

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

April 1, 2009 – March 31, 2011

UNITED ASSOCIATION

April 1 2009 - March 31 2011 AGREEMENT INDEX

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**MASTER LABOR AGREEMENT
OF THE
UNITED ASSOCIATION LOCAL UNION 290**

PREAMBLE

It is mutually understood that the public can be best served and progress maintained and furthered, in the Plumbing and Pipe Fitting Industry, only if there is a sound, reasonable and harmonious, working arrangement between the Employer and Employee. This Agreement, therefore, is made and entered into by and between the **Plumbing and Piping Industry Council (PPIC) dba The Plumbing and Mechanical Contractors Association (PMCA)** (*hereinafter referred to as "Association,"*) and **Local 290 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada** (*hereinafter referred to as "UNION"*).

**ARTICLE I
RECOGNITION**

SECTION 1.1: The Association and its member Employers who have assigned bargaining rights to the Association hereby recognizes Local 290 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada as the sole and exclusive bargaining representative for all their employees performing any work covered by this Agreement and employed by the Employer in the area described in ARTICLE III.

SECTION 1.2: The Union hereby recognizes Plumbing and Mechanical Contractors Association as the sole and exclusive bargaining representative for all of its Employers who have assigned bargaining rights to the Association or who, during the term of this Agreement assign bargaining rights to the Association.

SECTION 1.3: The Association, and its member Employers, who have assigned bargaining rights to the Association, or who do assign bargaining rights to the Association, during the term of this Agreement, and Local 290 agree that there is established by this Master Labor Agreement a multi-employer bargaining unit.

The Association and its member Employers who have assigned bargaining rights to the Association have determined, BOTH individually and collectively, on the basis of objective and reliable evidence, that a clear majority of the Employees employed by each member Employer who have assigned bargaining rights to the Association and who perform work covered by the Master Labor Agreement, have designated, are members of and represented by Local 290 for purposes of collective bargaining. Local 290 claims and the Association and its member Employers who have assigned bargaining rights to the Association unconditionally acknowledge, agree and recognize Local 290 as the exclusive bargaining representative, pursuant to Section 9(a) of the National Labor Relations Act, for all Employees performing work on all present and future jobs within Local 290's craft and geographic jurisdiction as described in the master Labor Agreement.

ARTICLE II DEFINITIONS

SECTION 2.1: The term "Association" shall mean the Plumbing and Mechanical Contractors Association. A schedule of the members of the Association shall be furnished to the Union at the signing of this Agreement, and during the term of this Agreement, the Union shall be promptly notified by the Association of the acceptance and assignment of bargaining rights by any new members of the Association and of the withdrawal of any bargaining rights by members of the Association.

SECTION 2.2: The term "Employer, Employers, or Contractors" as used herein shall mean any individual, partnership, firm, entity, or corporation, whether public or private, which is signatory to or bound by this agreement or becomes signatory to or bound by this Agreement.

SECTION 2.3: The term "Union" as used in this Agreement shall mean Local 290 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO.

SECTION 2.4: The term "Employee or Employees" as used in this Agreement shall mean any employed person or persons covered by this agreement.

SECTION 2.5: The term "Authorized Representative" shall mean any representative designated by the Association to act on its behalf and/or the Business Manager/Financial Secretary-Treasurer of the Union or other representative designated to act on the Union's behalf.

SECTION 2.6: The term "Apprentice" shall mean an individual enrolled in an apprenticeship program offered through the United Association Local 290 Apprenticeship and Journeyman Training Trust Fund.

SECTION 2.7: SUBCONTRACTORS:

- a) The term "Subcontractors" as used herein shall refer to any person, firm, or corporation, who agrees, orally or in writing, to perform or who in fact, performs for or on the behalf of an Employer any part or portion of work covered by this Agreement.
- b) Employers shall not contract plumbing and piping work covered by this Agreement to be done at the site of the construction alteration, or repair of a building, structure or other work to any person, firm, or company who does not have an existing labor agreement with the Union covering such plumbing and piping work.
- c) SECTION A AND B, inclusive of this ARTICLE, shall apply only to jobsite construction work. In regards to plumbing and piping shop work, Employers shall not subcontract or sublet any shop work covered by the provisions of this Agreement, unless the Employer to whom the work is subcontracted is signatory to a U.A. Agreement. All catalog items such as clamps, U-bolts, etc., may be purchased from any source at the option of the Employer. Installation of such items shall be covered by the terms of this Agreement.

**ARTICLE III
GEOGRAPHICAL JURISDICTION**

SECTION 3.1: The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the local union by the United Association. This jurisdictional area is currently bounded as follows:

Beginning at the point where the Columbia River Ship Channel enters the Pacific Ocean; thence east up the Columbia River Ship Channel to a point two and one-half (2½) miles south of the City of Woodland, Washington; thence on a straight line east to the intersection with the west boundary line of Klickitat County, Washington; thence south on the Klickitat County line to the southwest corner of Klickitat County; thence east to the point directly north of the Deschutes River; thence south to the south bank of the Columbia River; thence east along the south bank of the Columbia River to the west boundary line of Morrow County, Oregon; thence south along the west boundary line of Morrow County, and the east boundary of Wheeler County, Oregon, to a point due west of Dayville, Oregon; thence due east on an airline through Dayville to a point approximately five (5) miles north of John Day, Oregon; thence south to a point five (5) miles east of Burns, Oregon; and three (3) miles south of Burns, Oregon; thence south westerly on a straight line to the Lake-Harney County line at Wagontire; thence south on the Lake-Harney County line to the Oregon/Nevada borderline; thence west on the southern Oregon State Line to the town of New Pine Creek on the Oregon/California border; thence southwest in an airline to Perez, California; thence in an airline west to Mt. Heburn, California; then northwest in an airline to where the Jackson-Klamath County line intersects the California State Line; thence west on the southern Oregon State border to the Pacific Ocean; thence north along the Oregon coastline to the ship channel of the Columbia River, the point of beginning.

The area covered by this Agreement shall also include all of Humboldt and Del Norte Counties in the State of California pertaining to work under the jurisdiction of Local Union 290.

All off shore installation of any kind off the coast of the area covered by this Agreement and outside the limits of the State of Oregon, shall be presumed to have been performed in the State of Oregon, and Employers shall be required to make all withholdings and wage deductions in accordance with the laws of the State of Oregon and Local 290.

NOTE #1: It being definitely understood that any Columbia River development project between the point where the Deschutes River enters the Columbia River and the west Morrow County line shall not be within the territorial jurisdiction of Plumbers and Steamfitters Local 290.

NOTE #2: Subject to United Association clarification of geographic jurisdiction.

