

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:



P.O. Box 420603

San Francisco

CA 94142-0603

SCOPE OF WORK PROVISION

FOR

PLUMBER:
PLUMBER, STEAMFITTER
PLUMBER (FOR TOTAL PLUMBING JOBS \$150,000 OR UNDER)

IN

AMADOR, EL DORADO, NEVADA, PLACER, SACRAMENTO, AND
YOLO COUNTIES

LABOR AGREEMENT

Between

THE ASSOCIATED PLUMBING AND MECHANICAL
CONTRACTORS OF SACRAMENTO, INC.,



on behalf of the contractors signatory hereto, and

LOCAL UNION NO. 447 of the
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
of the
PLUMBING and PIPEFITTING INDUSTRY
of the UNITED STATES and CANADA



This Agreement made and to become effective
the first day of July, 1992 to June 30, 1995.

CORRECTED COPY

RECEIVED
Department of Industrial Relations

MAY 18 1993

Div. of Labor Statistics & Research
Chief's Office

nullify the provisions of Article VIII (Cessation of Work) relating to Articles IV and VI, Section 2, Articles XI, XII and XIII.

SECTION 5. If the Joint Conference Board cannot agree on any matter referred to it, the Board shall, within five (5) working days request a panel of seven (7) arbitrators from the United States Federal Mediation and Conciliation Service and an arbitrator shall be selected from such list within five (5) working days or receipt of striking names until one (1) name remains. If the parties are unable to agree on which will strike first, that question shall be decided by the flip of a coin. The arbitrator selected shall convene a hearing as soon as practicable, but in no event more than thirty (30) days after selection and shall render a decision within thirty (3) days following the close of the hearing unless those time periods are extended by agreement of the parties. The arbitrator shall have no authority to amend, add to or otherwise modify the terms of this Agreement, but any decision rendered by the arbitrator, which is within his authority, shall be final and binding upon the parties to this Agreement. Any expense of employing the arbitrator shall be borne equally by the parties to the arbitration. Provided, however, should any party to the arbitration or party affected by the decision or award of the arbitrator seek judicial review or refuse to comply with the decision or award, thereby necessitating application to courts to confirm the decision or award, the party or parties prevailing shall be entitled to recover as a measure of damages attorneys fees and all litigation related costs incurred in such court proceedings.

SECTION 6.

(1) Any dispute arising out of the provisions of Article IV of this Agreement which cannot be resolved by the Joint Hiring Committee shall be submitted to an arbitrator.

(2) The procedure for selecting the arbitrator shall be governed by Section 5 of this Article XXII, except that unless the parties agree to extend the time the arbitrator shall be selected within five (5) business days from the date of deadlock by the Joint Hiring Committee which shall convene within no more than five (5) business days following receipt of the written grievance. The arbitrator shall conduct the hearing within no more than ten (10) business days following his or her selection and shall render a decision and award within no more than seven (7) business days following the close of the hearing.

(3) In all other respects, expedited arbitration, as provided for by this Section 6, shall be governed by the provisions of Article XXII, Section 5.

ARTICLE XXIII EFFECTIVE AND TERMINATION DATE

SECTION 1. This Agreement is effective from July 1, 1992 to and including midnight of June 30, 1995, and shall be renewed from year to year thereafter, unless either party shall give written notice of a desire to change, add to, or delete from, the Agreement. Such notice shall be given at least ninety (90) days prior to June 30, 1995, or ninety (90) days prior to expiration date of each succeeding year.

Any member of the multi-employer bargaining unit who wishes to withdraw as a member of that unit must give notice in writing to both the Associated Plumbing & Mechanical Contractors of Sacramento, Inc. and Local Union NO. 447 at least ninety (90) days prior to the expiration of this Agreement on June 30, 1995, or ninety (90) days prior to expiration of each succeeding year should this Agreement be extended.

If notice for the desire for a change in the Agreement is given by either party as provided in this paragraph ninety (90) days prior to the expiration date, the Negotiating Committee representing the Employer and Local Union No. 447 must meet within fifteen (15) days from the date that is ninety (90) days prior to the expiration date for the purpose of discussing such change or the negotiating of a new Agreement, and this Negotiating Committee shall meet within each ten (10) day period thereafter until an Agreement is reached or the Agreement is terminated on the expiration date. It is agreed, however, that the termination date of this Agreement may be extended beyond the expiration date of any year by mutual consent of both parties to this Agreement. Notice to the Associated Plumbing & Mechanical Contractors of Sacramento, Inc. shall be deemed notice to all individuals, firms, corporations or associations who may hereinafter become signatory to this Agreement.

SECTION 2. Any of the provisions of this Agreement may be amended at any time by mutual consent of the parties. To commence negotiations upon an interim amendment, both parties must agree in writing to negotiate.

