SPRINKLER FITTERS U.A. LOCAL 483

2014-2018 COLLECTIVE BARGAINING AGREEMENT

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AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
AND
SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 483, SAN FRANCISCO, CALIFORNIA, OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

ARTICLE 1

This Agreement made this 10th day of July 2014, and effective August 1, 2014, by and between National Fire Sprinkler Association, Inc., New York (hereinafter referred to as the Association) and Sprinkler Fitters and Apprentices Local Union No. 483, (hereinafter referred to as the Union).

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, commitments, representations and undertakings. No change, modification, amendment, variation or waiver of any of the terms and conditions of this Agreement shall be valid unless executed, or consented to, in writing by a duly authorized representative of the Association and a duly authorized representative of the local union. During the term of this Agreement, contractor members of the Association, individually or collectively, shall not have any authority to make any other agreements, verbal or written, with any agents or representatives of the local union, which would change, modify, amend, vary or waive any of the terms and conditions of this Agreement.

ARTICLE 2

This Agreement is entered into in good faith and the subscribers hereto declare their entire willingness to fulfill all requirements contained herein, their acts being done with the full knowledge, consent and authority of the Union and the Association. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between employer and employee.

In order to minimize the occurrence of loss of wages or fringe benefits due employees represented by the Union it is agreed that any individual, partnership or corporation desiring to become a party to this agreement must meet each of the following conditions:

Owners, partners, or officers of a corporation, if they perform any of the work described in this Agreement, shall work within the framework of this agreement.

Each owner, partnership or corporation shall have and maintain the necessary workers compensation and State Disability Insurance as required by law and shall furnish to the Local Union a current certificate of said insurance.

FAVORED NATIONS CLAUSE: It is agreed that the National Fire Sprinkler Association, on behalf of its contractor members and other contractors who have assigned their bargaining rights, shall have the right to automatically incorporate into this Agreement any terms and conditions negotiated by any other employer or employer group with Local 483 that is more favorable to employers than what was negotiated by the Association. The provisions of this paragraph will not be construed to prohibit Project Agreements or to prevent certain temporary concessions to this Agreement used in organizing efforts.

Any special terms, conditions or amendments provided for a specific marketing need as agreed by the parties may be implemented in accordance with established procedures negotiated between the N.F.S.A. and the Union. To the extent feasible within time constraints, such terms, conditions or amendments shall be made available to all signatory Employers with an interest or involvement in the specific job in question as defined above. In no event shall terms, conditions or amendments, referred to herein, constitute an action subject to or involving the Favored Nations Clause in the Agreement.

ARTICLE 3 - TERRITORY

The territory embraced in this Agreement shall include only the counties of San Francisco, Marin, Solano, Sonoma, Contra Costa, Alameda, San Mateo, Santa Clara and Napa.

ARTICLE 4 – UNION SECURITY

All present employees covered by this Agreement, shall, as a condition of employment, (and to the extent and in the manner as provided for and permitted by State and Federal Laws) become members of Local Union 483, eight (8) days following August 1, 2014.

All new employees shall as a condition of employment, become members of Local 483 at the end of eight (8) days employment (to the extent and in the manner as provided for and permitted by State and Federal Laws). A person not a member of Local Union 483 shall be acceptable for employment as a journeyman when he/she:

1. Has produced for the employer a sworn affidavit of five (5) years experience in the sprinkler industry as an apprentice and/or journeymen on the letterhead of his previous employer or employers. The five (5) year period conforms to the period of apprentice training as set forth in the Apprenticeship Standards of the Sprinkler Industry.

2. Passes a satisfactory examination as to his/her skill and ability as a building and construction trades journeyman, conducted by the Examining Committee of Sprinkler Fitters Local 483.

3. Has met the requirements of the Constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada for membership.

The National Fire Sprinkler Association, Inc. for and on behalf of its contractor members that have given written authorization, and all other employing contractors becoming signatory hereto, on the basis of objective and reliable information, recognize Local 483 as the sole and exclusive bargaining representative for all journeymen sprinkler fitters and apprentices in the employ of said Employers, who are engaged in all work as described in Article 13 of this Agreement, within the territorial jurisdiction of Local 483, with respect to wages, hours and other conditions of employment, pursuant to Section 9 (a) of the National Labor Relations Act.

ARTICLE 5 - WAGES

Effective August 4, 2014 the rate of wages to be paid under this Agreement for Journeymen shall be Fifty-Six Dollars and Seventeen Cents ($56.17) per hour.

Effective August 3, 2015, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Two Dollars ($2.00) per hour.

Effective August 1, 2016, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Three Dollars ($3.00) per hour.

Effective July 31, 2017, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Three Dollars and Seventy-Five Cents ($3.75) per hour.

The work week shall end on Friday and the men shall be paid on or before the following Thursday. An employee shall be paid by the end of the work shift, or by 5:00 p.m., if being paid by mail. If the employee does not receive his pay-check by 5:00 p.m. Thursday, he shall notify his employer and the Local Union. Any employee, who does not receive his pay at the time set forth above, shall be entitled to four (4) hours additional pay. It is further understood that an additional four (4) hours pay will be paid to the employee for each day (24 hour period) until he receives his pay check provided the employee has notified his employer and the local union that he did not receive his pay check. There shall be no penalty pay for late checks due to the post office services provided the check was mailed in sufficient time to arrive within the time limits of this Article. A bad check or post dated check will be considered as non-payment.

The Union may require any employer to pay by certified or cashiers check if they have issued a pay-check that is returned to employees for "non-sufficient funds". Bank charges to process checks returned for "non-sufficient funds" shall be paid by the Employer. Employees shall be paid in full at the time they are laid-off. There shall be a letter faxed/sent to Local 483 within 72 hours for any Journeyman or Apprentice terminated for cause, outlining the date and cause for such termination. Absent such letter within the 72 hour timeframe, the discharge shall be recorded as a lay-off. Any member terminated for cause shall be paid in full within 72 hours. Any member who is not paid in full within 72 hours shall be eligible for penalty pay as allowed for in this article.

ARTICLE 6 - TRAVEL

When an employee is required to move during the day from one job to another in a non-company vehicle within the jurisdiction of Local Union No. 483, he shall receive the current applicable IRS mileage amount per mile for mileage between jobs one way.

No employee covered by this Agreement shall use his/her personal vehicle to transport the employer's tools or material.