**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, 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.

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

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent 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, 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. All 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.
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, fittings, and lawn sprinkler heads.
10. 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.
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 bars, 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, refrigerating, air conditioning, manufacturing, mining and industrial work.
23. 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.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and byproducts and refining of same, for any and all purposes.
25. 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.
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, smoke detection piping and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
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 for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying and dehydrating by any method, and the charging, testing, and 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, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers, and boilers and cooking 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 all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit 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, 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, bending and fabricating of all pipework 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 purposes, 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 operation, maintenance, repairing, servicing, and dismantling of all work installed by journeymen and apprentices of the United Association.
49. 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.
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, usable in the pipe fitting industry, regardless of size or shape.
51. All flushing of piping systems and/or equipment defined herein.
52. All testing and start-up of piping systems and/or equipment defined herein. Test is defined as pressure and/or hydrostatic on systems defined herein.
53. All servicing of HVAC or control instrumentation and control systems whether pneumatic, electric, electronic or fiber optics, when used in conjunction with heating, ventilating, air conditioning, refrigeration, pressure piping, power piping, and all other systems contained in this article.
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. Assembly of such products shall be the work of the United Association.
55. The installation or removal of all process tools, pedestals, tool supports, tool bases, restraints, etc., in the electronics industry.
56. All evac piping, including but not limited to suction, discharge, headers, and exhaust when

when the exhaust is solely comprised of spent gases; including medical vacuum, medical evac, evac of condensate, and evac of sanitary waste.

57. All fiber optics in plumbing, heating, air conditioning, refrigeration, power piping or process piping systems and related equipment.

58. All installation and field layout of Breathing air as well as High Pressure Breathing Air for SCBA. (Self Contained Breathing Apparatus i.e.: Fire Dept.) Excluding design, equipment sizing and selection.

- b) Work agreed to by National President's jurisdictional agreements and attested to by the Building and Construction Trades (B&CT) of the AFL-CIO and;
- c) Any additional United Association work agreed to by National President's jurisdictional agreements and attested to by the B&CT of the AFL-CIO currently and in the future which may be executed. The Association will be promptly advised in writing by the Union, when any new National Presidential jurisdictional agreements are executed by the UA.

SECTION 4.2: Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by any employees covered by this Agreement.

SECTION 4.3:

- a) The operation of pumps, air compressors, and welding machines, when used in conjunction with work covered by this Agreement, shall be done by any employees covered by this Agreement.
- b) The testing of all plumbing and pipe fitting systems, or component parts thereof, shall be done by any employees covered by this Agreement.
- c) The operation of all systems and equipment installed by employees represented by the Union while under the control of the Employer unless the Employer is required to allow utilization of the system or equipment by the terms of this contract, shall be done by any employees covered by this Agreement.

SECTION 4.4:

- a) Jurisdictional disputes are defined as conflicting claims of work assignments overwork by two or more unions.
- b) It is understood that jurisdictional claims are subject to existing trade agreements, final decisions of the B&CT, of the AFL-CIO, and decisions rendered by the National Joint Board for the settlement of Jurisdictional Disputes.
- c) In the event a jurisdictional dispute shall arise and Local 290 and the other Union involved in the dispute are members of the Affiliated Trades Council, Local 290 and the other Union involved will submit the dispute to the Affiliated Trades Council for resolution. Local 290 and the Employer agree to abide by the jurisdictional award or decision rendered by the

Affiliated Trades Council. In the event the jurisdictional award or decision rendered by the Affiliated Trades Council is subsequently voided, overruled or subject to a conflicting decision by the Presidents or their representatives of the International Unions involved in the jurisdictional dispute or a final decision of the Building & Construction Trades Council of the AFL-CIO, Local 290 and the Employer shall abide by the decision of the Presidents or their representatives of the International Unions or the Building & Construction Trades Council of the AFL-CIO. The decision of the Presidents or their representatives of the International Unions or the Building & Construction Trades Council of the AFL-CIO shall have a prospective application only. Local 290 shall indemnify and hold harmless an Employer for any and all damages, claims or liabilities incurred under this Agreement because the Employer has followed a decision of the Affiliated Trades Council up to the date the decision of the Affiliated Trades Council is voided, overruled or subject to a conflicting decision by the Presidents or their representatives of the International Unions or the Building and Construction Trades Council of the AFL-CIO.

- d) The signatory employer will only be bound by this agreement for the scope of work that they have been contracted to perform.

SECTION 4.5: There shall be no work stoppage because of jurisdictional disputes.

ARTICLE V UNION SECURITY

SECTION 5.1: It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing.

SECTION 5.2: Those employees who are performing construction work covered by this Agreement and who are not members on the effective date of this Agreement shall, on the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees who are performing construction work covered by this Agreement and hired on or after its effective date shall, on the eighth (8th) day following the beginning of such employment, become and remain members in good standing in the Union.

SECTION 5.3: Those employees who are performing shop work covered by this Agreement and who are not members of the Union on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees who are performing shop work covered by this Agreement and are hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

SECTION 5.4: The Employer shall terminate any employee when the Union through its business representative serves written notice that such employee be removed from his/her job for non-payment of or failure to tender initiation fees and dues, and such written notice of removal will be recognized and accepted by the Employer(s) which agree to remove the named employee(s) from all work covered by this Agreement.

SECTION 5.5: The Employer shall inform present employees of these conditions and future employees at the time they are employed. The Employer shall report new hires to the Union in a manner which shall be arranged between the Employer and U.A. Plumbers and Steamfitters Local Union 290.

SECTION 5.6: At the sole discretion of the Employer, the Employer may honor the written request of an employee to have a specified amount of money deducted from his or her net pay on a weekly basis to be applied to his or her Local 290 initiation fee. The minimum weekly deduction an employer may honor is fifty dollars (\$50). The Employer shall issue a check payable to Local 290 for the money withheld from the pay of the employee(s) on a monthly basis. The check shall be accompanied by a transmittal sheet listing the name(s) of the employee(s) for whom such payment is being made and the amount of the payment for each employee.

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.

**ARTICLE VI
REFERRAL AND HIRING PROCEDURES**

SECTION 6.1: The rules and regulations for the referral and hiring procedure shall be established by the Joint Hiring Committee, as detailed in a document entitled the "Rules and Regulations for the Referral and Hiring Procedures for Plumbers and Steamfitters, Local 290", and are adopted as part of this agreement by Addendum "A" to this agreement. These rules and regulations will be under the direct supervision of the Business Manager of the Union, acting for the Joint Hiring Committee, and may be altered at any time by mutual agreement of the parties to the agreement.

SECTION 6.2: Apprentices and the administration of the local apprenticeship system shall be governed by the term and procedures established by the Joint Apprenticeship Committee.

