

All Local 290/PMCA

Proposal Withdrawals

March 26 2011

Gray Shaded = Proposed Change

Gray Shaded = Proposed Change

~~Line Strikethrough = Proposed Deletion~~

~~Line Strikethrough = Proposed Deletion~~

Master Labor Agreement And Working Rules Of The United Association Local 290

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ARTICLE II DEFINITIONS

**SECTION 2.7: SUBCONTRACTORS:
ORIGINAL PROPOSAL WAS MOVED TO 4.1. (SEE BELOW)**

ARTICLE IV TRADE AND WORK JURISDICTION

SECTION 4.1:

54. Fabrication and installation of all components required by or incorporated into pipe support and restraint assemblies, regardless of material type; excepting products commonly available by catalog purchase. Catalog items are not to be construed to be items ~~made~~ fabricated to a specific set of specifications or drawings for a single job. Assembly of such products shall be the work of the United Association.

PMCA Response Keep existing MLA language

Local 290 Response Change “made” to “fabricated”

We understand this does not include engineered seismic kits.

Local 290 Response Withdraw Proposal March 24

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ARTICLE IV TRADE AND WORK JURISDICTION

SECTION 4.1: This Agreement covers the rates of pay, hours, and working conditions of all employees engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including:

Fabrication, assembling, erection, installation, testing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, (including offsite warehouse) tying on and hoisting of all piping materials, related equipment, and other items as reflected in the following points of jurisdiction and the appropriate Presidential Agreements, by any method, including all hangers, restraints, and supports of every description and all other work included in the trade jurisdiction of the United Association.

Local 290 Response Stay with 290 proposal

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

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ARTICLE IV TRADE AND WORK JURISDICTION

SECTION 4.1:

a) This includes but is not limited to the following:

~~60. The handling, assembly, setting, erection, installation and servicing of all liquid and gas type solar and geothermal systems along with the accessories and controls that make up the piping system~~

PMCA Response – Need Further Clarification

Also want to split into 60 & 61

Local 290 Response to PMCA Response

Split into #59 and #60

~~59. The handling, assembly, setting, erection, installation and servicing of all liquid and gas type solar and geothermal systems along with the accessories and controls that make up the piping system~~

~~60. The handling, assembly, setting, erection, installation and servicing of all liquid and gas type solar and geothermal systems along with the accessories and controls that make up the piping system~~

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

ARTICLE V

UNION SECURITY

~~SECTION 5.7:— No Employee covered by this Agreement or any Addendum to this Agreement shall sign or be bound by a non-competition agreement of any kind or nature that restricts future employment opportunities.~~

~~(non-competition/ non-solicitation)~~

~~SECTION 5.7: No Employee covered by this Agreement or any Addendum to this Agreement shall sign or be bound by~~

~~(a) A non-competition agreement of any kind or nature that restricts future employment opportunities; or~~

~~(b) A non-solicitation agreement of any kind or nature that restricts the Employee's ability to contact and/or solicit customers and/or prospects of the Employer or other employees of the Employer.~~

~~Any agreement previously signed by an Employee that is prohibited by (a) or (b) shall be null and void.~~

~~This Section 5.7 shall not prohibit an Employer from adopting and enforcing reasonable rules that~~

~~(c) Prohibit an Employee from taking any Employer document, material or computer program (such as catalogs, customer lists, price lists, manuals and/or marketing strategies) upon termination of employment;~~

~~(d) require the Employee to return all documents, materials and computer programs (such as catalogs, customer lists, price lists, manuals and/or marketing strategies) upon termination of employment and to certify that the Employee has retained no copies; and~~

~~(e) Protect the Employer's trade secrets and confidential information such as drawings, price lists, customer lists, programs and methods that have economic value if they are not generally known to the public and are subject to reasonable efforts by the Employer to maintain their secrecy.~~

Local 290 Response March 24, 2011

SECTION 5.7: No Employee covered by this Agreement or any Addendum to this Agreement shall sign or be bound by an ~~non-competition~~ agreement of any kind or nature that restricts future employment opportunities for a period of more than 6 months following termination of employment.

Local 290 Response Withdraw Proposal March 26

ARTICLE VI REFERRAL AND HIRING PROCEDURES

SECTION 6.3: DISCHARGE:

d) An employee may request a lay-off if not receiving sufficient hours over a reasonable time period. The request for layoff will be granted subject to review and approval of the hiring hall committee.

