, shall be paid a full day's wages for date of injuries. A doctor's verification will be necessary to clarify the extent of disability.

ARTICLE XVIII. WORK RULES AND MISCELLANEOUS PROVISIONS

Section 18.1 The following working rules are applicable to all work covered by this Agreement:

(a) The selection of foreman shall be made from the journeyman employees as provided for in this Agreement and shall be the sole responsibility of the Employer. Management shall have the right of controlling its operations, introducing new or improved methods or facilities and changing methods or facilities.

(b) On a residential project when five (5) or more employees covered by this labor agreement are employed, one (1) journeyman shall be designated by the Employer as the foreperson and shall so act as the foreperson until said job has nine (9) employees, at which time an additional foreperson shall be appointed by the Employer.

No foreman shall have more than eight (8) employees provided for in this Agreement under his/her direction at any time. All forepersons may work with the tools of the trade in addition to supervising other employees.

(c) There shall be no limit on production by workers nor restrictions on the full use of tools or equipment. Craftspersons using tools shall perform any of the work of the trade. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

(d) Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer.

(1) Residential Plumbers may transport their personal tools in a private vehicle but are not required to transport or store any other tools and/or project materials.

(2) Residential Plumbers will be provided with personal hand tools by the Union Hall. See *Exhibit B - Personal Tool List*. Upon receipt of these tools, the Residential Plumber shall sign a Financial Obligation Form at the Union Hall where the cost of the tools will be deducted from their check at a rate of \$10.00 per pay period. Residential Plumbers must purchase their own locking Tool Box and lock.

(3) All tools and consumables not specified on the Personal Tool List will be provided by the contractor. Employees may only transport tools on the Personal Tool List in their personal vehicle. Any other tools will be transported in contractor vehicles. Personal tools as detailed on this list are the sole responsibility of the residential plumber and must be available every work day, replaced as needed and kept secure by the residential plumber.

(e) A steward shall be a working journeyman appointed by the Business Manager or Agent who shall, in addition to their work as a journeyman, be permitted to perform during work hours, Union duties as cannot be performed at any other time. The Union agrees that such duties shall be performed as expeditiously as possible, and the Contractors agree to allow the stewards a reasonable amount of time for performance of such duties. The Union shall notify the Contractors of the appointment of each steward in writing. The steward shall be the last man laid off or transferred. If transferred, the steward shall be the first man returned to the job. The steward shall be given the opportunity to work on any overtime provided said steward is competent and capable of such. If a contractor is not satisfied with the performance of a steward, the Contractor or Contractor's Representative shall go before the Joint Conference Board with the steward to discuss any dissatisfactions.

(f) There shall be no illegal strikes, work stoppages or lockouts.

(g) It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsman. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

(h) It is the responsibility of the Contractor and employee to see that Overtime Permits are obtained and posted for all programmed overtime work. INTENT: Means all programmed overtime work performed before and after the regular work day, Saturdays, Sundays and holidays.

The contractor must contact the Local Union and obtain permission for all overtime work and an Overtime Permit number. Overtime Permits on approved permit forms must contain the contractor's name, dates to be worked, the job name, the job address, the names of all employees working and an Overtime Permit number. Overtime Permit forms may be obtained from the UA Local Union 393 Office.

The Local Union Hall has the right to refuse Overtime Permits when ten percent (10%) of the membership is unemployed in the classification of work for which the Permit is requested, excepting jobbing and repair, industrial maintenance, commercial remodeling or any work that can only be done during overtime hours. Upon being found guilty of violating this section by the Joint Conference Board, the contractor may be liable for wages and fringe benefits to be paid to workers on the out of work list at the Joint Hiring Hall for all work performed without obtaining an Overtime Permit as required above.

(i) The Parties agree there shall be no travel pay within the geographical jurisdiction of Local Union 393.

(j) If the contractor requires the employee to travel outside of the jurisdiction of 393, the contractor will cover the cost of all bridge tolls.

Section 18.2 An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report.

Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

Section 18.3 An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this article, the employee must remain on the job available for work during the period of time for which he received 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 to 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.

Section 18.4 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases employees will be compensated only for the actual time worked, but not less than two (2) hours.