SECTION 6.3: DISCHARGE:

- a) The Employer may discharge for any just and sufficient cause, subject to the grievance procedures set forth in ARTICLE XV in this Agreement.
- b) When employees are discharged or laid off, the Employer will furnish the Union and the employee with a termination or layoff slip as illustrated in Addendum "A" of this labor agreement.
- c) When employees are discharged for cause, the Employer will check the reason(s) for the discharge on the termination form provided by the PMCA. If "other" is checked, the reason for termination must be stated. An employee discharged for cause will be immediately given his paycheck along with termination slip stating reason for termination. Any termination slip not submitted or not stating the reason for discharge shall be considered reduction of force.

**ARTICLE VII
MANAGEMENT RIGHTS**

SECTION 7.1: It is the intent of all parties to this Agreement that the employee will furnish a full, fair days work for a days pay.

SECTION 7.2: Management shall have the prerogative of controlling its operations, introducing new or improved methods or facilities and changing methods or facilities, subject to the limitations set forth in this Agreement.

SECTION 7.3: The Union shall not sanction any employee performing any plumbing, heating, cooling, or pipe work, after his/her regular hours for other than his/her current employer.

ARTICLE VIII SUCCESSORSHIP

SECTION 8.1: SUCCESSORSHIP In the event the Employer's business is sold, transferred or merged, the business shall continue to be subject to the terms and conditions of this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee or assignee. Such notice shall be in writing with a copy to the Union and shall be given prior to the time of the sale, transfer or assignment. In the event that the Employer fails to require the purchaser, transferee or assignee to assume the obligations of this Master Labor Agreement, the Employer shall be liable to the Union and to the employees for all damages sustained as a result of the failure to require the assumption of the terms of this Agreement, but shall not be held liable after the purchaser, transferee or assignee has agreed to assume the obligations of this Agreement.

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:

a) FOREMAN:

- 1) Foremen shall take orders from individuals designated by the Employer.
- 2) Foremen shall be required on the indicated crew sizes as follows:
 - a. Three (3) through eleven (11) workers - Must be One (1) Foreman;
 - b. A Foreman supervising six (6) or fewer employees may, at the discretion of the employer, be a working Foreman;
 - c. A Foreman supervising seven (7) or more employees shall be a non-working Foreman.
 - d. No Foreman shall supervise more than ten (10) men;
 - e. Twelve (12) through twenty-two (22) workers – Must be two (2) Foremen;
 - f. Twenty-third (23rd) man must be a General Foreman, and his duties shall be limited to those of supervision.
 - g. Twenty-fourth (24th) worker shall be a Foreman and each eleventh (11th) worker thereafter shall be a Foreman;
 - h. No General Foreman shall supervise more than forty-four (44) men;
 - i. At the sole discretion of the Employer the 91st man can be assigned as a non working Senior General Foreman.

j. No Senior General Foreman shall supervise more than one hundred eighty (180) men.

b) General Work Rules:

- 1) A Foreman who starts on a job, rating a Foreman, shall receive the Foreman's rate for all work on that day.
 - a) Where a Foreman, General Foreman, or Senior General Foreman is absent from the jobsite for more than one-half shift, an alternate shall be designated and paid the appropriate premium for hours worked in that position, but only if a Foreman or General Foreman is otherwise required. Employers shall not use job site absence to circumvent the supervision provisions of this Section.
 - b) No Senior General Foreman, General Foreman, or Foreman working or non-working shall replace a UA "A" card apprentice or "A" card journeyman for the purpose of working overtime.
- 2) Where work is contracted for, or otherwise arranged for, by Employers who are parties to this Agreement, but, which is to be performed outside the jurisdiction of the Union, a Foreman may be sent by the Employer to such job, and he/she shall receive the higher of the two (2) wage and benefit packages and shall be a member of Local 290.
- 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 of business and be furnished with adequate tools and equipment to perform work as defined above.
 - a) There shall be no limit on production by the worker nor restrictions on the full use of tools or equipment. Craftspersons using tools shall perform any of the work of the trade. There shall be no restriction on efficient use of manpower other than as may be required by safety regulations.
 - b) Daily shop and job reports shall be made out before regular quitting time.
 - c) Any Journeyman assigned as "*Estimator*" shall receive the Journeyman rate of pay and all fringe benefits.
- 4) Laborers shall not be assigned any work covered by this Agreement.
- 5) No employee, without the approval of the Union, will be allowed to be loaned from one (1) Employer to another Employer. After an employee has worked for one (1) shop or firm for a continuous work week, he/she shall not work for another firm until his/her employment has been terminated with the first shop or firm.

- 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 Journeyman and Apprentices working under each Foreman.
- 7) No employee covered by this Agreement will be allowed to contract, sub-contract, do piece work, or solicit work in the trade. This is subject to the provisions of the Hiring Hall Agreement.

c) STEWARD'S RULES:

- 1) Shop or Job Stewards shall be appointed by the Business Manager of the Local Union.
- 2) The Business Representative or Steward shall be allowed access to all places where employees covered by this Agreement are employed.
- 3) Job and Shop Stewards shall be allowed reasonable time for the performance of their duties, and in no case shall a Steward suffer discrimination because of such performance of duties.
- 4) The Union will forward a letter identifying the assignment of each jobsite steward when dispatched or designated to perform in this capacity.
- 5) Before a Shop Steward is terminated for any reason, except cause, the Union shall be so notified 24 hours prior to the termination.
- 6) Before a Shop Steward is transferred for any reason the Union shall be notified 24 hours prior to the transfer.
- 7) The Steward shall be the last journeyman on the job, if qualified and satisfactorily performing the work.
- 8) The local union appointed Shop Steward shall be notified when any overtime is required. The Shop Steward shall be the first person asked to work overtime if additional manpower is required on the crew and the Steward is qualified. If the Shop Steward is not going to work the overtime he shall appoint a temporary Steward on the overtime crew.
- 9) New hires and transfers shall be introduced to the job steward by the Employer in the

the first week on the jobsite when feasible.

SECTION 9.2: An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to any condition, will receive two (2) hours pay at the appropriate rate for reporting time (*including travel pay and/or subsistence*). After starting to work and work is stopped because of any conditions, the employee shall receive pay for the actual time on the job, but not less than two (2) hours wages. No reporting pay will be paid if the employee leaves work, prior to the starting time, of their own accord.

The Employer shall have the sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

SECTION 9.3:

- a) When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases employees will be compensated only for the actual time worked.
- b) If an Employer has knowledge that work will not be available for an employee at the beginning of the shift and fails to make a reasonable effort to pre-notify the employee, then the Employer shall be responsible for the wages, travel pay and/or subsistence pay per Section 9.2.