ARTICLE 7 – HOURS OF LABOR

Eight (8) consecutive hours with one-half (1/2) hour for lunch to be taken midshift between 5:00 a.m. and 5:00 p.m. Monday through Friday shall constitute a regular day's work. Employees shall be entitled to such rest periods as required by law.

All men shall be on the job ready to work with clothes changed at starting time and shall leave the job with clothes changed at quitting time.

Any employee who leaves the job before quitting time of his own volition shall be paid the actual hours he worked. Working hours may be changed by mutual agreement between the contractor and the Union. A copy of such agreement must be sent by the Union to the National Fire Sprinkler Association, Inc. within five (5) days of the Agreement.

Any workman after being hired or reporting for work at the regular time and for whom no work is provided shall receive pay for four (4) hours at the prevailing rate of wage unless he has been notified before leaving home not to report.

An exception shall be made when strike conditions or any stoppage of work occurs or any workman leaves his work of his own accord.

Any employee, who is not notified and shows up for work and is unable to work due to inclement weather, shall contact the Employer for re-assignment. If no work is available the employee shall be paid two (2) hours at the appropriate wage rate.

Any employee injured on the job to the extent of requiring a doctor's care and such injury prevents him from returning to work, the employee shall be paid a full days' wages for the day of the injury.

OVERTIME: Work performed in excess of eight (8) hours of the regular work day or work performed before or after the established starting or quitting time and over forty (40) hours during the regular work week shall be at time and one half the appropriate hourly wage rate. All work performed on Sundays and holidays shall be at double the appropriate hourly wage rate.

SHIFT WORK: Shift work may be performed at the option of the Employer. However, when shift work is performed it must continue for a period of not less than five (5) consecutive work days. Eight (8) hours shall constitute a shift. The day shift shall work a regular eight (8) hour shift as outlined above. The hourly rate for men on the second and third shifts shall be fifteen percent (15%) above the basic hourly rate. Any time worked in addition to the standard eight (8) hour shift shall be paid at time and a half (1½) of the Shift Rate. Each shift shall run concurrent to the previous shift.

It is further agreed that when shifts are worked, a minimum of two (2) Employees covered by this Collective Bargaining Agreement, shall work on each shift. All shifts shall provide for a half-hour lunch period in addition to hours worked.

OFF-HOURS: On all buildings that are occupied and the hours are not under the control of the Contractor, and the hours do not fall into the category of the regular work day, or the shift clause cannot apply, the Contractor may bid the "Off Hours" at straight time plus 15%. Any time worked in addition to eight (8) hours the Off Hours Shift shall be paid at time and one half (1 ½) of the Off Hours Rate. This paragraph shall not apply to new construction, emergency work, or if there are other Building Trades personnel on the same job prior to the off hours.

It is understood that prior to the initiation of the "Off Hours" shift, the owner of such building (or owner's representative) shall provide a written confirmation as to the owner's necessity that the work in the above paragraph be done during the "Off Hours" period.

When off hours work is performed, it must continue for a period of not less than five (5) consecutive days.

ARTICLE 8 – HOLIDAYS/DESIGNATED OFF DAYS

The following days shall be considered Holidays: New Year's Day, Martin Luther King Jr. Day, Washington's Birthday, Decoration Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day and New Years Eve.

If the Holiday falls on Sunday, the Monday following the holiday shall be considered the Holiday. If the Holiday falls on Saturday, the Friday preceding the Holiday shall be considered the Holiday.

Employees will work according to the calendar established for the 46 Counties of Carpenters for the safety of all employees covered by this Agreement. Four (4) days per year will be selected by the Union as designated days off as set forth below:

2014: February 13, May 22, July 6, September 4
2015: February 12, May 27, July 1, September 2
2016: February 17, May 26, July 3, September 1
2017: January 12, February 16, May 25, August 31

Designated day off, if worked, shall be paid at the overtime rate as designated for Saturdays.

ARTICLE 9 – PRODUCTION OF LABOR

It is agreed that a fair day's work will be performed at all times and that the highest possible standard of work shall be maintained. There shall be no limitation of the amount of work to be performed.

No Fitter or Apprentice working for an employer shall work overtime for another employer during any Twenty-four (24) hour period.

There shall be no restriction as to the use of machinery and tools.

There shall be no restriction as to the use of materials.

There shall be no restriction as to the manner in which work shall be done.

The employer and employee shall comply with all Federal and State safety laws.

Employers are at liberty to discharge whomever they desire for just cause, but when employees are discharged, they shall be paid in full. Quality work shall be performed at all times by all employees covered by this Agreement.

CONTINUING EDUCATION:

Effective January 2015 all Journey Level members will be required to attend a minimum of four (4) hours, annually, of Continuing Education or any amount greater as required by any State Law, Statute and/or regulation.

Local 483 will maintain the appropriate records for "A" list members certifications and attendance at continuing education classes.

MEMBER AND LOCAL UNION RESPONSIBILITIES:

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

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled crafts workers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer

- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA crafts workers are the most highly trained and sought after workers
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the **UA Standard for Excellence**.

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

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

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

MEMBER AND LOCAL UNION RESPONSIBILITIES:

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

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.
- A course of action shall be established to allow the job Steward and/or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the **UA Standard for Excellence** platform and make a decision regarding his further employment.

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

- In the event an issue is irresolvable at this level, the Local or the Contractor may call for contractually established Labor Management meeting to resolve the issues.

- Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
- The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the **UA Standard for Excellence** policy.

ARTICLE 10 – MATERIALS AND FABRICATION

The union shall accept materials as delivered by and for the employer and the handling of materials shall be performed by employees covered by this Collective Bargaining Agreement. It is understood and agreed that the Association shall have the right to make on one screwed fitting on threaded pipe in the factory for shipment to any job within the territory of the Local Union and that the employees covered by this Agreement shall accept this material without objection or interruption.

The foregoing, however, shall not apply to spool pieces, feed main nipples and pipe and fittings that must be hot dipped.

All work required for the assembling and fabrication of welded pipe formations shall be performed either on the job site or off the job site by Local Union 483 journeymen and apprentices receiving the rates in this Agreement.

At the option of the employer the welding work described above may be placed in a pipe fabrication shop signatory to the National Fabrication Agreement and the Union Label Agreement.

All brazing and soldering of copper pipe done in the sprinkler industry shall be fabricated and assembled by journeymen or apprentices on the job site.

The drilling of holes in pipe for mechanical fittings may be performed in the factory. The attachment of these mechanical fittings to said pipe shall be performed in the field by employees covered by this Agreement.