ARTICLE XIX. EMPLOYEE BENEFIT FUNDS

Section 19.1 The Employer shall comply with all terms and provisions of each trust agreement establishing the respective Employee Benefit Funds and shall comply with all uses and regulations promulgated by the trustees of the funds.

The Association and the Union and all other Employers covered by this Agreement agree to be bound by all of the terms of the trust agreements creating the Welfare Fund, the Pension Fund, Education Fund and any other jointly administered fringe benefit funds established pursuant to Section 302 of the Labor-Management Relations Act, as accordance with the trust agreements and regulations of the Trustees, provided that such trust agreements, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such trust agreements. The Employers and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 19.2 All payments provided in this Article shall be due and payable monthly on or before the fifteenth (15th) day and must be paid no later than the fifteenth (15th) day of each calendar month for all work performed in the preceding month. Administrators of the Trust Funds shall in each case provide each Contractor with a form of report to be filled out and mailed by the Contractor with its contribution to the place designated by the Administrators; such reports and contributions must be in the hands of the Administrators not later than the fifteenth (15) of the month or else the Contractor shall be deemed and

held to be delinquent in the monthly payments required by said Article. Reports and contributions deposited in the mail must be postmarked no later than the fifteenth (15th) day of the month or they shall be deemed and held to be delinquent. The Board of Trustees of the Welfare Plan and the Administrators of the Apprentice and Training Fund, Vacation Fund, Pension Fund, may provide for one report and one contribution monthly to cover the Welfare Plan and the Apprentice and Training Fund, Pension Fund, Vacation Fund, with proper allocations of the amounts received to each fund pursuant to this Article.

Section 19.3 In respect to all payments provided for in this Article, time is of the essence. The parties hereto recognize and acknowledge that the prompt payments of amounts due by Contractors are essential to the maintenance in effect of the various funds and plans involved, and that it would be extremely difficult if not impractical to fix the actual expense and damage to the parties hereto and to the Funds which would result from the failure of an Individual Contractor to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damages to each said Fund and to the parties hereto resulting from any such failure shall be by way of liquidated damages and not assessment of penalty, the sum of twenty dollars (\$20.00) for each such failure to pay in full within such time limits provided, or ten percent (10%) of the amounts due and unpaid, whichever is greater, which said amount or amounts of liquidated damages shall become due and payable to the Funds at their respective principal offices, upon the day immediately following the date on which the Contractor became delinquent and shall be added to and become a part of amount or amounts due and unpaid and the whole thereof shall bear interest at the rate of ten percent (10%) per annum until paid. The liquidated damages shall be increased to twenty percent (20%) of the principal amount due and owing in the event a principal amount is due and owing on the day a lawsuit for collection is filed in a state or federal court on an unfair labor practice charge is filed with the National Labor Relations Board. If any Individual Contractor defaults in the payment of any payments due the Fund, in addition to the amount due and the liquidated damages provided for, there shall be added to the obligation of the Individual Contractor who is in default all reasonable expenses incurred by the Fund in the collection of the same including but not limited to reasonable attorneys' and accountant fees, cost of attachment bond and court costs.

Section 19.4 In addition to the foregoing, each Individual Contractor shall post with the Union a bond to be issued by a qualified surety company doing business in the State of California, said bond to be based on the average number of employees for the past calendar year, (or to deposit an equivalent amount of cash in an escrow account in a bank to be designated by the Joint Conference Board) to secure the payment of the amounts required by this Article. New Contractors shall meet with the Union in regard to all work to be performed in regard to bonding.

UA Local Union 393 Employees	Bond Required
1 to 3	\$ 1,000
4 to 10	4,000
11 to 20	8,000
21 to 30	12,000
31 to 40	16,000
41 to 50	20,000
51 to 60	24,000

61 to 75	30,000
76 to 100	45,000
Over100	60,000

Section 19.5 The Union shall remove employees covered by this Agreement from employment with a delinquent Contractor providing advance notice of not less than twenty-four (24) hours is given of such action to the delinquent Contractor. Such removal of employees and cessation of work by employees for such delinquent Contractor shall continue until the Administrator of the Fund involved verifies that there is no money owing to the Fund by such Contractor.