SECTION 9.4: TOOLS

- a) All tools, equipment, etc. necessary for a job shall be furnished by the Employer. No workman shall be required or permitted to supply, lease, rent, or lend by any means of conveyance, tools, equipment, etc. provided that a workman may (*but shall not be required to*) furnish his own welding hood or appropriate calculator. The Employer shall furnish clear glass for hoods and goggles, and shall furnish hard hats, safety, and all other required tools, equipment or protective boots or clothing to workmen for their protection.
- b) The Employer shall furnish all tools, equipment, etc., needed and stamp or paint such tools with a proper mark for identification purposes.
 - 1) The Employer shall furnish all tools, equipment, etc., required in the performance of assigned work. The employers may furnish to their UA employees hand tools contained in a locking toolbox. It is understood that the employee is responsible for the proper care and use of the tools of his craft. Failure to do so shall be just and sufficient cause for termination.
 - 2) Tools equipment, etc., furnished by the Employer shall be the property of the Employer during the course of employment. Tools furnished shall be subject to inspection by the Employer at all reasonable times.
 - 3) Tools, equipment, etc., which are broken or become worn out shall be replaced by the Employer, at no cost to the Employee.
 - 4) Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer.
 - 5) All of the Employers' trucks used in the plumbing and pipefitting business (*whether leased or otherwise*) shall bear the name of the Employers' firm on both sides.

- c) On-the-job tool rooms will be handled by employees covered by this Agreement.

SECTION 9.5: Pre Job Meeting A pre-job meeting shall be held prior to the commencement of any work requiring a General Foreman or 23 individuals dispatched by Local 290. Non-Compliance is subject to the grievance procedure with a maximum fine of \$500. The first 2 offenses will not be any more than \$250 per offense. All understandings reached at the pre-job meeting shall be set forth in writing in a pre-job meeting report. If a subcontractor is being used by the Employer on a particular job or project for work covered by this Agreement, the Employer shall notify the Union of the name and address of the subcontractor

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.
- 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.
- c) Where free parking is not available within four (4) blocks of the jobsite, yet pay parking is available, the Employer will reimburse the employee for parking. The Employer may require receipts. Reimbursement of receipts shall occur within 14 calendar days following submittal of receipts.
- d) A city block shall be defined as 300 feet.

SECTION 9.7: Uniforms The Employer shall pay for required uniforms and shall pay for the professional laundering of uniforms if required by the Employer.

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. Specific details shall be established by agreement by a pre-job meeting prior to commencement of work. The parties reaffirm the policy of a fair days work for a fair days wage.
- b) Meal breaks shall be established within one (1) hour of the mid-time of the shift, or as agreed upon in the pre-job meeting.
- c) Employees may take a work break of ten (10) minutes, without deduction from their pay, during each segment of four (4) hours of work. The work break time shall be in addition to and taken separately from the time allowed for the usual meal period. It shall not be added to the end of the shift. There will be no objection to the employees taking a personal thermos to assigned work area.

SECTION 10.2: WORK WEEK: The work week will be from 6:00 a.m. Monday to 4:30 p.m. on Friday.

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*).

Overtime shall not be mandatory.

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

The Employer has the option of:

- Providing the meal, and pay ½ hour to eat same, or
- Reimbursing the employee ½ hour for the cost of the meal and 1/2 hour for time to eat same.

In addition, employees working overtime shall receive a lunch period of (½) hour after each

four hours worked. It is understood that a lunch period may only be taken if work continues after each such meal period.

- d) An overtime premium pay will continue until they are released for a rest period of eight (8) or more hours.

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 (½) 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 ½) 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.

Third shift shall be a seven and one-half (7½) 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.

If three shifts are worked, the Employer and the Union shall establish mutually acceptable hours for shift work, considering among other things the schedule of shift work of the related crafts in the Local Building Trades area in which the job is located.

- b) Shifts: Shift work may be performed at the option of the Employer. In the event the second or third shift or any regular work day shall extend into a holiday, employees shall be paid at the regular shift rate.
- c) The Employer will notify the Union, in writing, requesting permission for any deviation in shift work, overtime provisions, or regular hours of work in this Article, naming the job and approximate duration of the work involved.

SECTION 10.5: LEGAL HOLIDAYS shall consist of:

- | | |
|-------------------|-------------------------------|
| 1. New Years Day | 5. Veteran's Day |
| 2. Memorial Day | 6. Thanksgiving Day |
| 3. Fourth of July | 7. Day after Thanksgiving Day |
| 4. Labor Day | 8. Christmas Day |

**ARTICLE XI
ECONOMIC PACKAGE**

SECTION 11.1: JOURNEYMEN - Commercial and Industrial wage and fringe rate for Building Trades Journeyman in the State of Oregon, S.W. Washington and Northern California covered by the jurisdiction of Local 290 as assigned by the United Association and any future area assigned shall be as follows:

TOTAL PACKAGE - April 1, 2009 through March 31, 2010

	<u>Wage</u>	<u>L-Pen</u>	<u>N-Pen</u>	<u>H&W</u>	<u>R.H&W</u>	<u>Train</u>	<u>PMCA</u>	<u>Sch.</u>	<u>Educ.</u>
JOURNEYMAN	35.69	6.60	1.25	7.89	1.57	1.05	.20	.07	.16
FOREMAN - (10% over J/M)	41.14	6.60	1.25	7.89	1.57	1.05	.20	.07	.16
GEN. FOREMAN - (20% over J/M)	46.59	6.60	1.25	7.89	1.57	1.05	.20	.07	.16
SR GEN. FOREMAN (30% over J/M)	52.03	6.60	1.25	7.89	1.57	1.05	.20	.07	.16

Hourly monetary increases in the total wage and fringe package for the life of this agreement are effective on the dates indicated below:

- April 1, 2010 One Dollar and Sixty Cents (\$1.60)
\$1.40 to the Local Pension and 20 cents TBD

Special Notes:

1. Employer agrees to deduct and forward voluntary U.A. 290 PAC contributions.
2. Union to notify Employers of exact distribution of increases at later date.

SECTION 11.2: UNION DUES:

- a) DUES I CHECK-OFF for all employees of Local 290 will be two percent (2%) of the BASIC wage inclusive of overtime. If the UA 290 constitution and by-laws are revised this article will be amended to match the by-laws.
- b) DUES II CHECK-OFF for all employees working under the Local 290 Master Labor Agreement will be ninety cents (90¢) per hour effective April 1, 2009. If the UA 290 constitution and by-laws are revised this article will be amended to match the by-laws. (Industry Advancement Fund) (*No Dues II deduction for Apprentices.*)

SECTION 11.3: FOREMAN PREMIUMS:

- a) FOREMAN rate will be Ten percent (10%) of total package per hour above the Journeyman rate.
- b) GENERAL FOREMAN will be Twenty percent (20%) of total package per hour above the Journeyman rate.
- c) SENIOR GENERAL FOREMAN rate will be Thirty percent (30%) of total package per hour above the Journeyman rate.