PMCA Response

No - To Broad

Local 290 Response to PMCA Response

d) An employee may request a lay-off if not receiving sufficient 130 hours over a reasonable time 30 day period. The request for layoff will be granted. subject to review and approval of the hiring hall committee

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

PMCA Proposal 4

Section 9.1: SUPERVISION, FOREMEN, GENERAL FOREMEN, AND SENIOR GENERAL FOREMEN:

- 8) Non working supervisor should be able to carry a fitting or package to their working crew. This should not be considered working with the tools.

PMCA Response Stay with PMCA proposal.

Local 290 Response Keep existing MLA language

PMCA Withdraw Proposal March 26

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ARTICLE IX

WORK RULES.AND MISCELLANEOUS PROVISIONS

SECTION 9.1: SUPERVISION, FOREMEN, GENERAL FOREMEN, AND SENIOR GENERAL FOREMEN: The following working rules are applicable to all work covered by this Agreement:

b) General Work Rules:

- 3) All Employers, before the signing of these working rules, shall have a place of business ~~facing a street~~, a business telephone, be an established ~~place~~ legal ~~of~~ business and be furnished with adequate tools and equipment to perform work as defined ~~above~~ in this agreement.

PMCA Response

Add \$200,000.00 Bond and location must meet all zoning regulations for licensed commercial business

Local 290 Response

Withdraw - Keep existing MLA language. March 16

DRAFT

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ARTICLE IX

WORK RULES.AND MISCELLANEOUS PROVISIONS

SECTION 9.1: SUPERVISION, FOREMEN, GENERAL FOREMEN, AND SENIOR GENERAL FOREMEN: The following working rules are applicable to all work covered by this Agreement:

b) General Work Rules:

6) If requested by the Union, the company shall provide to the local Union an accurate organizational document that lists names of all bargaining unit employees on that job. Such documentation shall include the following information:

a) All senior general foreman (if any).

b) All general foreman (if any) and their supervisor (if applicable).

c) All foremen and their supervisor.
(if applicable)

d) ~~Number of~~ All Journeyman and Apprentices working under each Foreman.

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

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ARTICLE IX WORK RULES.AND MISCELLANEOUS PROVISIONS

SECTION 9.6: TRANSPORTATION/PARKING:

- a) Transportation will be provided by the employer on all jobs where parking is not available within six (6) blocks of the jobsite. Travel to the workstation or jobshack will be on the employee's time, travel out will be on the Employer's time. Assembly points and other applicable issues will be defined in the pre-job meeting. Employee shall be off the job and property at the end of the scheduled shift.

Local 290 Response

Keep our proposal but relocate to 10.1 (a)

Stay with 290 proposal

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

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ARTICLE IX

WORK RULES.AND MISCELLANEOUS PROVISIONS

SECTION 9.6: TRANSPORTATION/PARKING:

- b) On jobs where the Employer provides organized transportation, the travel to the workstation or job shack will be on the Employee's time. Travel out will be on the Employer's time. Employee shall be off the job and property at the end of the scheduled shift.

Local 290 Response

Keep our proposal but relocate to 10.1 (a)

Stay with 290 proposal

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

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ARTICLE IX WORK RULES.AND MISCELLANEOUS PROVISIONS

~~SECTION 9.8: Company Vehicles~~ The maintenance and cleaning of company vehicles shall be the responsibility of the employer. If required to be maintained by the employee it shall be done on company time.

Local 290 Response Withdraw proposal

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

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ARTICLE X

HOURS OF WORK, OVERTIME AND SHIFT WORK

SECTION 10.1: WORK DAY: Eight (8) hours shall constitute a regular work day. When the scheduled work week is five (5) or more days, all overtime will be based on a five (5) day, eight (8) hour schedule.

- a) Workers shall be at their place of work or the job shack at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until the quitting time. Employees shall be permitted reasonable time to put away tools before quitting time. Employee shall be off the job and property at the end of the scheduled shift.

Specific details shall be established by agreement by a pre-job meeting

290 Proposal Withdraw

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

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ARTICLE X

HOURS OF WORK, OVERTIME AND SHIFT WORK

SECTION 10.1: WORK DAY: Eight (8) hours shall constitute a regular work day. When the scheduled work week is five (5) or more days, all overtime will be based on a five (5) day, eight (8) hour schedule. The parties reaffirm the policy of a fair days work for a fair day's wage.

b) Meal breaks shall be established within one (1) hour of the mid-time of the regular shift, or as agreed upon in the pre-job meeting.