ARTICLE 11 - TOOLS

The Employers agree to furnish to all members all tools and equipment as determined by the Employer, necessary to make a complete sprinkler piping installation. The first employer of an apprentice shall supply a set of personal hand tools to that apprentice. Hand tools are defined as Level, Channel Locks, Tape, Keel, Hammer, up to 14 inch Pipe Wrench, Hacksaw, ½ inch Drive Socket Set and up to 10 inch Crescent Wrench. No Journeyman or Apprentice shall be required to deposit any money to guarantee the safety of any tool kit or be liable for any tools lost, stolen or damaged. Journeymen and Apprentices will to the extent possible, protect the Employers' tools from theft or damage.

This Article is interpreted to mean that the first employer of an Apprentice will provide a set of personal hand tools to the Apprentice. Those tools will become the property of the Apprentice and will be replaced and/or supplemented as needed by the Employer or any subsequent Employer. In the event of an early termination from the Apprenticeship Program of an Apprentice, the Union and the Employer will work together to retrieve the tools from the Apprentice and such tools will become the property of the Employer.

ARTICLE 12 – SUBCONTRACTING

No journeyman or apprentice covered by this agreement will be permitted to subcontract or lump the installation of any sprinkler work, or any other work covered by the terms of this Agreement, or to work on any job where subcontracting is practiced.

No Employer shall sub-contract work to any Employee or arrange with any Employee to do work on a contract basis or any basis other than as provided in this Agreement.

ARTICLE 13 – COMPANY VEHICLES

No employee shall bear the cost of fuel or maintenance for any company vehicle or equipment.

All trucks of Employers shall bear a sign identifying the Employer. This lettering shall be a minimum 3" in height.

Any employee required to pay to park a company vehicle shall be reimbursed after providing a receipt. Any employee required to pay a road or bridge toll to get to a job site or to the contractors office/shop while driving a company vehicle shall be reimbursed for such toll after providing a receipt.

ARTICLE 14 - MANPOWER

The Employer shall determine the number of men for each job, in accordance with State and Federal safety regulations. All equipment and tools shall be furnished. One fitter may be sent to do small jobs, service type work, and/or repair jobs.

Employers employing apprentices under the terms and conditions of this agreement shall be allowed one apprentice to each Local 483 journeyman on a company basis, regardless of unemployment of journeymen in the area.

The ratio of Journeymen to Apprentices on a job site shall as follows:
Maximum of three (3) Apprentices to one Local 483 Journeyman. A maximum of two (2) of the three (3) Apprentices allowed may be under the Level of Sixth (6th) period.

ARTICLE 15 - APPRENTICESHIP

The Union and the Association mutually agree that an Apprenticeship System has been established and that the wages, hours and working conditions of the Apprentices shall be as covered by the Apprenticeship Standards.

The rate of wage to be paid apprentices indentured on and after August 1, 2014 shall be the following percentage of the journeyman's wage rate:

Class 1 - 40%	Class 6 - 60%
Class 2 - 42.5%	Class 7 - 65%
Class 3 - 45%	Class 8 - 70%
Class 4 - 50%	Class 9 - 80%
Class 5 - 55%	Class 10 - 90%

The Union agrees to have a minimum of one hundred fifty (150) indentured apprentices in the Program for the life of this Agreement.

In order to carry out the functions of the Apprentice Program, each contractor who is a party to this Agreement shall pay to the "National Automatic Sprinkler Industry Training Fund, One Dollar ($1.00) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement effective August 1, 2014.

Contractors, not represented by the Association, who strike Article 24 from their Agreement will be required to pay an additional Forty-One Cents ($0.41) per hour to the National Automatic Sprinkler Industry Training Fund for all hours worked by all employees covered by this Collective Bargaining Agreement effective August 1, 2014.

It shall be the duty of the Trustees of this Fund to collect contributions from the employers who are a party to this Agreement and to disburse from this Fund monies, less the expenses of collection and administration, for expenses incurred by the Joint Apprentice Committee in the territory embraced by this Agreement in carrying out the functions of the Apprentice Program.

In consideration of benefits to be derived, the Union and Employers, party to this Agreement, do hereby join in and subscribe to the Declaration of Trust dated as of May 23, 1966, of the "National Automatic Sprinkler Apprentice Fund of New York" and agree to be bound by Amendments thereto and the employers to the Agreement agree to make contributions as set forth in the Agreement to the Trustees, and further, the parties to this Agreement authorize the parties of the "National Automatic Sprinkler Apprentice Fund of New York" to name Trustees and successor Trustees, hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the undersigned.

Employers employing apprentices under the terms and conditions of this agreement shall be allowed one (1) apprentice for each Local 483 Journeyman on a company wide basis, regardless of unemployment of Journeymen in the area.

All signators to this Agreement must comply with regulations and required reports as established by the Joint Apprentice Committee.

United Association International Training Fund: In order to carry out the functions of the International Training Fund, each contractor who is party to this Agreement shall forward to the NASI Fund Office Ten Cents ($0.10) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective August 1, 2014. NASI will forward these contributions to the United Association International Training Fund.

ARTICLE 16 – JURISDICTION OF WORK

The work of the Sprinkler Fitter and/or Apprentice shall consist of the installation, alterations, maintenance and repairs of all fire protection and fire control systems including the unloading, handling by hand or with power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems, including common risers which feed both hose cabinets and sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tank, pumps connected thereto, CO2 and dry chemical for fire protection and halon, and all work associated with Mist Systems, all Clean Agent Systems, all Early Detection Systems and/or Air Sampling Systems It is agreed and understood that the above is to apply to piping of such applicable systems only.

Commencing August 1, 2015, all field related work involving the use of total robotic stations will be under the jurisdiction of the employees of Local 483.

NOTE: If a project is being subcontracted to a total robotic station contractor for multiple trades, per general contractor or owner's preference, this jurisdiction shall not apply.

Inspection, Testing and Maintenance

The inspection of automatic sprinkler systems shall be the work of whomever the Employer assigns.

Maintenance shall include any work performed of a renovation, replacement, repair or maintenance character within the limits of a plant, property, or other locations related directly thereto. Work requiring the tools of the trade, such as, the resetting of dry-pipe valves, deluge valves, pre-action valves, pump performance tests; and the flowing of fire department standpipe valves; is the work of employees covered by the Agreement. The guidelines and definitions for such work shall be defined by the documents entitled "NFPA 25, Chapters 5-11 as amended by CCP, Title 19" (2006 Edition) which have been reviewed and agreed upon by the parties.