SECTION 11.4: APPRENTICES: Rates per hour

APRIL 1, 2009 TO MARCH 31, 2010

<u>% OF CURRENT JOURNEYMAN SCALE</u>	<u>WAGE</u>	<u>L-PEN</u>	<u>N-PEN</u>	<u>H&W</u>	<u>RH&W</u>	<u>TRAIN</u>	<u>PMCA</u>	<u>SCH.</u>	<u>EDUC.</u>
40% 1 st 6 Mo's Prob	14.28			7.89	1.57	1.05	.20	.07	.16
50% 2 nd 6 Mo's Prob.	17.85			7.89	1.57	1.05	.20	.07	.16
55% 3 rd 6 Mo's	19.63	3.30	0.63	7.89	1.57	1.05	.20	.07	.16
60% 4 th 6 Mo's	21.41	3.63	0.69	7.89	1.57	1.05	.20	.07	.16
65% 5 th 6 Mo's	23.20	3.96	0.75	7.89	1.57	1.05	.20	.07	.16
70% 6 th 6 Mo's	24.98	4.29	0.82	7.89	1.57	1.05	.20	.07	.16
75% 7 th 6 Mo's	26.77	4.62	0.88	7.89	1.57	1.05	.20	.07	.16
80% 8 th 6 Mo's	28.55	4.95	0.94	7.89	1.57	1.05	.20	.07	.16
85% 9 th 6 Mo's	30.34	5.28	1.00	7.89	1.57	1.05	.20	.07	.16
90% 10 th 6 Mo's	32.12	5.61	1.07	7.89	1.57	1.05	.20	.07	.16

- HEALTH & WELFARE, TRAINING CONTRIBUTIONS to be the same as Journeyman.
- Union to notify Employers of exact distribution of future increases at a future date.

Special Note - Apprentice Vacation Pay: Apprentices shall not have Vacation Pay deducted during Periods 1 and 2. \$.50 shall be deducted during Periods 3 and 4. \$1.00 shall be deducted during Periods 5 and 6. \$1.50 shall be deducted during Periods 7 and 8, and the appropriate Journeyman rate to a maximum of two dollars (\$2.00) for periods 9 and 10.

1) APPRENTICESHIP AND TRAINING

- a) Local 290 and the Association jointly believe that it is of the utmost importance to the Plumbing and Pipefitting Industry that the current apprenticeship and training program be utilized to its maximum to provide quality training programs for all segments and areas of the industry in order to qualify and maintain a skilled work force. To that end, Local 290 and the Association agree to the following agenda:
- b) **JOINT APPRENTICE AND JOURNEYMEN TRAINING COMMITTEES** to establish rules and regulations for required training.
- c) It is understood that working conditions governing Journeymen shall also apply to apprentices.
- d) Apprentices shall not be allowed to work on any work without the supervision of a Journeyman.
- e) It shall be mandatory that all apprentices attend their respective training classes.
- f) All Employers signatory to this Agreement shall have one (1) Journeyman employed before being allowed any apprentices.
- g) The minimum approved apprenticeship standards of the Oregon, Washington and California State Apprenticeship Councils are agreed to and are made a part of this Agreement.

SECTION 11.5: JOURNEYMAN CERTIFICATION:

Each Journeyman of Local 290 shall attend training classes as given by the Training Committee during the school year to keep themselves upgraded to the industry needs.

- a) All Journeymen must complete twenty-four (24) hours per year of related training.
- b) Only those employees who satisfactorily complete the above annual training will be eligible to receive any Educational Reimbursement compensation.

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	Eugene
Bend (<i>commercial only</i>)	Portland	Medford
Salem	Eureka	

Note: Any additional geographical area awarded to Local 290 by the United Association shall become part of this jurisdiction.

- b) Jobsites within twenty (20) miles of the city center of the above listed cities will be manned with no travel or subsistence pay.
- c) Contractors located outside the above listed cities have additional free zone of twenty (20) miles from city center of shop location.
- d) Travel Pay: Effective-4/1/09

20 – 35 miles	\$15.00
35 – 50 miles	\$35.000
Over 50 miles	\$69.50
- 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 fringe benefits, not to exceed eight (8) hours in a twenty-four (24) hour period.
- f) All transportation or car fare during working hours must be furnished by the Employer. All vehicles furnished by the Employer are to be adequately insured. No employee shall be allowed to use his/her own motor vehicle for the transportation of tools or material of the trade.
- g) All job related expenses of employees incurred in the performance of their on-the-job duties shall be paid for by the employer: i.e., telephone calls, bridge tolls, and authorized parking.

ARTICLE XII PAYDAY

SECTION 12.1: Each Employer shall pay his employees on Friday for the previous weeks' work. Payday is on Friday except that employees working swing shift shall be paid before their shift ends on Thursday. The work week is Monday through Sunday. It is understood, layoff is payoff.

- 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.
 - 2) If the layoff or termination occurs other than the end of a regularly scheduled shift, the employee will be paid any additional hours by noon on the following regular business day.
 - If requested by the employee, the check will be mailed to the employee.
 - If mailing is not requested by employee, the check for additional hours, shall at the Employer's option be:
 - Made available at the jobsite or
 - The Employer's place of business or
 - Forwarded to UA Local 290's Business Office
- b) 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) hours at straight time for each calendar day until the employee receives full pay.
- c) A completed termination slip as shown in the HIRING AND REFERRAL PROCEDURES ADDENDUM "A" will be provided to employee.
- d) Employees working a schedule of four (4) ten (10) hour days (Monday through Thursday) shall be paid on Thursday.

SECTION 12.2: Any violation of Section 12.1: Two hours pay at the straight time rate for each day late including weekends.

SECTION 12.3: If an Employer provides for direct deposit of paychecks for their administrative employees, direct deposit will be made available to Local 290 represented employees.

SECTION 12.4: If an Employer provides for credit union deductions from the paychecks of administrative employees, Local 290 Credit Union deductions will be made available to Local 290 represented employees.

**ARTICLE XIII
FABRICATION**

SECTION 13.1: The parties agree that this ARTICLE is a material and substantial part of this Agreement, establishing terms of employment, and that the breach of any provision of this ARTICLE or ARTICLE IV constitutes a substantial breach of the Agreement. The parties agree that, upon a breach of this ARTICLE or ARTICLE IV, either party may, at its option, seek enforcement by judicial determination or by other judicial relief that it deems appropriate or it may submit the violation of this ARTICLE to arbitration in accordance with ARTICLE XV.