If an employee works into their non-paid lunch hour during the regular straight time shift they shall receive ½ hour at the appropriate overtime rate and ½ hour paid lunch period at non standard time. This ½ hour of compensation is not considered into any calculations for dinner hours that are paid to an employee for work beyond 10 hours as this is compensation for shifting their non-paid ½ hour lunch period.

PMCA Response Keep existing MLA language

Local 290 Response Stay with 290 proposal. This is a clarification of how this is currently handled.

Local 290 Response Withdraw Proposal March 24

ARTICLE X

HOURS OF WORK, OVERTIME AND SHIFT WORK

SECTION 10.3: OVERTIME:

- a) Time and one half shall be paid in excess of an eight (8) hour work day. Sundays, Holidays and working over twelve (12) hours Monday through Friday and after 10 hours on Saturday shall be paid at double time, however, it shall also be acceptable, if mutually agreed upon in advance between the union and employer, to work an alternate shift work week at straight time

(i.e., four (4) ten (10) hour work days/Monday. through Thursday).

~~But~~ At no time shall an employer pay an employee less than the appropriate jobsite shift scale according to the established work week schedule. Overtime shall not be mandatory. Work shifts of four (4) days of ten (10) hours at the regular straight time rate of pay shall be as the standard work day. In such shifts, one and one half times the regular straight time rate of pay will be paid for: (a) hours eleven (11) and twelve (12) in a day, and at double time for hours over twelve (12) in a day; and (b) the first ten (10) hours of work on the fifth day of work, and at double time for hours over ten (10) hours. Work on the sixth and seventh day shall be paid at double time. ~~Any hours worked over eight (8) hours shall be paid at time and a half inclusive of benefits during a normal five (5) day work week. Double time shall be paid for shifts over twelve (12) hours, including Saturdays, Sundays and on holidays.~~

Local 290 Response Added “Monday through Thursday”
Changed jobsite to “shift”

PMCA Response Keep existing MLA language

Local 290 Response Delete above sentence. (Any hours...)

Move to wage spread sheet. Time and ½ and double time will be paid at the full package rate.

Local 290 Response Withdraw Proposal March 26

ARTICLE X

HOURS OF WORK, OVERTIME AND SHIFT WORK

SECTION 10.3: OVERTIME:

~~b) Employees failing to work the required working days throughout the week may be denied working overtime by the Employer. (This is not intended or to be construed to provide for make up days.)~~

PMCA Response Keep existing MLA language
Local 290 Response Stay with 290 proposal

Local 290 Response Withdraw Proposal March 26

Below is the economic package effective APRIL 1, 2010 through MARCH 31, 2011 for

All Building Trades Journeymen and Apprentices performing

COMMERCIAL & INDUSTRIAL work

BT Apprentice	BASE WAGE	Local Pens	Nation Pens	H&W	Pref Retire H&W	Train Trust	PMCA	Scholarship	Educ Reim	Total Hourly Benefits	TOTAL PKG
1st 6 mo 40%	14.28	.00	.00	7.89	1.57	1.05	.20	.07	.16	10.94	25.22
2nd 6 mo 50%	17.85	.00	.00	7.89	1.57	1.05	.20	.07	.16	10.94	28.79
3rd 6 mo 55%	19.63	4.00	.73	7.89	1.57	1.05	.20	.07	.16	15.67	35.30
4th 6 mo 60%	21.41	4.40	.80	7.89	1.57	1.05	.20	.07	.16	16.14	37.55
5th 6 mo 65%	23.20	4.80	.87	7.89	1.57	1.05	.20	.07	.16	16.61	39.81
6th 6 mo 70%	24.98	5.20	.94	7.89	1.57	1.05	.20	.07	.16	17.08	42.06
7th 6 mo 75%	26.77	5.60	1.02	7.89	1.57	1.05	.20	.07	.16	17.56	44.33
8th 6 mo 80%	28.55	6.00	1.09	7.89	1.57	1.05	.20	.07	.16	18.03	46.58
9th 6 mo 85%	30.34	6.40	1.16	7.89	1.57	1.05	.20	.07	.16	18.50	48.84
10th 6 mo 90%	32.12	6.80	1.23	7.89	1.57	1.05	.20	.07	.16	18.97	51.09

JOURNEYMAN 100%	35.69	8.00	1.45	7.89	1.57	1.05	.20	.07	.16	20.39	56.08
Foreman 10%	41.30	8.00	1.45	7.89	1.57	1.05	.20	.07	.16	20.39	61.69
Gen Foreman 20%	46.91	8.00	1.45	7.89	1.57	1.05	.20	.07	.16	20.39	67.30
Sr Gen Foreman 30%	52.51	8.00	1.45	7.89	1.57	1.05	.20	.07	.16	20.39	72.90