It is understood that a trade or craft dispute in a United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with the procedure established in the current Constitution of the United Association.

All applicable points of the 50 Articles of Jurisdiction of the United Association shall be included. (See Addendum to this Agreement).

ARTICLE 17 – WORK ASSESSMENT

The employer shall each week withhold from the wages of each employee covered by this Collective Bargaining Agreement, for each hour worked such amounts as may be approved by the Local Union members and designated by the Local Union.

The Employer, shall each week, calculate from the wages of each employee, a Work Assessment from his/her gross wages (before any deductions) as determined by the Local Union. This calculation shall then be deducted from the employees "Net Wages".

Individual employees covered by this Agreement and the Union shall hold harmless the Employer and the National Fire Sprinkler Association, Inc. from any legal action because of the withholdings for "Work Assessment."

Each employer shall submit to the Local Union not later than the fifteenth (15th) of each month following the month in which the hours were worked, the hours worked and the total withheld for each employee for "Work Assessment." Reporting forms shall be furnished by the Local Union.

If there should be a change in the amount to be withheld, the employer shall start such withholding the first of the month following thirty (30) days notice. The Union, as the exclusive Employee Bargaining Representative, shall, by signing this Agreement, authorize all employers who are a party to this Agreement to withhold from the wages of said employees, any approved amount as may be designated from time to time. The designated amount withheld for "Work Assessment" shall be calculated on the "Gross Wages" (before any deductions).

ARTICLE 18 – VACATION PLAN

The employer shall each week withhold from the "Net Wages" (after all deductions) from each employee covered by this Collective Bargaining Agreement for each hour worked such amounts as may be approved by the local union members and designated by the Local Union.

If there should be a change in the amount withheld, the employer shall start such withholding the first of the month following thirty (30) days notice.

The employer, each week, shall withhold from the "Net Wages" (after all deductions) from each journeyman and foreman, Two Dollars ($2.00) per hour for each hour worked. The employer,

shall each week, withhold from the "Net Wages" of each apprentice starting with class 3 and above, One Dollar Fifty Cents ($1.50) per hour, for each hour worked.

Individual employees covered by this Agreement and the Union shall hold harmless the Employer and the National Fire Sprinkler Association, Inc. from any legal action because of the withholdings for Vacation.

Each employer shall submit to the Local Union not later than the fifteenth (15th) of each month following the month in which the hours were worked, the hours worked and the total withheld for each employee for "Work Assessment" and "Vacation" and a check in an amount of the total withholding for all the employees. Reporting forms shall be furnished by the Local Union.

The Local Union shall establish at a Savings Institution an "Individual Savings Account" in the name of each employee and credit these withholding to each Individual Account. There shall be no cost or charge to any employer who is a party to this Agreement for the administration of the Vacation Plan.

The Employer shall be responsible for the accuracy of the reports and the mathematical calculations of the remittance report.

The employee may request time off for a vacation by giving adequate notice to his employer. Thirty (30) days shall be considered adequate. Such vacations shall be without pay.

There shall be a ten percent (10%) penalty on all contributions not received by the first Monday of the month following the due date. All penalty monies shall be disbursed to each members' vacation account.

The parties agree that section 12W.9 of the San Francisco Sick Leave Ordinance shall not apply to employees covered by this agreement.

ARTICLE 19 – GRIEVANCE PROCEDURE & ARBITRATION

During the term of this Agreement, there shall be no strikes, lock-outs, slow-downs or work stoppages.

The Union shall upon verification of delinquency from the respective funds remove employees covered by this agreement from employment of contractors for non-payment of wages, vacation and savings plan, welfare, pension, apprentice fund and industry promotion fund contributions providing advance notice of not less than twenty-four (24) hours is given of such action to the contractor. Such removal of employees and cessation of work by employees for said contractor shall continue until the administrator of the fund involved verifies that there is no money owing to the fund by said contractor.

When workmen are removed from a contractor's shop or job because of non-payment of fringe contributions or wages, the contractor shall pay to all such removed workmen sixteen (16) hours in addition to time worked on the date of removal.

A contractor may be absolved of any or all of the foregoing liabilities if he satisfies the Trustees that he failed to pay any contributions or to report because of an honest mistake, clerical errors or other reasons satisfactory to the Union.

All disputes and grievances by the employees or the Union and employers or the National Fire Sprinkler Association, Inc. relative to the interpretation or application of this Agreement shall be processed as provided in this Article.

Grievances by the Union

If an employee has a grievance relative to the interpretation or application of this Agreement, the employee shall advise the Business Agent of the Union in writing.

If the Union wishes to assert a grievance against an employer on its own behalf or on behalf of an employee, the Business Agent shall contact the employer and attempt to resolve said grievance. If the grievance is not resolved, the Business Agent, within four (4) working days, shall reduce the grievance to writing, setting forth the exact date of the alleged grievance, the nature of the grievance and the Article of the Agreement which has been violated and submit this to the employer and the National Fire Sprinkler Association, Inc. by U.S. mail and electronic mail requesting a meeting.

Within four (4) working days of the receipt of said notice, the National Fire Sprinkler Association, Inc. shall confer with representatives of the Union and the employer involved to resolve said grievance. If the employer is not a member of the Association, and the Association declines to participate in resolving the grievance, the Union and the employer shall meet to resolve the grievance.

If the parties fail to resolve the grievance, then, upon request of any party, they shall immediately submit the grievance to final and binding arbitration as follows:

The Union shall request from the American Arbitration Association a list of five (5) names from which the parties will select an arbitrator.

The Union and Association shall attempt, by mutual agreement, to select one of the five names submitted by the American Arbitration Association. If they are unable to reach an agreement, the five names shall be placed in a hat and one name drawn, said name shall be the chairman of the Board of Arbitration composed of one representative from the union and one representative from the National Fire Sprinkler Association, Inc.

If the grievance is against an employer that is not a member of the Association, and the Association declines to participate in selecting an arbitrator, then the Union and the employer shall attempt, by mutual agreement, to select one of the five names submitted by the American Arbitration Association. If they are unable to reach an agreement, the five names shall be placed in a hat and one name drawn, said name shall be the sole Arbitrator.

The majority decision of this Board of Arbitration of three (or decision of the sole Arbitrator where there is no Board of Arbitration) shall be final and binding upon the parties.