Section 19.6 When workers are removed from a Contractor's shop or job because of delinquency in payment of fringe benefits or wages, the Contractor shall pay to all such removed workers sixteen (16) hours in addition to time worked on the date of removal, if any, at their regular rate of pay plus fringe contributions, in the same manner as if they were employed on the job. When the delinquent wages and/or fringe contributions are paid and the account is cleared in full, and the workers notified to return to work prior to said sixteen (16) hours, then, and then only, the Contractor shall be liable only for those hours the employees were off the job because of such violation of contract, and provided further, that if they are not available to return to work within two (2) hours of such notice, they shall receive pay for only two (2) hours after receipt of such notice by the Union.

Section 19.7 Workers removed from the job may accept a work order to a different Contractor and still be eligible to be transferred back to the Contractor from which they were removed providing delinquencies were corrected and the transfer effected within sixteen hours of the removal time and provided such workers shall not be reimbursed under this paragraph for the time they were paid while working for another Contractor.

Section 19.8 A Contractor may be absolved of any or all of the foregoing liabilities if it satisfies the Trustees that it failed to pay any contributions or to report because of honest mistake, clerical error, or other reasons satisfactory to the Joint Board of Trustees.

Section 19.9 There shall be proportionate representation on all Trusts and Committees, excluding Joint Conference Board, or any Contractor Group signatory to an Agreement with the Union.

ARTICLE XX. CONTRACT ADMINISTRATION FUND

Section 20.1 The individual Contractor shall contribute to the Contractor's Association Contract Administration Fund (hereafter called Contract Administration Fund) the sum set forth in Appendix A of this Agreement for each hour worked by each of its employees upon work covered by this Agreement.

Section 20.2 The purpose of the Contract Administration Fund is to pay a portion of the cost incurred by the Contractors in the administration and enforcement of this Agreement and the Trust Funds established hereunder. The Contract Administration Fund may also be used for other purposes related to this Collective Bargaining Agreement,

including, but not limited to Affirmative Action Programs, labor/management cooperation, education and research.

Section 20.3 No portion of the Contract Administration Fund may be used for lobbying or promoting legislation harmful to the Union, subsidizing Contractors during a strike, or any other action which would be averse to the interest of the Union. The negotiations of new Agreements to succeed this one, or of amendments to this Agreement shall not be deemed action adverse to the interest of the Union. Furthermore, action taken to administer, enforce or interpret this Agreement through the grievance procedure, arbitration or other proceedings shall not be deemed action adverse to the interest of the Union.

Section 20.4 The Contract Administration Fund shall be established by the Contractor's Association in such a manner and form as they may determine.

Section 20.5 All costs of establishing and maintaining the Contract Administration Fund, including attorney's fees, accounting fees, salaries of employees, or other costs, shall be borne out of the contributions to said Contract Administration Fund.

Section 20.6 Payments into the Contract Administration Fund for work performed in Santa Clara and San Benito Counties, shall be due and payable at such place, in such installments, and at such times as the Board of Trustees of the Contract Administration Fund or other administration body shall from time to time determine. Each payment or installment shall be accompanied by a report in such form as the Board of Trustees or other administrative body may from time to time specify.

Section 20.7 Any Contractor who is delinquent or in default in any of the payments provided for under Article XI shall have such delinquencies immediately reported to the Joint Conference Board.

Section 20.8 If any individual Contractor is delinquent or defaults in the making of such payments and if the Board of Trustees of other administrative body consults or causes to be consulted legal counsel with respect hereto, there shall be added to the obligation of the individual Contractor who is in default all reasonable expenses incurred by the Contract Administration Fund and Employer Trust Fund in the collection of the same, including but not limited to reasonable attorney's fees, court cost, and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

ARTICLE XXI. GRIEVANCE AND ARBITRATION PROCEDURE

Section 21.1 It is the intention of the parties to this Agreement to settle problems that may arise on a local level; however, in order to provide a means for uniform interpretation and application of this Agreement in respect to any provisions upon which the parties may disagree, the parties hereto shall proceed to set up a Joint Conference Board consisting of an equal number of representatives from the Union and from the Contractor Association. Up to five (5) members shall be selected by the Union and up to five (5) members shall be selected by the Contractor Association.

