

**Tentative Contract Agreement  
between  
United Association Local Union 393  
and  
Northern California Mechanical Contractors Association (NCMCA)  
Santa Clara Valley Contractors Association (SCVCA)  
Industrial Contractors Association - UMIC  
Greater Bay Area Plumbing and Mechanical Contractors Association (GBA)  
Individual Signatory Contractors  
(Pending UA Local 393 Member Ratification)**

The previous Master Labor Agreement that was in effect from July 1, 2012 through June 30, 2015 shall remain in effect with the following exceptions:

**Contract Term: Three Year (July 1, 2015 – June 30, 2018)**

**Economic Increase:**

<b>Date</b>	<b>Total Package Increase</b>	
July 1, 2015	<b>\$3.50</b>	*Retroactive to July 1, 2015
July 1, 2016	<b>\$3.50</b>	
July 1, 2017	<b>\$3.50</b>	

**Language Modifications:**

**I. Master Labor Agreement (MLA) Article I – Coverage of Agreement**

- A. New Paragraph 7 titled “Assignment of Work Letter” inserted under Article I to read  
*“For the purpose of accurately proving U.A. trade jurisdiction, the Employer, through its Superintendent, agrees to provide to the Union a letter on the Employer's letterhead for certain specified items of work performed at the jobsite prior to completion of the job.”*

**II. Master Labor Agreement (MLA) Article IX - Holidays**

- A. New Paragraph 86 titled “Sick Leave Waiver” inserted under Article IX – Holidays to read: *“Both parties agree that the July 1, 2015 requirements of California Labor Code Sections 245-249 do not apply to work covered by this Agreement. If a municipality in Santa Clara and San Benito Counties adopts an identical ordinance for sick leave, then said ordinance is waived (i.e. identical accrual rates, etc).”*

**III. Master Labor Agreement (MLA) Article XIII – Pay Provisions**

- A. Foreman Pay increase from 10% to 12.5%.**
1. Delete existing Paragraph 100 language under “Foreman and General Foreman Pay” heading.
  2. New Paragraph 100 (A) titled “Foreman Pay” inserted under Article XIII – Pay Provisions to read, *“Foreman shall receive not less than twelve and a half percent (12.5%) over the regular straight time hourly rate for journeymen, including Employee Savings payments, and computed to the nearest one cent (\$.01). The Employer has the right to select their foremen based upon the current required worker ratios and contract terms established in the Agreement. Employers may*

*request that dispatched foremen have completed the UA/MCAA Foreman Training Program. Such employer requests cannot be used to circumvent the Hiring Hall rules and completion of the UA/MCAA Foreman Training Program shall not be a precondition of a worker either being hired as a foreman, being promoted to a foreman position, or prevent them from working in the capacity of a foreman. Both U.A. Local 393 and the signatory Employers shall promote and encourage the U.A. Local 393 members to take and complete the UA/MCAA Foreman Training Program. The U.A. Local 393 Joint Apprenticeship Committee (JATC) shall offer this training for both Journeypersons and Apprentices. The JATC shall investigate adding this training to the 5th year Apprentice curriculum.”*

- B. New Paragraph 100 (B) titled “General Foreman Pay” inserted under Article XIII – Pay Provisions to read *“General foremen shall receive not less than twenty percent (20%) over the regular straight time hourly rate for journeymen, including Employee Savings payments, and computed to the nearest one cent (\$.01).”* Please note: This is the same language as in our current contract, but moved to a new paragraph number.
- C. New Paragraph 100 (C) inserted under Article XIII – Pay Provisions to read, *“The Fringe Benefits for foremen and general foremen shall be the same as for journeymen.”* Please note: This is the same language as in our current contract, but moved to a new paragraph number.
- D. Paragraph 109 – Pay Day Provisions - Insert the following language after the second sentence of the paragraph to read, *“The paycheck and/or paystub, when delivered to a jobsite, shall be in a sealed envelope.”*

#### **IV. Master Labor Agreement (MLA) Article XIV – Work Day – Work Week & Overtime Provisions for Construction**

- A. Delete last sentence of Paragraph 118 (~~“Rest periods shall take place at employer designated areas which may include or be limited to the employees' immediate work area.”~~).
- B. Replace the deleted last sentence of Paragraph 118 (see above) with the following: *“Rest periods shall take place at employer designated areas which may include, but not be limited to, the employees’ immediate work area. The Employer shall work with the Business Office on specific situations.”*

#### **V. Master Labor Agreement (MLA) Article XVI - Safety Protection and Compensation**

- A. The following language to be inserted after the first sentence of Paragraph 136 to read, *“Personal electronic devices, such as, but not limited to, personal cell phones, personal smart phones, or personal smart watches shall not be used for company business. (See U.A. Standard for Excellence).”*

#### **VI. Master Labor Agreement (MLA) Article XVII – Fabrication**

- A. Modify Paragraph 142 to include Alameda County to now read *“All fabrication must be performed either on the job site or in the Contractor’s shop or yard within the geographical area of San Mateo, Alameda, Santa Clara and San Benito Counties.”*
- B. Delete existing Paragraph 144 - Local 393 Pre-Fabrication Form.

**VII. U.A. Standard for Excellence**

A. Add the U.A. Standard for Excellence into the Collective Bargaining Agreement.

**VIII. Update current MLA Pension and Health & Welfare Trust Language** - Update current Master Labor Agreement to reflect required Trust language modifications as related to the Part A Pension, the Part B Pension, and the Health & Welfare Plan.

**IX. Retroactive Pay back to July 1, 2015.**

**X. Terms and Conditions** – The terms and conditions of the July 1, 2012 – June 30, 2015 UA Local 393 Master Labor Agreement will remain in effect until such time as the new Agreement is ratified, excluding the agreed upon retroactivity effective July 1, 2015.

*07/10/2015\_Draft 4*