The Board of Arbitration (or sole Arbitrator) must confine itself to the interpretation and Application of the Agreement and has no power to alter, change or amend said Agreement.

If the Union has a grievance against the Association, the Union shall reduce the grievance writing, setting forth the exact date of the alleged grievance, the nature of the grievance and the Article of the Agreement which has been violated and submit this to the Association by U.S. mail and electronic mail requesting a meeting. Within four (4) working days of the receipt of said notice, the Association shall confer with the Union to resolve said grievance. If the grievance is not resolved then, upon request of either party, it shall be submitted to final and binding arbitration before a single Arbitrator as provided herein.

Grievances by Employers or the Association

If the employer or the Association has a grievance relative to the interpretation or application of this Agreement, the grievance shall be submitted to the Union in writing by U.S. mail and electronic mail, setting forth the exact date of the grievance, the nature of the grievance and the Article of the Agreement which has been violated.

If the grievance is by an employer, The Union shall meet with the Employer within two (2) working days of receipt of the grievance to discuss said grievance.

If the parties fail to resolve the grievance, the Union and the National Fire Sprinkler Association, Inc. with the Employer present, shall confer within four (4) working days of notice that the parties did not resolve the grievance. If the employer is not a member of the Association, and the Association declines to participate in attempting to resolve the grievance, the Union and the Employer shall meet within four (4) working days to attempt again to resolve the grievance. If the grievance is by the Association, the Union shall meet with the Association within four (4) working days of receiving the grievance.

If the parties fail to resolve the grievance then, upon request of any party, it shall be submitted to final and binding arbitration as set forth herein.

General Provisions

The loser shall bear the total expense of the arbitration. Loser is defined as the Union, contractor or National Fire Sprinkler Association, Inc.

Deadlines in this Article may be extended by mutual agreement, provided that the extension is confirmed in writing.

All grievances to be considered must be submitted within ten (10) working days of the party learning of or when the party should reasonably have learned of the occurrence of the alleged grievance, whichever is earlier, and the Board of Arbitration or Arbitrator may in no event provide retroactive relief exceeding six (6) months prior to the submission of the grievance.

Sympathetic strikes called by the Local Building Trades Council which are sanctioned by the United Association, such sympathetic strikes to be local in character, shall be excluded from the above procedure. Sanction by the United Association shall be in writing to the National Fire Sprinkler Association, Inc.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, for an employee to refuse to go through any primary picket line including a primary picket line of the Union.

ARTICLE 20 – SUPERINTENDENT AND FOREMAN

Inasmuch as the Superintendent is the agent of the Employer, the Employer may select anyone he sees fit to act as Superintendent.

Foreman as selected by the Employer, shall receive Five Dollars ($5.00) per hour more than the journeyman's scale, effective August 1, 2014.

Any foreman supervising 15 or more journeymen and/or apprentices on a job site will be a General Foreman and shall receive Two Dollars ($2.00) above the current foreman's rate.

One man shall be present and paid Forman's or General Foreman's Rate at all times on each and every job site, with the exception of two (2) hours on any given day for emergency.

ARTICLE 21 – HEALTH AND WELFARE

It is mutually agreed that a Health and Welfare Fund has been established for the employees covered by this Agreement on a National Automatic Sprinkler Industry basis.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective August 1, 2014, Seven Dollars and Eighty-Two Cents ($7.82) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

It is agreed that during the life of this Agreement, should the contribution rate to maintain Level One Benefits be greater than the above amounts, the additional cost shall be covered from the wages of the employee.

It is agreed that a Retired Employee Subsidy Account (RESA) has been established. The contribution rate effective August 1, 2014, is Ninety-Five Cents ($0.95) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement. At any time during the life of this Agreement, should there be any change to the contribution rate, the increase will come from the members wage package. All RESA contributions will be added to the Health and Welfare contribution required above and submitted to the NASI Trust Fund.

It is agreed that if a Health Reimbursement Arrangement (HRA) is established during the life of this agreement, that such HRA will have a joint Board of Trustees consisting of an equal number of trustees appointed by Local 483 and management trustees appointed by NFSA or other management representatives appointed by the employers. If an HRA is established, the wage rate provided for under this agreement will be adjusted to establish the separate contribution to fund and administer such HRA. Upon establishment of the HRA contribution, the parties to this agreement will be notified of the changes in wages and the contribution requirement.

ARTICLE 22 – PENSION

It is mutually agreed that a Pension Fund on a National Automatic Sprinkler Industry basis has been established for those employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective August 1, 2014, Five Dollars and Seventy-Five Cents ($5.75) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement

It is agreed that during the life of this Agreement, should the contribution rate be greater than the amount above, the additional cost shall be covered from the wages of the employee.

The employer member shall not be responsible for any expense or cost beyond this contribution for the establishment, application and maintenance of said Pension Fund.

ARTICLE 23 – SUPPLEMENTAL PENSION

It is mutually agreed that a West Coast Automatic Sprinkler Industry Supplemental Defined Contribution Pension Fund (SIS) is hereby established for those employees whose wages are covered by this collective bargaining agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor who is a party to this agreement shall pay to the fund Ten Dollars ($10.00) per hour for all hours worked by all journeymen employees covered by this collective bargaining agreement effective on and after August 1, 2014. Any increases to SIS on the anniversary date of the Collective Bargaining Agreement will reduce the amount available for wages from the package referred to in Article 5.

The employer shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.

This fund is created under an Agreement and Declaration of Trust by and between National Fire Sprinkler Association, Inc. and Sprinkler Fitters and Apprentices Local Unions No. 709, Los Angeles, California, No. 483, San Francisco, California, and No. 699, Seattle, Washington. There shall be an equal number of Association and union trustees, appointed by the respective parties to this agreement. It shall be the duty of the trustees to administer the Agreement and Declaration of Trust in accordance with Federal and State Laws and to take all necessary steps to carry out the legal operation of the fund.

The employers bound by this agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of the West Coast Automatic Sprinkler Industry Supplemental Defined Contribution Pension Fund and agree to be bound by any amendments thereto.

A Joint Committee is hereby created for the purpose of implementing the details of administration of this fund. Monthly contributions shall be made by all employers party to this agreement on behalf of each individual employee to a depository selected and agreed to by the Joint Committee.