WAGE PREMIUMS	BASE WAGE	@ 1 1/2	@ Double
1st 6 mo 40%	14.28	21.42	28.56
2nd 6 mo 50%	17.85	26.78	35.70
3rd 6 mo 55%	19.63	29.45	39.26
4th 6 mo 60%	21.41	32.12	42.82
5th 6 mo 65%	23.20	34.80	46.40
6th 6 mo 70%	24.98	37.47	49.96
7th 6 mo 75%	26.77	40.16	53.54
8th 6 mo 80%	28.55	42.83	57.10
9th 6 mo 85%	30.34	45.51	60.68
10th 6 mo 90%	32.12	48.18	64.24

Swing/Grave	@ 1 1/2	@ Double	
1st 6 mo 40%	15.71	23.57	31.42
2nd 6 mo 50%	19.64	29.46	39.28
3rd 6 mo 55%	21.59	32.39	43.18
4th 6 mo 60%	23.55	35.33	47.10
5th 6 mo 65%	25.52	38.28	51.04
6th 6 mo 70%	27.48	41.22	54.96
7th 6 mo 75%	29.45	44.18	58.90
8th 6 mo 80%	31.41	47.12	62.82
9th 6 mo 85%	33.37	50.06	66.74
10th 6 mo 90%	35.33	53.00	70.66

JOURNEYMAN 100%	35.69	53.54	71.38
Foreman 10%	41.30	61.95	82.60
Gen Foreman 20%	46.91	70.37	93.82
Sr Gen Foreman 30%	52.51	78.77	105.02

39.26	58.89	78.52
45.43	68.15	90.86
51.60	77.40	103.20
57.76	86.64	115.52

Overtime 10.3

The overtime rate at one and one-half (1 1/2) will be computed at one and one-half (1 1/2) of the Total Package.

The overtime rate at double-time (2) will be computed at double (2) of the Total Package.

Local 290 Response Withdraw Proposal March 26

PMCA Proposal 7

Section 10.3: Overtime

- a) Time and one half shall be paid in excess of and eight (8) hour work day **or a 40 hour work week**. Sunday, Holidays and working over twelve (12) hours Monday through Friday and after 10 hours on Saturday shall be paid at double time, however, it shall also be acceptable, if mutually agreed upon in advance between the union and employer, to work an alternate shift work week at straight time (i.e., four (4) ten(10) hour work days).

Any loss of time can be voluntarily made up on Saturday, of the same workweek, at the base straight-time hourly wage rate plus applicable fringe benefit contributions, by mutual agreement between Employee and Employer. An employer may not layoff, discharge or discriminate against any employee for refusal to work on a Saturday make up day.

Overtime shall not be mandatory.

- c) If employees are asked to work overtime in excess of two hours, such meal periods shall be taken on the employer's time. ***All meals will be paid at the straight time rate.*** Meal periods shall be taken at the end of the regular straight time shift.(rest of c) remains same)

PMCA Response Stay with PMCA proposal.

Local 290 Response Keep existing MLA language

PMCA Withdraw Proposal March 26

ARTICLE X

HOURS OF WORK, OVERTIME AND SHIFT WORK

SECTION 10.4: HOURS OF LABOR - SHIFTS:

- a) A regular established work day on single shift operations shall be eight (8) hours of work per day and shall begin between the hours of 6:00 a.m. to 8:00 a.m. and end by 4:30 p.m. with one-half ($\frac{1}{2}$) hour unpaid meal. The regular work week for all employees covered by this Agreement shall be forty (40) hours per week.
- First** or regular day shift shall start at 8:00 a.m. ending at 4:30 p.m., an eight and one-half ($8\frac{1}{2}$) hour period less thirty (30) minutes for meals on the employees time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate. Starting time for regular day shift, other than 8:00 a.m. may commence between 6:00 a.m. and 8:00 a.m.
- Second** shift shall be an eight (8) hour period commencing at 4:30 p.m. and ending at 12:30 a.m. and thirty (30) minutes for mealtime which shall be included in the total of working hours. Pay for working a full second shift period shall be eight (8) hours pay at the regular hourly rate plus a ten percent (10%) premium based on ~~taxable wages.~~ **total package.**
- Third** shift shall be a seven and one-half ($7\frac{1}{2}$) hour period commencing at 12:30 a.m., ending at 8:00 a.m. and thirty (30) minutes for mealtime which shall be included in the total of working hours. Pay for working a full third shift period shall be eight (8) hours at the regular hourly rate plus a ten percent (10%) premium based on ~~taxable wages.~~ **total package.**