SECTION 13.2: All pipe, at the option of the Employer, may be fabricated on the job or in a shop by employees, who are covered by this Agreement.

**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 cross any lawful picket line. It also shall not be a cause for discipline, discharge, or replacement.

SECTION 14.2: This no strike, no lockout commitment, is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement.

SECTION 14.3: There shall be no illegal strikes, work stoppages, or lockouts.

**ARTICLE XV
GRIEVANCE PROCEDURE**

SECTION 15.1: In the event of any dispute between parties of this Agreement, as to the rights and/or obligations under this Agreement, a representative of Local 290 and a representative of the Employer shall be immediately notified. Every effort possible shall be made by these individuals to settle the dispute, thereafter the subsequent provisions of this ARTICLE are invoked.

SECTION 15.2: In the event that a dispute is not settled under the provisions of Section 15.1, it shall be referred in writing to the Joint Grievance Committee composed of representatives of the Union and representatives of the Association. Said Committee shall meet on a monthly basis and will hear grievances following receipt of written notice to the Union and the Association from either of the parties to the dispute. The grievance hearing before the Committee shall be informal and attorneys shall not be allowed to represent the Union, an Employer, or the Grievant and shall not be allowed in the hearing room as a representative of the Union, an Employer, or the Grievant. The Committee shall issue a written decision within five (5) working days following its meeting. A unanimous decision of the Joint Grievance Committee shall be final and binding on the parties. A non-unanimous decision of the Joint Grievance Committee shall become final and binding after fourteen (14) calendar days from the date of the Grievance Decision Letter. Therefore, any appeal of the decision must be made in writing to the Industrial Relations Council prior to the expiration of this fourteen (14) calendar day period. Time limits in this Section may be extended by mutual agreement of the Association and Union.

SECTION 15.3:

a) The Union or the affected Employer may appeal a non-unanimous decision of the Joint Grievance Committee to binding arbitration by notifying the other party in writing to that effect. With respect to a non-unanimous decision of the Joint Grievance Committee, written notice that the grievance is being submitted to binding arbitration must be submitted to the other party within fourteen (14) calendar days after the Joint Grievance Committee issues the non-unanimous decision or the decision of the Joint Grievance Committee will become final and binding. The Union, the Association and affected Employer agree to use the Industrial Relations Council, Inc., as a permanent impartial arbitrator. The Union, the Association and any affected Employer agree to be bound by and adhere to all rules, regulations, procedures and other requirements of the Industrial Relations Council, Inc., imposed on the parties as a prerequisite to hearing and resolving the grievance.

b) In the event the Joint Grievance Committee does not hold a hearing or issue a decision concerning a grievance within sixty (60) days after the grievance is initially set for hearing before the joint Grievance Committee, either the Union or the affected Employer may submit the grievance to binding arbitration by notifying the other party of its decision in writing. The Union, the Association and the affected Employer agree to use the Industrial Relations Council, Inc. as a permanent impartial arbitrator. The Union, the Association and any affected Employer agree to be bound by and adhere to all rules, regulations, procedures and other requirements the Industrial Relations Council, Inc. imposes on the parties as a prerequisite to hearing and resolving the grievance.

c) The Decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from or modify, the terms of this Agreement.

d) The Union and the affected Employer shall each bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the Union and the affected Employer. Any stenographic record or transcript shall be paid for by the party or parties ordering the transcript.

SECTION 15.4: Any grievance arising from violation of this Agreement, shall be considered null and void if not brought to the attention of the affected Employer and the Business Manager within thirty (30) calendar days of the date of occurrence, and filed in writing with the Grievance Board within ten (10) days thereafter.

SPECIAL NOTE: This grievance procedure language will be jointly reviewed and may be jointly agreed upon to change during the life of the agreement to improve the efficiency of the process.

SECTION 15.5: No person shall suffer discrimination or discipline due to the filing of or participating in a grievance.

ARTICLE XVI SAVINGS CLAUSE

SECTION 16.1: Should any part or provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions hereof; provided, however, upon such invalidation the parties agree to meet without delay and renegotiate such part or provision effected within thirty (30) days unless mutually extended. The remaining parts or provisions shall remain in full force and effect. However, all such renegotiations shall maintain as nearly as possible the full intent of this Agreement as it is currently negotiated.

SECTION 16.2: The aforementioned ARTICLE 16.1 shall apply in the event of relevant actions by FASB. The Association and Union will meet immediately to ensure the deductibility to the employer and employee of the full compensation package.

SECTION 16.3: NATIONAL HEALTH CARE LEGISLATION: In the event of the enactment of National Health Care legislation which limits the deductibility of employer Health & Welfare contributions, the Association and Union will meet immediately to ensure the deductibility to the employer and employee of the full compensation package.

If the method of adjustment, for Sections 16.2 and 16.3, cannot be mutually agreed upon within 60 days, it will be referred to the grievance procedure.

ARTICLE XVII OTHER AGREEMENTS

SECTION 17.1: No Contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing persons presented by the Union performing such similar work in the same jurisdiction, except as provided in this Article. This Article shall not apply to project agreements or to any other agreement concluded under the provision of this Article.

SECTION 17.2: Where the United Association makes an agreement with a Contractor which is applied on a particular job, no signatory Contractor on that job shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to the Contractor, but the terms and conditions of the National Agreement shall not apply elsewhere in this jurisdiction.

SECTION 17.3: Where the Union deems it necessary to protect the jurisdiction of the United Association, the Union will, upon request prior to the bid process or letting of the contract for a particular project consider a modification of the terms and conditions of the Master Labor Agreement for that project. Should the Union consent to a modification of those Agreements for a particular project the modification shall apply only to the project in question. Such modification shall be available only to those Employers who are signatory to a United Association Local Union 290 Agreement and who, within twenty-four (24) hours of the bid, request a modification.

SECTION 17.4: Except for project agreements with Contractors who are signatory to the Master Agreement, the Union agrees that no Contractor shall be required to be bound hereunder for a longer agreed contract term than a term agreed upon between the Union and any Independent Contractor signing an Agreement covering the type of work covered by the Master Labor Agreement.

SECTION 17.5: From time to time problems can arise with the language of this Agreement. These difficulties can be legal and/or practical. Therefore, as part of this Agreement, the Plumbing & Mechanical Contractors Association/U.A. Local 290 Negotiating Committees have the authority to change contract language should this become a necessity.