ARTICLE 24 – INDUSTRY PROMOTION

Effective August 1, 2014, all contractors that have given their authorization for collective bargaining to the National Fire Sprinkler Association, Inc., and all other contractors that have voluntarily elected to become signatory to this provision shall pay to the National Fire Sprinkler Industry Promotion Fund a sum of money equal to Ten Cents ($0.10) per hour for each hour worked by each Journeyman and Apprentice subject to this Agreement. The Ten Cents ($0.10) shall be allocated for National Programs and contract administration.

All signatory contractors who are not members of the NFSA shall pay an additional eleven cents ($0.11) above the rate specified in the first paragraph of this Article. Said $0.11 shall be allocated to San Francisco Area programs.

It is agreed by the parties to this Agreement that the contributions covered by this Article shall not be used in any manner which would be adverse to the interests of the Local Union. It is further agreed that should any of said contributions be used in any manner adverse to the interests of the Local Union, then the parties to the Agreement shall meet to resolve said issue within 21 days.

All contractors who have given authorization for collective bargaining to the National Fire Sprinkler Association, Inc., and all other contractors that have voluntarily elected to become signatory to this provision agree to become a party to the Agreement and Declaration of Trust establishing the National Fire Sprinkler Industry Promotion Fund.

It is understood and agreed that the Fund and Program benefits at all times through the life of this Agreement shall be such as to qualify for approval by the Internal Revenue Service of the U.S. Treasury Department and other appropriate government agencies if necessary to permit all Employers an income tax deduction for contributions paid hereunder.

ARTICLE 25 -NORTHERN CALIFORNIA FIRE PROTECTION COMPLIANCE GROUP

Effective August 1, 2014, all contractors that have given their authorization for collective bargaining to the National Fire Sprinkler Association, Inc., and all other contractors that have voluntarily elected to become signatory to this agreement shall pay to the Northern California Fire Protection Compliance Group a sum of money equal to Thirty cents ($.0.30) per hour for each hour worked by each Journeyman and Apprentices to this Agreement.

Northern California Fire Protection Industry at all times through the life of this Agreement shall be such as to qualify for approval by the Internal Revenue Service of the U.S. Treasury Department and other appropriate government agencies if necessary to permit all Employers an income tax deduction for contributions paid hereunder.

ARTICLE 26 – ASSENT OF HEALTH AND WELFARE AND PENSION FUNDS

In consideration of benefits to be derived and other good and valuable considerations, Sprinkler Fitters Local Union No. 483, San Francisco, California, although not a Party to the Local 669 Agreement, does hereby join in and does subscribe to the Declarations of Trust made between the National Fire Sprinkler Association, Inc. and Local 669 and agrees to be bound by any Amendments thereto, and the Employers party to this Agreement with Sprinkler Fitters Local 483, San Francisco, California, agree to make contributions in the amounts set forth in this Agreement to the Trustees as provided by the Trust Agreements between the National Fire Sprinkler Association, Inc. and Local Union 669; and further, the parties hereto authorize said parties of the 669 Agreement to name trustees and successor trustees to administer said Health and Welfare and Pension Funds, hereby ratifies and accepts such Trustees in the terms and conditions of said Trusts as fully and completely as if made by the undersigned.

ARTICLE 27 – UNIFORMITY OF CONTRIBUTIONS

Whereas this Agreement provides for contributions to the National Automatic Sprinkler Industry Welfare and Pension Funds by contractors party to this Agreement, and, Whereas the Trustees of these Funds require uniform contributions to these Funds; therefore, the Welfare and Pension contributions as set forth in this Agreement shall be not less than the hourly contributions as required by the 669 Collective Bargaining Agreement, effective January 1 of each year.

ARTICLE 28 – SURETY BOND

Each contractor party to this Agreement on August 1, 2014, shall furnish to the Local Union a Surety Bond in the amount of One Hundred Thousand Dollars ($100,000) for up to 2,000 reportable hours per month, and Two Hundred and Fifty Thousand Dollars ($250,000) for over 2,000 reportable hours per month to assure the payment of wages and all fringe contributions as provided in this Agreement.

ARTICLE 29 – DURATION OF AGREEMENT

The duration of this Agreement shall be from August 1, 2014 through July 31, 2018.

ARTICLE 30 – DRUG AND ALCOHOL

The N.F.S.A. and Local 483 acknowledge that the use of alcohol and illicit drugs that impair work performance is detrimental to the health and safety of the employees covered by this

Agreement. It is also acknowledged that employees suffering from an alcohol or drug related problem should be accorded the opportunity to remedy their health problem. Therefore, it is hereby agreed by the parties as follows:

1. An employee shall not report for work in a condition unfit for work due to the use of alcohol, illegal drugs, or other illegal substances that impair his/her work performance. Being in a condition unfit for work because of the effects of illegal drugs, alcohol or other illegal substances that impair work performance while at the job site is cause for disciplinary action, up to and including discharge.

2. If an Employer has "probable cause" to suspect that an employee is unfit for work as described above, the Employer may require the employee to submit to a detection test as outlined in Paragraph 3 to determine whether the employee is in violation of Paragraph 1. "Probable cause" means objective belief based on direct observation by a supervisor or management representative such that it can be described with particularity, i.e., specific facts. All such facts must be immediately reduced to writing by the supervisor or management official and provided to the employee and the Union. If a supervisor or management official is not "on site" to observe an employee whose performance is impaired, the job foreman shall contact the Employer by telephone immediately.

"On site" means the location of the job at which the employee is suspected of being unfit for work.

3. The procedure for detection of alcohol related impairment shall be the same as used by the State of California and presumptive impairment shall be determined by using the State established level for a finding of driving a vehicle while intoxicated. The testing procedure for drug related impairment shall use the EMIT or similar screening test in the first instance. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative or positive for these five drugs or classes of drugs:

The following initial cutoff levels shall be used when screening specimens to determine whether they are negative or positive for these ten drugs or classes of drugs:

Initial Test Level (ng/ml)		Initial Test Level (ng/ml)	
Amphetamines	1000	Opiates	300
Barbiturates	50	Phencyclidine (PCP)	25
Benzodiazepines	300	Propoxyphene (Darvon)	300
Cocaine	300	THC (marijuana and cannabinoids)	50
Methadone	300	Methaqualones (Qualudes)	300

The results of the test must be confirmed by the gas chromotography/mass spectrometry method. The failure to confirm the initial finding by GC/MS shall nullify the initial screening. The types of drugs listed above are not the exclusive set of drugs for the detection of which analysis may be conducted provided the parties are in agreement as to applicable procedures and standards for drugs not enumerated above.