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

ARTICLE XI ECONOMIC PACKAGE

SECTION 11.6: DISPATCH POINTS, MILEAGE, TRAVEL TIME AND TRAVEL PAY:

- a) FREE ZONE - Local 290 will dispatch employees to a twenty (20) mile free zone radius from the Post Office in the center of the below listed cities:

Klamath Falls	Coos Bay (<i>commercial only</i>)	
Eugene	Bend (<i>commercial only</i>)	
Portland		Medford
Salem	Eureka (<i>commercial only</i>)	

PMCA Response Keep existing MLA language

Local 290 Response Stay with 290 proposal

SECTION 11.6: DISPATCH POINTS, MILEAGE, TRAVEL TIME AND TRAVEL PAY:

- b) Jobsites within twenty (20) miles of the city center of the above listed cities will be manned with no travel or subsistence pay.

PMCA Response Keep existing MLA language

Local 290 Response Stay with 290 proposal

Combined A & B onto same page.

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 26

**ARTICLE XI
ECONOMIC PACKAGE**

SECTION 11.6: DISPATCH POINTS, MILEAGE, TRAVEL TIME AND TRAVEL PAY:

- e) All travel time during the normal work day shall be paid at the employee's normal rate of pay. Travel time outside of the normal work day shall be paid at the Journeyman straight time wage rate only, ~~excluding including~~ fringe benefits, ~~not to exceed eight (8) hours in a twenty four (24) hour period.~~

PMCA Response Keep existing MLA language

Local 290 Response Stay with 290 proposal

Local 290 Response Withdraw Proposal March 24

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ARTICLE XII PAYDAY

SECTION 12.1:

a) EXCEPTION: Any Employer performing industrial plant shutdown maintenance work or testing welders (*where employees are hired for a short duration and then laid off, at odd hours, weekends or holidays, etc.*), may use the following procedure:

- 1)** In the event of layoff or termination at the end of a regularly scheduled shift, the employee will be paid those hours in full at the time of termination. In the event of a shutdown that may end on a weekend or holiday, the employee shall be paid at the job site through the last business day prior to the weekend or holiday.

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

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ARTICLE XII PAYDAY

SECTION 12.1:

- c) If an employee quits without notice, their paycheck is due within five (5) days, excluding Saturdays, Sundays and holidays, after the employee has quit, or at the next regularly scheduled payday after the employee has quit, whichever occurs first. If an employee quits and has given the Employer at least forty eight (48) hours notice, excluding Saturdays, Sundays and holidays, their paycheck is due immediately. If an employee is laid-off or is terminated by the Employer, their paycheck is due at the time of the lay-off or termination. If the Employer should fail to provide timely termination pay, the Employer shall pay a penalty of ~~two (2)~~ four (4) hours at straight time for each calendar day until the employee receives full pay.

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

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ARTICLE XII PAYDAY

SECTION 12.2: Any violation of Section 12.1:
~~Two hours~~ **Four (4)** hours pay at the straight time
rate for each day late including weekends.

PMCA Response Keep existing MLA language

Local 290 Response Withdraw Proposal March 24

ARTICLE XIV

NO STRIKE, NO LOCKOUT

SECTION 14.1: During the term of the Agreement, each of the signatory parties agrees that there will be no strikes, work stoppages, or lockouts by members of the Union or by the Employer over disputes over the terms and conditions of this Agreement, provided, however, the Union may strike where an Employer fails to pay wages in full and on time or the Union has been advised by the administrative office of the fringe benefit funds in accordance with the provisions within ADDENDUM "L" - EMPLOYEE BENEFIT FUNDS that an Employer is delinquent in the payment of fringe benefits. It shall not be a violation of the Agreement or of the no-strike clause if members of the Union refuse to work on a job or project that is subject to a picket cross any lawful picket line. It also shall not be a cause for discipline, discharge, or replacement.

Local 290 Response Stay with 290 proposal

PMCA Response States this is not "Legal" Will respond.