APPENDIX COVERAGE OF AGREEMENT WORK COVERED

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

- (1) All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or non-metallic pipe used inside property lines.
- (2) All piping for water filters, water softeners, water meters and the setting of same.
- (3) All cold, hot and circulating water lines piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, solar systems, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
- (4) All water services from mains to buildings, including water meters and water meter foundations.
- (5) Wall water mains from whatever source, including branches and fire hydrants, etc.
- (6) All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.
- (7) All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
- (8) All bathroom, toilet room, and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- (9) All lawn sprinkler work, including piping, fitting, and lawn sprinkler heads.
- (10) All sheet leading 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 pipefitting industry.
- (11) 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.
- (12) All block tin coils, carbonic gas piping, for soda fountains and cars, etc.
- (13) All piping for railing work, and racks of every description, whether screwed or welded.
- (14) All piping for pneumatic vacuum cleaning systems of every description.
- (15) All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
- (16) All marine piping and all piping used in connection with ship building and ship yards.
- (17) All power plant piping of every description.
- (18) The handling, assembling and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
- (19) All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
- (20) All soot blowers and soot collecting piping systems.
- (21) The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.
- (22) The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigeration, air conditioning, solar systems, manufacturing, mining and industrial work.
- (23) The setting and erection of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.
- (24) All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same for any and all purposes.
- (25) The setting and erecting of all underfed 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.
- (26) All ash collecting and conveyor piping systems, including all air washing

and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

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

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

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

(30) All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of excavating and underground construction.

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

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

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

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

(35) All piping to stoves, fire grates, blasts and heating furnaces, ovens, driers, heaters, oil burners, stokers and boiler and cooling utensils, etc., of every description.

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

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

(38) All air piping of every description.

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

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

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

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

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

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

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

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

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

(48) The operating, maintenance, repairing, servicing and dismantling of all work installed by journeymen plumbers and/or pipe fitters.

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

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

SIGNATURE PAGE

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

This Agreement shall be effective as of the date signed and shall remain in full force and effect without change or modification from July 1, 1992, until midnight June 30, 1995, except as provided in Article XXIII.

LOCAL UNION NO. 447
OF THE UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED STATES
AND CANADA, AFL-CIO


Harry Rotz, Business Manager

Date: July 1, 1992

ASSOCIATED PLUMBING & MECHANICAL
CONTRACTORS OF SACRAMENTO, INC.


Rodney Lawson, President

Date: July 1, 1992



Associated Plumbing &
Mechanical Contractors
of Sacramento, Inc.

May 3, 1994

The following are the terms for the extension:

Contract extended: to June 30, 1998

Rates: Commercial Journeyman - \$9.75 per hour each year for 3 years
commencing July 1, 1995
Residential/Light Commercial Journeyman - \$8.50 per hour each
year for 3 years commencing July 1, 1995

Changes that apply only to Residential Construction to be effective
July 1, 1994 -

Pre-apprentice Classification - Contract administration and
training will each be reduced by \$.30 per hour for Residen-
tial Pre-apprentice only. Total package will then be \$7.45
per hour.

Page 11 Pre-Apprentice Wage

Changes that apply only to the Light Commercial Construction to be
effective July 1, 1994 -

Foreman - On any job where there are at least three (3) and not
more than ten (10) light commercial journeymen covered by
the terms of this Agreement, one (1) shall be selected by
the Employer to act as foreman and shall receive a 10%
increase to the R/LC rate.

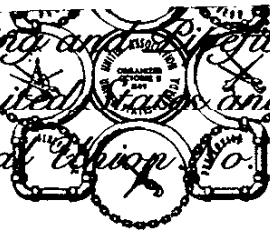
Page 15 Article XV Supervisory Capacities Section 1

Over

Arbitration Court
Suite 201
Sacramento, CA 95825
1-800-451-1577

1-800-451-1577
1-800-451-1577

*of the Plumbing and Piping Industry
of the United States and Canada
Local Union No. 447*



5841 Newman Court •

Sacramento, Calif. 95819 •

Phone 457-6595

ROBERT T. HALEY
President

HARRY M. ROTZ
Financial Secretary and
Business Manager



June 20, 1997

Ms. Dorothy Vuksich
State of California
Dept. Of Industrial Relations
Division of Labor Statistics
45 Fremont Street, 11th Floor, Suite 1160
San Francisco, California 94105

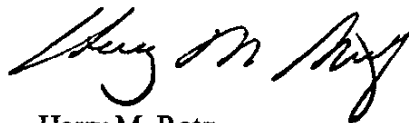
RECEIVED
Department of Industrial Relations
JUN 27 1997
Div. of Labor Statistics - Sacramento
Chief's Office

Dear Ms. Vuksich:

Enclosed is a copy of the wage/fringe benefit schedule for Local Union 447, effective July 1, 1997. This schedule reflects the allocation of the 75¢ per hour increase which was negotiated for the second year of the extension of the current contract. The current agreement has been extended to June 30, 2001.

If you have any questions pertaining to this matter, please do not hesitate to contact me.

Very truly yours,



Harry M. Rotz
Financial Secretary/
Business Manager

Encls.

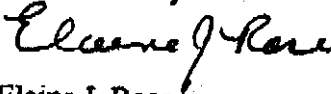
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August 10, 2001
Page Two

Holiday: Veteran's Day to be added in 2001

Should you have any questions, please do not hesitate to call me at (916) 452-4917.

Sincerely,



Elaine J. Rose
Executive Vice President
Associated Plumbing & Mechanical
Contractors of Sacramento, Inc. (APMC)

William S. Haley
Business Agent
Plumbers & Pipefitters Local #447