4.The testing shall be conducted by a laboratory certified to perform such tests by the United States Department of Health and Human Services or any other laboratory designated by agreement of the parties. The collection of the samples shall conform to procedures established by HHS in February 1987. These procedures are available, upon request, from the National Fire Sprinkler Association, Inc. and from the Union.

5.After any sample is collected pursuant to the provisions of this Article, the employee shall be given a portion of the sample collected for his/her own analysis. Said portion shall be clearly identified and sealed. The Employer shall also provide the employee and Union representatives with a listing of the three (3) closest laboratories or testing agencies which comply with HHS Guidelines cited above. In the event the Union Representative is not available to be "on site" within one hour, the Union shall designate a temporary, alternate Union Representative. The employee shall have the right to independent analysis at these approved facilities. Any report on the contents of the sample must contain a signed attestation that the seal was intact upon submission to the testing facility.

6.The Employer shall notify the Union, in writing, that it has required a test to be performed and the reasons for testing as outlined in Paragraph 2 of this Article. The employee shall be advised by the Employer that he/she has the right to Union representation at all stages of the investigation and assessment process. Refusal by the employee to cooperate in the investigation and assessment process shall constitute grounds for discipline up to and including discharge. Failure by an Employer to afford the employee the right to Union representation, upon request, shall preclude discipline or other adverse action against the employee.

7.Possession or sale of illegal drugs or illegal substances at the worksite shall constitute independent grounds for discharge without regard to "probable cause" of unfitness for work or adverse effect upon work performance.

8.Any finding of unfitness for duty and discipline imposed under this Article shall be subject to the grievance/arbitration procedure found in Article 15 of this Agreement. The employee may be assigned to nonsafety sensitive positions pending resolution of the grievance.

9.All records pertaining to investigation and assessment of an employee shall be maintained as strictly confidential and shall not be released other than to the employee or to the Union. Under no circumstances shall said records be disclosed or otherwise utilized for law enforcement purposes, unless formally subpoenaed by law enforcement agency(s).

10.The only permissible testing shall be that set forth in Paragraph 2. There shall be no random testing, use of electronic detection devices, use of search dogs, searches of persons or vehicles or other practices not specifically mentioned in this Article, except when required by the General Contractor or Owner, with notice to the Union.

11.This Article shall not bar any subsequent modifications of the standards and tests promulgated by the Joint Apprenticeship Training Committee nor testing of applicants for the Joint Apprenticeship Program pursuant to procedures adopted by the Joint Apprenticeship Training Committee.

12. Local 483 agrees to abide by any pre-entry drug testing program as instituted by the Joint Apprenticeship Training Committee.

ARTICLE 31 – HIRING AND HIRING PROCEDURE

When the employer needs men he shall in all cases call the Local Union.

All selection, hiring and employment practices by both the Union and the Employer shall be on a non-discriminatory basis with regard to race, color, creed or sex.

Employers, party to this Agreement, shall secure all journeymen employees required in the performance of the work covered by Article 16 (Jurisdiction of Work) of this Agreement through the hiring procedure as set forth herein.

Employers, party to this Agreement, shall secure all apprentices required in the performance of the work covered by Article 16 (Jurisdiction of Work) of this Agreement through the Joint Apprentice Committee in accordance with Article 15 of this Agreement (Apprenticeship).

The Union shall maintain at the Union office the following lists for registration of Journeymen employees and applicants for employment.

Employment shall be first from List A, List B, List C and finally from List D.

List A.

To register for List A, an employee or applicant shall have five (5) or more years experience in the Sprinkler Fitter Trade, reside within the normal construction labor market, have passed the Journeyman's exam of Local 483 or a UA equivalent exam, or have been certified as a Journeymen Sprinkler Fitter by UA Sprinkler Fitters Local 483 Joint Apprenticeship Committee and have been employed for 500 hours per year for the last four (4) years as an employee working under a Local 483 Collective Bargaining Agreement. The normal construction labor market is defined to mean the following geographical area, , ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, INYO, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONO, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SONOMA, SOLANO, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA.

Any Local 483 member working in a UA Local, which participates in or has a Reciprocal Agreement with the NASI Trust Funds, shall have those hours worked credited towards "A" List Status.

All "A" list members must work 500 hours per year to maintain their "A" list status within Local 483. For the purposes of this Article the year will be from August to August.

List B.

To register for List B, an employee or applicant shall have five (5) or more years in the Sprinkler Fitters Trade and have passed the Journeyman's exam of a U.A. Sprinkler Fitters Local Union or equivalent, or have been certified as Journeyman Sprinkler Fitter by any U.A. Sprinkler Fitters Joint Apprenticeship Committee.

List C.

To register for List C, an employee or applicant shall have five (5) or more years experience in the Piping Industry, reside within the normal construction labor market and have passed the Journeyman's exam of a U.A. Pipefitting Local or equivalent.

List D.

List D shall be all other employees or applicants.

Employment shall be first from List A until this list is exhausted, then from List B, then List C, and finally from List D. When the employer finds it necessary to increase his workforce, he may select fifty percent (50%) of his work force by name from the List A. The other fifty percent (50%) shall be be taken in order from the List A. Hiring on the List A shall alternate continuously between the "byname" and the "taken in order from the List A" options over the life of the Agreement. Hiring on all other lists shall be one hundred percent (100%) call by name. An employer may call back any previously employed journeyman from List A within 60 days of discharge or layoff, providing such employee has not already been dispatched to another employer. The employer shall have the right to refuse any employee on any list for cause who has been terminated for just cause by the Employer within the past twelve months.

Should any list then be exhausted due to the Employer's refusal to hire for cause, then the Employer may hire from the next applicable list.

The Union shall make available by telephone the names of the unemployed employees as they appear on the applicable lists.

A copy of these lists shall be forwarded to the NFSA and the Chairman of the JAC Labor Committee on a monthly basis.

Journeymen shall have the right to solicit their own jobs subject to these hiring procedures. When the Employer finds it necessary to lay off employees on a job, he shall lay off first employees who qualify for the "D" list, then the "C" list and then from the "B" list before any "A" list members are laid off, except the job Foreman shall not be subject to this lay off procedure, until Project is completed. Any Foreman from other than List "A" shall not be reassigned to another project without prior approval by Local 483.

Employers are at liberty to discharge whomever they desire for just cause, but when employees are discharged, they shall be paid in full.

Quality work shall be performed at all times by all employees covered by this Agreement.