Section 21.2 The Joint Conference Board shall meet once every quarter and upon call of the Chairman or Vice Chairman as necessary, and shall agree upon and determine the time and place of meetings, the rules and procedure, shall elect a Chairman, a Vice-Chairman and a Secretary from its membership, and shall determine all other details necessary to promote and carry off the business for which it is appointed. Two (2) members appointed by the Contractor Association, and two (2) appointed by the Union shall constitute a quorum for the transaction of the business of the Board; the number of votes allowed to each side, however shall in no event exceed the lesser number of Union or Contractor members present, as the case may be.

Section 21.3 Whenever any such disagreement or dispute exists between the Union and any Contractor subject to this Agreement, either of said parties may refer the same to the Joint Conference Board for determination. Such reference shall be in writing, signed by the party or its agent making the reference and shall be addressed and sent to the Secretary of the Board, and a copy thereof served upon the other party, and shall state the referring party's understanding of the same. The other party, not later than ten (10) days after receipt of said service may but need not send to the Board Secretary and serve copy on the referring party, its own understanding of the dispute or disagreement.

Section 21.4 Upon such referral of such said matter, the Joint Conference Board shall take jurisdiction of the same and proceed to a determination of the said dispute or disagreement. Its decision shall be final and binding on both parties.

Section 21.5 If the Joint Conference Board, after meeting, cannot or does not agree on a decision on any such matters within ten (10) days after so referred to it by the referring party, it shall choose an impartial person who shall act as an arbitrator to decide the matter. The arbitrator's decision shall be final and binding on all parties hereto. Any expense of employing such impartial person and/or reporter and transcript for the arbitration shall be borne equally by the parties.

Section 21.6 If the Joint Conference Board cannot or does not agree on the arbitrator within ten (10) days after it has lost jurisdiction to decide the matter referred to it, the referring party may request by proper legal proceedings any competent court to appoint the arbitrator.

Section 21.7 Once such dispute or disagreement is legally and properly referred to the Joint Conference Board, the parties shall not use or invoke any means of enforcement of their respective positions except as herein above in this ARTICLE provided through the Joint Conference Board and the arbitration.

Section 21.8 Additionally to the foregoing function of the Joint Conference Board, it may upon concurrence of the majority of the Contractor members and a majority of the Union members of the Board, function in respect to the following:

(a) To establish the general recognition and enforcement of the wages, hours, and working conditions of this Agreement.

(b) To hear and adjust disputes or differences that may arise in the enforcement of this Agreement.

(c) To promote the mutual interest of the parties to this Agreement. Time limits above set forth in this ARTICLE may by mutual agreement of the specific parties involved and of the Joint Conference Board be extended or modified.

(d) Pending the decision upon any dispute or grievance, work shall be continued in accordance with the provisions of this Agreement with the understanding that the contractor signatory to this Agreement shall make the assignment of the work to the Plumbers and Steamfitters Local No. 393 pending the resolution of the dispute, provided the Contractor has the legal right to make the assignment.

Section 21.9 No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the Contractor and the Union within ten (10) working days after the alleged violation was committed unless a different time period is specified in this Agreement for the particular grievance involved.

ARTICLE XXII. OTHER AGREEMENTS

Section 22.1 No Contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing persons represented by the Union performing the same work in the jurisdiction of Local Union 393, except as provided in this Agreement.

Section 22.2 Where the United Association makes an agreement with a National Contractor which is applied on a particular job, no signatory Contractor on that job shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to the National Contractor; but the terms and conditions of the National Agreement shall not apply elsewhere in this jurisdiction.

Section 22.3 When a project to be constructed in the area covered by this Agreement presents a unique problem of manning, hours worked, or effective competition, the Individual Employer may through his representative association petition the Union for Special Project Agreement consideration.

Section 22.4 The provisions of any special agreement provided for in this Agreement shall not apply to other work performed under this Agreement or Local 393's Master Labor Agreement.

Section 22.5 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 and make such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers. The terms and conditions of the Union's Master Labor Agreement shall apply to all covered work performed by the contractor except as such terms and conditions are modified in this Agreement.

ARTICLE XXIII. GENERAL SAVINGS CLAUSE

Section 23.1 Should any of the foregoing articles or paragraphs be found to be in violation of any Federal, State, County or Municipal Law, such changes as are necessary will be made to conform to such applicable law by mutual consent of the parties hereto. Any such violation and/or consequent modification shall not invalidate the other parts of this Agreement.