Local 290 Response Withdraw Proposal March 26

ARTICLE XVIII

HEALTH AND SAFETY PROVISIONS

SECTION 18.2: All Employers throughout the jurisdiction of this agreement must provide wash up facilities, facilities for meals, shelters for change of clothing, heat for drying same and proper toilet facilities and drinking water as required and outlined in Oregon Revised Statute 654.150. ~~If facilities do not meet Oregon Revised Statute 654.150 employees shall not be penalized for leaving the jobsite to find suitable facilities. The employee must notify job steward or supervision prior to leaving job-site.~~ Where work is such as to require boots, and other protective garments against oil, acids, chemicals and water, except that caused by rain or snow, Employers shall furnish same. Employers shall furnish, at no cost to employees, all welders' gauntlets, hoods, goggles, sleeved leather jackets, clean room gear, smoked and clear glasses, pliers, rules and safety gear. All OSHA, WISHA, customer, Contractor, or Master Labor Agreement required safety equipment will be provided by the Contractor, including ANSI and OSHA approved external toe protection. Employee may utilize personal hard toe safety boots that meet these standards. On jobs where five (5) or more employees are employed, a ~~secure~~ shed or shop must be provided to furnish shelter for employees, a place to change clothing, and where employees may eat their lunch. Heat must be provided for drying wet clothing, shoes, boots, etc., where weather or work is such as to require drying of clothing to prevent employees being required to put on wet overalls the following day; or eat out in the cold or rain; and in all cases shall not be required to eat lunch or change clothing in a tool or cement shed. ~~Where steel toed boots are required the compensation to the employee will be determined at the pre-job. If no pre-job or agreement is reached the compensation shall be \$150.00 One Hundred and Fifty Dollars~~

PMCA Response Keep existing MLA language

Local 290 Response Keep 290 proposal. Reduce to \$125.

Local 290 Response Withdraw Proposal March 26

PMCA Proposal 9

Section 23.4: IRC

If local facilities to settle disputes over wages, hours or working conditions have failed to reach a settlement, both parties agree to submit the disputes to the Industrial Relations Council for the Plumbing and Pipefitting Industry, further agree that all terms and conditions in full force and effect pending the final decision by the Industrial Relations Council.

PMCA Response We are willing to discuss an alternative to the IRC. In Lieu of using the IRC, and in an effort to reach agreement, secure jobs and preserve market share the PMCA proposes the following.

For a period of 60 days, following the expiration of the contract, if no agreement has been reached the parties will use the assistance of a mutually agree upon mediation, arbitration and/or other 3rd party to assist in reaching an agreement.

Local 290 Response No to settling disputes by 3rd party.

PMCA Withdraw Proposal March 26

PMCA Proposal 11

Rules and Regulations

Section 1.15 Hiring Hall Procedures

F) Employer Work Orders and Rejections 10) Applicants who fail to meet pre-employment qualifications or competency test two (2) consecutive referrals in a row shall be required to take the required journeymen class and show proof before being referred in that competency again.

PMCA Response

Welding/Brazing after “competency test”.

Local 290 Response

No. We already have in place. UA/290
Weld/Braze Certification

PMCA Response Withdraw Proposal March 24

PMCA Proposals 13

Rules and Regulations

Section 1.15 Hiring Hall Procedures

H) Travel Cards Issued by the Union:

- 3) When an applicant using his/her travel card issued by the Union fails to meet pre employment qualifications or competency test more than two (2) consecutive referrals in a row. Said applicant is required to seek training and show proof of competency or applicant shall be removed and lose their position on the Hiring Hall Register.

PMCA Response

Welding/Brazing after “competency test”.

Local 290 Response

No. We already have in place. UA/290
Weld/Braze Certification

PMCA Response Withdraw Proposal March 24

PMCA Proposal 14

Addendum C

3. Stand By Pay (On Call Pay)

For regularly established service shops offering seven days per week, twenty-four hours per day service, no "On Call" or "Stand by" pay shall be required provided that no employee be required to be on stand by or on call more that one week per four week period and that stand by or on call be equally rotated at one week intervals, when these conditions cannot be met and an employee is required by the employer to be on call or stand by beyond the regular shift, that employee shall receive:

- A. One (1) hour shall be paid to that employee for each weekend day on stand by.
- B. One half (1/2) hour shall be paid to that employee for each week day on stand by.
- C. The rate shall be computed at the current Journeyman's normal straight time rate of pay, excluding fringe benefits.

Local 290 Response

No. Stay with existing Addendum C language.

PMCA Response

Add D

- d) The participation in on call rotations shall be voluntary and refusal to participate shall not be cause for dismissal.

PMCA Response Withdraw proposal. March 22