SECTION 17.6: ADDENDUM AGREEMENTS:

- a) **Hiring And Referral Procedures (*Addendum "A"*)** and any future amendments thereto adopted jointly between U.A. Local 290 and the ASSOCIATION is made a part of this Agreement.
- b) **The Drug And Alcohol Policy (*Addendum "B"*)** and any future amendments thereto adopted jointly between U.A. Local 290 and the ASSOCIATION is made a part of this Agreement.
- c) **Service (*Addendum "C"*)** and any future amendments thereto adopted jointly between U.A. Local 290 and the ASSOCIATION is made a part of this Agreement.
- d) **Gas Distribution (*Addendum "D"*)** and any future amendments thereto adopted jointly between the U.A. Local 290 and the Association is made a part of this Agreement.
- e) **Housing/Light Commercial, Utility and Concrete Cutting (*Addendum "E"*)** and any future amendments thereto adopted jointly between the U.A. Local 290 and the Association is made a part of this Agreement.
- f) **Instrument Technician (*Addendum "F"*)** and any future amendments thereto adopted jointly between the U.A. Local 290 and the Association is made a part of this Agreement.
- g) **Utility (*Addendum "G"*)** See Housing/Light Commercial (*Addendum "E"*)
- h) **Quality Assurance/Quality Control (*Addendum "H"*)** and any future amendments thereto adopted jointly between the U.A. Local 290 and the Association is made a part of this Agreement.
- i) **Mechanical Labor (*Addendum "I"*)** and any future amendments thereto adopted jointly between the U.A. Local 290 and the Association is made a part of this Agreement.
- j) **Concrete Cutting (*Addendum "J"*)** See Housing/Light Commercial (*Addendum "E"*)
- k) **Material Handler, Metal Tr. Fab. (*Addendum "K"*)** and any future amendments thereto adopted jointly between the U.A. Local 290 and the Association is made a part of this Agreement.
- l) **Employee Benefit Funds (*Addendum "L"*)** administered by U.A. Local 290 Plumber, Steamfitter & Shipfitter Industry Pre-Funded Retiree Health Trust, Health and Welfare Trust, Educational Reimbursement Trust, 401(k) Plan, Scholarship Trusts, Vacation Trust, PMCA, and United Association Local 290 Apprenticeship & Journeyman Training Trust and other jointly administered Trusts.

**ARTICLE XVIII
HEALTH AND SAFETY PROVISIONS**

SECTION 18.1: All Employers agree to conform to all State, Federal and National Safety Codes, safety and health measures and laws.

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. 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 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.

SECTION 18.3: Failure to use safety equipment provided shall be cause for discharge.

**SECTION 18.4: PRE-EMPLOYMENT EXAMINATIONS/
TWIC CARD REIMBURSEMENT**

a) When an employee is sent out on a job where he or she has to undergo examination, such as drug and/or alcohol testing, fingerprints, pictures, physical examination or otherwise, they shall receive pay for the time consumed in such routine, to be based on the applicable rate of pay. Employees refusing to submit to examination as noted above shall not be reimbursed for time or receive any compensation.

b) An individual dispatched by UA Local 290 to a project that requires a "TWIC" card will be reimbursed for the cost of the card. They will be reimbursed within (2) two weeks from time of dispatch provided they meet all other job qualifications. An individual will be reimbursed one time per card duration. Documentation will be through Local 290 Dispatch.

**ARTICLE XIX
NON-DISCRIMINATION CLAUSE**

SECTION 19.1: It is hereby agreed between all Employers who are signatory or bound by this Agreement and Local 290 that the following language shall become a part of the Master Labor Agreement for the term of this Agreement:

There shall be no discrimination in the employment of any employee on account of age, physical impairment, Vietnam era Veteran, race, sex, national origin, or religion.

SECTION 19.2: AMERICANS WITH DISABILITIES ACT (ADA) The parties to this Agreement recognize the mandate to provide reasonable accommodations to Local 290 workers with mental or physical disabilities as required by the ADA and similar state laws. The parties agree that, other provisions of the Agreement notwithstanding, the Employer shall provide reasonable accommodations to Local 290 workers for employment and employees in a manner consistent with the ADA and similar state laws. Local 290 workers are expected to fully cooperate with the Employer in seeking and evaluating alternatives and accommodations. The Union agrees that it will not knowingly violate the requirements of the ADA and similar state laws.

**ARTICLE XX
WORK PRESERVATION**

SECTION 20.1: For the purpose of protecting the work and job opportunities and preserving the traditional work of bargaining unit employees, the Employer agrees that all on site construction jobs involving the installation, fabrication, erection, assembling, alteration, or repair of plumbing and piping systems and related products, as covered by this Agreement, shall be performed only by employees of the Employer who are employed pursuant to the terms of this Agreement. The Employer also agrees not to use any method or subterfuge to avoid employing covered employees on work historically and traditionally performed by them.

ARTICLE XXI
CERTIFIED WELDER/BRAZER PROGRAM

SECTION 21.1: Recognized Certifications. Certifications must be recognized at a pre-job conference. The parties may recognize the following Local 290 weld or brazer certification; 290-15, 290-21, 290-22, 290-51 and/or 290-41.

SECTION 21.2: Initial Certification Procedures. In order to obtain a Local 290 Weld/Brazer Certification, the applicant may test at an authorized testing facility. The Local 290 Training Centers at Tualatin, Springfield, and Medford are authorized testing facilities.

The authority and responsibility for the administration and execution of the initial test are performed by two certified Weld/Brazer Inspectors, one of whom is associated with the Union or Training Center and one of whom is associated with the contractors.

The test for initial certification shall be evaluated based on requirements specified in the most current Edition and Addenda of ASME Code Section IX Welding & Brazing Qualifications.

An approved independent testing lab's qualified personnel shall perform the final testing of the completed weld/braze test assembly. Visual and radiographic examination of the test assembly is the preferred final test method for welded coupons. However, with approval of the Training Center's Weld/Brazer Certification Administrator, the final testing of completed weld coupon may be by visual inspection and mechanical bend tests. Visual examination and sectioning tests are required for the braze test assemblies.

The completed weld/braze test assembly shall be visually examined over the entire circumference, inside and out. The weld test coupon shall show complete joint penetration with complete fusion of weld material and base metal. The braze test coupon shall be visually examined for cleanliness and the presence of filler metal all around the joint at the interface between the socket and the pipe and inside surfaces shall be free of any oxide.

The independent testing lab's procedures for radiographic examination shall comply with the requirements of ASME Code Section V, Article 2 for radiographic examination. The completed weld test assembly shall be radio graphically examined over the entire weld circumference and shall comply with the radiographic acceptance criteria shown in paragraph QW-191.2 of ASME Code Section IX.

When the independent testing lab uses the mechanical bend test, transverse bend tests are required to be performed in accordance with QW-452 of ASME Code Section IX. The acceptance criteria of QW-163 of ASME Code Section IX shall be used to evaluate the test coupons.