ARTICLE XXIV. SUCCESSORS

Section 24.1 This Agreement shall be binding upon the Primary Employer and the successors, assigns or transferees, whether such succession, assignment, or transfer is by operation of law or otherwise, of all or part of the Primary Employer's interests in any covered work.

Section 24.2 No provision, terms, or obligations contained herein shall be affected, modified, altered or changed in any respect whatsoever by any consolidation, merger, sale or other transfer or assignment involving any party, or be affected, modified, altered or changed in any part of the property on which any covered work is to be constructed.

Section 24.3 The Primary Employer agrees to secure as a condition of any sale, conveyance, consolidation, merger or other transfer or assignment of all or part of its business or interest in any covered work or in all or part of its business or interest in any covered work or in all or part of the property on which covered work is to be constructed, the written agreement of any such party that the terms of this Agreement shall continue in effect and bind said party. Such agreement shall be evidenced by execution of an Agreement to be bound. Provided that the Employer secures such written agreement by its successor or transferee, the Employer shall not be liable for any breach by said successor, assignee, or transferee of its obligations, and the Unions will look exclusively to the successor, assignee, or transferee for compliance with the terms of this Agreement.

ARTICLE XXV. DURATION. TERMINATION AND RENEWAL OF AGREEMENT


Section 25.1 This agreement supercedes all previous agreements between the parties hereto for residential plumbing and shall be effective from September 1, 2005. This Agreement, which is in force and effective until December 31, 2021 shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days, but not more than ninety (90) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement. In the event that such notice is given by the Union, the same shall also constitute the sixty (60) days strike notice required by the Taft- Hartley Act.

Section 25.2 This Agreement shall be opened for allocation of wage and/or benefit increases for residential journeymen and residential apprentices on September 1st each year for the duration of this agreement as provided in § 11.1. The wages and benefits for


Building Trades Journeymen and Building Trades Apprentices shall be as established and provided for in Local 393's Master Labor Agreement

Section 25.3 If a timely written notice has been served by either party in accordance with Section 25.1 and local procedures to resolve disputes over wages, hours and working conditions have failed a settlement, the Union and the Association may voluntarily and mutually agree to submit (at least thirty (30) days prior to the expiration of contract) the dispute to the Federal Mediation & Conciliation Service (FMCS). Where the Union and the Association have submitted and the FMCS has accepted the dispute, the decision of the FMCS shall be final and binding on the Union and the Association. Pending the FMCS's final decision, all terms and conditions of this Agreement shall continue in full force and effect, pending final decision by the FMCS.

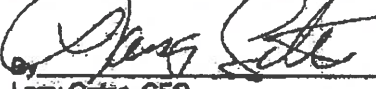
UA Local Union 393

By 
Steve Flores, Business Manager
Date 11-9-18


Northern California Mechanical Contractors Association

By 
Alex Hill, Executive Vice President
Date 11/8/18


Santa Clara Valley Contractors Association

By 
Larry Gates, CEO
Date 11/8/18

Greater Bay Area Association of Plumbing And Mechanical Contractors

By 
Tim Whalen, President
Date 11-8-18

Industrial Contractors - ICMC, INC.

By 
Mike Vining, Chairman
Date 11/12/2018

**U.A. LOCAL 393 RESIDENTIAL
MARKET RECOVERY
LABOR AGREEMENT**

Signed and subscribed to this _____ day of _____ 20_____

Name of Company or Association

Street Address City State Zip Code

Telephone Number Facsimile Number

By _____
Signature

Printed Name and Title _____

Plumbers, Steamfitters and Refrigeration Fitters, Local Union 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO

By _____

Steve Flores, Business Manager

Memorandum of Understanding

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on January 29, 2019, by and between U.A. Local Union 393, and the Contractors Association

Residential Market Recovery Labor Agreement Article X Classifications of Employees Section 10.6

Paragraph (c) Provisional Residential Plumbers shall remain in Period (1-8) for no longer than six (6) month when reasonably continuous employment is sustained in that Period and their educational requirements to advance to the next level have been completed.

Provisional Residential Plumbers shall be required to satisfactorily complete assigned Levels of training that include a combination of on-the-job experience and related classroom instruction. Each Level will be made up of **Educational Requirements** as outlined below, Level 1 through 8, in conjunction with **reasonable continuous employment** of no longer, than six (6) months per Level.