ARTICLE 32 – GENERAL SAVINGS CLAUSE

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

The parties agree that, if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

ARTICLE 33 – PROVISIONS FOR RENEWAL OF AGREEMENT

It shall be provided that not less than Sixty (60) days prior to the termination date of this Agreement written notice may be given by either Party requesting a conference to prepare for such alterations or amendments to this Agreement as may be necessary. Failure to give such written notice, this Agreement shall remain in force from year to year until written notice of three (3) months prior to July 31st is served.

Written notice shall be sent by registered mail to the National Fire Sprinkler Association, Inc. 40 Jon Barrett Road, Patterson, New York 12563, and to the Secretary of the Local Union at the address of the Local Union.

Dated this 20th day of August, 2014

For the Party of the First Part:

NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

Fred Beall

For the Party of the Second Part:

SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 483, SAN FRANCISCO, CALIFORNIA

Stanley M. Smith

ADDENDUM
to the
AGREEMENT BETWEEN NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
and
SPRINKLER FITTERS LOCAL UNION 483

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

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

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

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

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

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

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

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

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

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

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

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

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

All piping for railing work, and racks of every description, whether screwed or welded.

All piping for pneumatic vacuum cleaning systems of every description.

All piping for hydraulic, vacuum, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars and railway express locomotives.

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

All power plant piping of every description.

The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.

All soot blowers and soot collecting piping systems.

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

The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.

All piping for artificial gases, natural gases, and holders of equipment for same, chemicals, minerals and by-products for refining of same, for any and all purposes.

The setting and erecting of all underfeed stokers, fuel burners and piping including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

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

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

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

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

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

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

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

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

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

All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.

All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, aeration basins.

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

All air piping of every description.

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

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

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

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

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

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

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

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

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

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

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

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

LETTER of UNDERSTANDING
RESIDENTIAL FIRE PROTECTION

1. This addendum shall apply only as an amendment to the current Collective Bargaining agreement, and shall be restricted to that work, defined as Residential Fire Protection.

2. All articles, terms and conditions in the current Collective Bargaining Agreement shall apply, except as specifically amended herein. This Addendum does not apply to any prevailing rate jobs (i.e., State, Federal, City or County funded projects).

3. RESIDENTIAL FIRE PROTECTION: Residential Fire Protection shall be defined as all work performed within the scope of the current Collective Bargaining Agreement on projects solely for family residences, including new and existing mobile homes, single family homes, duplex and triplex units, garden apartments not exceeding four (4) stories in height, condominiums not exceeding four (4) stories in height of residential units above two (2) stories of service, utility storage, garage and support units built for the direct use of residential tenants.

4. RESIDENTIAL SPRINKLER FITTER: Residential Sprinkler Fitters shall be defined as individuals specifically hired to install fire sprinkler systems in residential dwellings as defined in Paragraph Three (3). Residential Sprinkler Fitters may be drawn from the following sources.

   1.From the Local 483 list of unemployed journeymen and apprentices.

   2.From the Local 483 List of unemployed building trades journeymen and apprentices.

   3.From a list of applicants selected by the Union and/or Employer whose names are placed on the Residential Sprinkler Fitters Trainees List which is maintained by Local 483.

   4.Individuals on the approved Apprentice Eligibility List (without jeopardizing their standing on this list). (Time worked on Residential Fire Protection shall not be credited towards the 5 years Apprenticeship Program excluding Indentured Apprentices).

5. HIRING PROCEDURE: When the employer needs manpower, he shall in all cases call the Local Union and make his manpower requirements known. All hiring shall be done through Local 483. The employer shall give the Union as much notice as possible when he finds it necessary to reduce his work force.

6. RATIO: The Employers agree to employ Sprinkler Fitters and Apprentices from the Local Union's "Out-Of-Work"List at a ratio of one and one half (1½) Journeymen to One (1) Apprentice on a Per-Job-Basis.

7. HOURS OF LABOR: Any eight (8) consecutive hours with one half hour for lunch between 5:00 a.m. and 5:00 p.m., Monday through Friday shall constitute a regular day's

work. At the employee's option, Saturday may be used to make up a day lost to weather or a holiday. Work performed in excess of eight (8) hours of the regular workday or work performed before or after the established starting or quitting time and over forty (40) hours during the regular work week shall be at time and one half the hourly wage rate. All work performed on Sundays or Holidays shall be paid at double (2 times) the regular hourly wage rate.

8. WAGES: The following are the Wage Rates for Journeymen working on Residential Fire Protection as described in Article 3 "Residential Fire Protection":

With one (1) months notice prior to the dates listed below, the Union shall have the right to reallocate the Residential Sprinkler Package.

RESIDENTIAL SPRINKLER FITTER - Effective 8/4/14

Wage Rate	$31.80 per hour
N.A.S.I. Health & Welfare	8.77 per hour
N.A.S.I. Pension	5.75 per hour
N.A.S.I. Training Fund	.05 per hour
UA International Training Fund	.10 per hour
SIS Pension	.50 per hour

Effective August 3, 2015, the Economic Package to be paid under this Agreement for Residential Sprinkler Fitters shall be increased by One Dollar ($1.00) per hour.

Effective August 1, 2016, the Economic Package to be paid under this Agreement for Residential Sprinkler Fitters shall be increased by One Dollar and Twenty-Five Cents ($1.25) per hour, of which $0.25 per hour shall be allocated to SIS Pension.

Effective July 31, 2017, the Economic Package to be paid under this Agreement for Residential Sprinkler Fitters shall be increased by One Dollar and Seventy-Five Cents ($1.75) per hour.

The rates for Residential Trainees shall be based on the Residential Fitters Rate.

Effective August 1, 2014, the Foreman's rate shall be Two Dollars (2.00) over residential fitter scale.

Apprentices working on Residential Fire Protection will be paid the rate for their appropriate classification

9. WORK ASSESSMENT: The employer shall each week withhold from the wages of each employee covered by this Collective Bargaining Agreement, for each hour worked such amounts as may be approved by the Local Union members and designated by the Local Union.

10. DURATION OF TERMS: The duration of the terms of this addendum shall be from August 1, 2014 through July 31, 2018. This agreement may be changed or modified if both parties meet and agree.

Dated this 20th day of August, 2014

For the Party of the First Part:

NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

Fred Banall

For the Party of the Second Part:

SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 483, SAN FRANCISCO, CALIFORNIA

Stanley M. Smith