Reasonable continuous employment - 500 hours (six-month period)

Educational Requirements – Prerequisites OSHA 10 & Union Heritage, followed by sequential completion of the course list below. The courses will be administered by the Lloyd E Williams Pipe Trades Training Center (PTTC). No individual may proceed to the subsequent Level unless they have attended the assigned classes and satisfactorily completed the coursework. Upon completion the individual will receive a Residential Plumber Certificate of Achievement (**RPCA**)

Prerequisite Courses (Required for Advancement)

Level 1

Introduction to Residential Plumbing: OSHA 10/RPCA & Union Heritage

Core Courses

Level 2

Mathematics for Residential Plumbers

Level 3

Residential Plumbing Systems: Drainage, Water & Gas Installation Techniques

Level 4

Residential Plumbing Code

Level 5

Waste, Water & Gas Systems Design and Sizing

Level 6

Residential Blueprint Reading & Drawing

Level 7

Residential Plumbing Fixture & Layout

Level 8

Backflow Prevention

Certificate Requirements

Certificate of Achievement in Residential Plumbing

Minimum 500 hours (reasonable continuous employment) required in six months of on the job training before next level period increase.

The certificate of achievement will be awarded upon completion of core courses.

**UA Local 393 Supplemental Unemployment Plan
Formal Plan Rules
(As revised January 1, 2015)**

AMENDMENT 2

Pursuant to the authority set forth in Section 7 of the UA Local 393 Supplemental Unemployment Plan Formal Plan Rules, effective on the executed date of signature below, the Trustees hereby amend Section 3 of the Formal Plan Rules by adding a new paragraph to Section 3(a) (3)

Notwithstanding the foregoing if an Employee working as a residential plumber for an Employer signatory to a UA Local 393 Collective Bargaining Agreement becomes unemployed and has provided proof of his or her State Unemployment Insurance Benefits he or she may receive up to twelve (12) weeks of supplemental unemployment benefits in the amount of \$100 per week even if he or she has not established his or her initial eligibility, so long as he or she remains unemployed and registered on the UA Local 393's Building Trades Joint Hiring Hall out-of-work list, in accordance with Section 3(a) (2) above. Notwithstanding Section 4, a residential plumber satisfying these conditions shall receive a weekly benefit amount of only \$100 per week for up to 12 weeks.

Executed on _____, 2015 at San Jose, California

EMPLOYER TRUSTEES

UNION TRUSTEES

Amendment 2



**Plumbers, Steamfitters, Pipefitters and HVAC/R Service Technicians
 UA Local Union 393**

Residential Journeyman, Foreman & Apprentice
 Straight Time Wage & Fringe Rates
 Effective January 1, 2021 to December 31, 2021

Journeyman:

Base Rate	\$ 35.92
Employee Savings Deduction (ESD)	1.00
Market Recovery	0.30
Dues Check-Off	0.43
Total Hourly Wage:	\$ 37.65

Fringes:

Health & Welfare	\$ 8.85
Pension	0.00
Training (UA \$0.05 / Local 393 \$0.15)	0.20
Contract Administration	0.30
Total Hourly Fringes:	\$ 9.35

Total Package: \$ 47.00

Foreman:

Base Rate	\$ 40.63
Employee Savings Deduction (ESD)	1.00
Market Recovery	0.30
Dues Check-Off	0.43
Total Hourly Wage:	\$ 42.36

Fringes:

Health & Welfare	\$ 8.85
Pension	0.00
Training (UA \$0.05 / Local 393 \$0.15)	0.20
Contract Administration	0.30
Total Hourly Fringes:	\$ 9.35

Total Package: \$ 51.71

Residential Apprentices Periods 1-8

Period	Base Rate	Dues Check-Off	ESD	Market Recovery	H&W	Pension	Training	Contract Admin	Total Package
1 st	\$18.89	\$0.21	0.00	\$0.10	\$8.85	0.00	\$0.20	\$0.30	\$28.55
2 nd	21.15	0.21	0.00	0.10	8.85	0.00	0.20	0.30	\$30.81
3 rd	25.29	0.21	0.00	0.10	8.85	0.00	0.20	0.30	\$34.95
4 th	29.43	0.21	0.00	0.10	8.85	0.00	0.20	0.30	\$39.09
5 th	30.12	0.31	1.00	0.20	8.85	0.00	0.20	0.30	\$40.98
6 th	30.87	0.31	1.00	0.20	8.85	0.00	0.20	0.30	\$41.73
7 th	32.00	0.31	1.00	0.20	8.85	0.00	0.20	0.30	\$42.86
8 th	33.13	0.31	1.00	0.20	8.85	0.00	0.20	0.30	\$43.99



Plumbers, Steamfitters, Pipefitters and HVAC/R Service Technicians
UA Local Union 393
 Provisional Residential Journeyman & Foreman
 Straight Time Wage & Fringe Rates
 Effective January 1, 2021 to December 31, 2021

Journeyman:

Base Rate	\$ 35.92
Employee Savings Deduction (ESD)	1.00
Market Recovery	0.30
Dues Check-Off	0.43
Total Hourly Wage:	\$ 37.65

Fringes:

Health & Welfare	\$ 8.85
Pension	0.00
Training (UA \$0.05 / Local 393 \$0.15)	0.20
Contract Administration	0.30
Total Hourly Fringes:	\$ 9.35

Total Package: \$ 47.00

Foreman:

Base Rate	\$ 40.63
Employee Savings Deduction (ESD)	1.00
Market Recovery	0.30
Dues Check-Off	0.43
Total Hourly Wage:	\$ 42.36

Fringes:

Health & Welfare	\$ 8.85
Pension	0.00
Training (UA \$0.05 / Local 393 \$0.15)	0.20
Contract Administration	0.30
Total Hourly Fringes:	\$ 9.35

Total Package: \$ 51.71

Provisional Residential Periods 1-8

Period	Base Rate	Dues Check-Off	ESD	Market Recovery	H&W	Pension	Training	Contract Admin	Total Package
1 st	\$18.89	\$0.21	0.00	\$0.10	\$8.85	0.00	\$0.20	\$0.30	\$28.55
2 nd	21.15	0.21	0.00	0.10	8.85	0.00	0.20	0.30	\$30.81
3 rd	25.29	0.21	0.00	0.10	8.85	0.00	0.20	0.30	\$34.95
4 th	29.43	0.21	0.00	0.10	8.85	0.00	0.20	0.30	\$39.09
5 th	30.12	0.31	1.00	0.20	8.85	0.00	0.20	0.30	\$40.98
6 th	30.87	0.31	1.00	0.20	8.85	0.00	0.20	0.30	\$41.73
7 th	32.00	0.31	1.00	0.20	8.85	0.00	0.20	0.30	\$42.86
8 th	33.13	0.31	1.00	0.20	8.85	0.00	0.20	0.30	\$43.99

Plumbers, Steamfitters, Pipefitters & HVAC/R Service Technicians UA Local Union 393
Residential Holiday Calendar
January 1, 2021 to December 31, 2021



 Residential Holiday (Paid @ X's 2)

January						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



Exhibit B - Personal Tool List for Residential Plumbers

- 1) 22 oz Claw Hammer Eastwing (Milled Face)**
- 2) 12" Bear Claw Nail Puller**
- 3) 6 in 1 Screwdriver**
- 4) 12" adjustable Wrench**
- 5) 10" adjustable Wrench**
- 6) 8" adjustable Wrench**
- 7) 8" Lineman Pliers**
- 8) 430 Channel lock Groove Pliers**
- 9) 440 Channel lock Groove Pliers**
- 10) 9" Magnetic Torpedo Level**
- 11) Retractable Blade Utility Knife**
- 12) Aviation Snips (Straight Cut)**
- 13) Mini Hacksaw (Tiny Tim)**
- 14) 5/16" Torque Wrench**
- 15) 3/8" Torque Wrench**
- 16) Rigid (#15) Tubing Cutter & Thumb Cutter (#101)**
- 17) Rigid (#20) Tubing Cutter**
- 18) Shurlite Triple Flint Stryker**
- 19) 1 1/2" Wood Chisel**
- 20) Stanley Fat Max 25' Tape Measure**
- 21) Rigid 12" Pipe Wrench**
- 22) Rigid 14" Pipe Wrench**
- 23) Adjustable Basin wrench**
- 24) Tub Tool**
- 25) PVC Cutter**
- 26) 2" ABS Cutter**
- 27) Flashlight**