Braze test assemblies are required to be performed in accordance with QB-462.4 of ASME Code Section IX. The acceptance of QB-181 of ASME Code Section IX shall be used to evaluate the test coupons.

The independent testing lab shall prepare and certify the applicable "Independent Test Lab Report" after the final examination and testing of each weld/braze test assembly that it reviews. The applicable weld/braze test assembly identification number must appear on each piece of radiographic film prepared by the independent test lab.

If a contractor requires an applicant to test and the test conforms with ASME Code Section IX Welding & Brazing Qualifications, and the applicant passes the test, he/she will be deemed certified for the applicable Weld/Brazer Certification and his/her name shall be entered on the UA Welder/Brazer Performance Qualification Record.

SECTION 21.3: Documentation of Test Results.

The two certified Weld/Brazer Inspectors who administer and execute the test shall certify, by their signatures, the UA Welder/Brazer Performance Qualification Record. In addition, the independent testing lab shall certify the final testing results on the UA Welder/Brazer Performance Qualification Record.

If a welder/brazer has obtained a Local 290 Weld/Brazer Certification, the Training Center will provide to the welder/brazer's contractor the certified Independent Lab Test Report upon request to allow transfer of the certification to the contractor's letterhead as required by Code Stamp/O Stamp.

SECTION 21.4: Continuity and Renewal of Certification.

A Local 290 Weld/Brazer Certification is valid for six months. In order to maintain continuity of a certification, the welder/brazer is required to weld or braze using the specific welding or brazing process for which he/she has received the certification at least once every six months. This can be done in one of the following ways:

- a) The welder/brazer shall provide a written report to the Training Center that documents the activity in each welding/brazing process for which he/she has a certification at least once every six months during the welder/brazer's employment. The report must list the welder/brazer's name, last date that each welding/brazing process was used by the welder/brazer and must be signed by an authorized representative of the contractor. The reports will be kept at the Training Center and/or Hiring Hall. Upon receipt, the Training Center or Hiring Hall shall enter each welder/brazer's updated weld/braze work history as provided by the welder/brazer on the database maintained on the United Association Internet. The information on the United Association Internet should indicate the Welder/Brazer's Certifications and the date(s) of any qualification renewals as reported by the welder/brazer.
- b) If the welder/brazer is not able to maintain his/her certification by using Section 21.4(a) above, the welder/brazer may maintain his/her Local 290 Weld/Braze Certification as follows:
 - 1) The welder/brazer must hold a current Weld/Braze Certification;
 - 2) The welder/brazer must, at an authorized testing facility, under the supervision of a certified Weld/Brazer Inspector, demonstrate the ability to weld/braze using each welding/brazing process for which he/she is certified.
 - 3) The Welding/Brazing demonstration may be done in any position, using any one of the Local

Local 290 Welder/Brazer Performance Qualification Test Standards. For welding, a minimum of one complete pass of weld deposit is required for each process. For brazing, only one test coupon is required. No subsequent testing is required.

4) The demonstration must be completed within six months of the previous certification.

5) The certified Weld/Brazer Inspector is responsible for recording the demonstration results on the UA Welder/Brazer Performance Qualification Record.

SECTION 21.5: Testing for Welders/Brazers with a UA Weld/Brazer Certification. If an individual has a current certification from the UA Welder Certification Program that is equal in procedure to the Local 290 Weld/Brazer Certification, the individual can achieve a Local 290 Weld/Brazer Certification by performing the weld or braze procedure at an authorized testing facility provided a certified Weld/Brazer Inspector accepts the completed weld/braze assembly with a visual inspection.

SECTION 21.6: Expiration of Certification. If a welder/brazer has not met the contractor continuity requirement in Section 21.4(a) or the demonstration continuity requirement in Section 21.4(b) within six months after the certification has been obtained, the certification will expire and the individual must re-qualify pursuant to Section 21.2.

SECTION 21.7: Wages and Fringe Benefits. When a contractor requests a welder or brazer with a Local 290 Weld/Brazer Certification and the applicant reports to the contractor and presents a current certification, the contractor shall pay the welder or brazer two hours straight time wages and benefits at the journeyman rate for having the certification. Payment of the two hours of wages shall be on the next weekly payroll period.

When a contractor requests a welder or brazer with two or more Local 290 Weld/Brazer Certifications, and an applicant reports to the contractor and possess current certifications, the contractor shall pay the welder or brazer two hours of straight time wages and benefits at the journeyman rate for each certification requested. Payment of the wages shall be on the next weekly payroll period.

If a welder/brazer is laid off by the contractor and subsequently re-hired pursuant to a contractor request for a welder or brazer with a Local 290 Weld/Brazer Certification(s), the welder or brazer will be paid for having the certification(s) as set forth in this Section 21.7.

SECTION 21.8: Contractor Retains Right to Test. The contractor retains the right to have an applicant who possesses a Local 290 Weld/Brazer Certification test to ensure his/her competency. If testing is required, the applicant shall be paid at the applicable wage rate plus fringe benefits.

SECTION 21.9: The Certified Welder/Brazer Program will become void **March 31, 2011** unless renewed by the bargaining parties.

**ARTICLE XXII
LABOR MANAGEMENT COMMITTEE**

SECTION 22.1: Promptly after the execution of the Agreement, LOCAL 290 and PMCA will each appoint a equal number of their respective members (such numbers to be determined by mutual agreement) to serve as a committee to carry on a study for the purpose of devising methods to increase opportunities of employment, as well as to increase the volume of work available to Employers, and to recruit Employees that will meet the needs of the plumbing and piping industry. The committee will make periodic reports to the LOCAL 290 and to the PMCA of its findings and recommendations. The above mentioned Committee shall meet at such time and place as shall be mutually agreed upon. The Committee shall not have any authority to effect any change in this Agreement or in customary working conditions, not shall any of the Committee's recommendations be binding upon the parties hereto, except upon mutual written agreement of LOCAL 290 and the PMCA.

**ARTICLE XXIII
DURATION, TERMINATION AND RENEWAL OF AGREEMENT
LENGTH AND PURPOSE OF AGREEMENT**

SECTION 23.1: This Agreement, which is in force and effect until **March 31, 2011**, shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other one hundred fifty to one hundred eighty (150 to 180) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement. In the event such notice is given by the Union, the same shall also constitute the sixty (60) day strike notice required by the Taft-Hartley Act.

SECTION 23.2: Either party to this Agreement may open the Agreement for re-negotiation of the Total Package increase to become effective in the last year of the Agreement.

SECTION 23.3: The purpose of this Agreement is to establish the wages, hours and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled Journeymen, Apprentices or other classifications, which are covered by this Agreement, so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockouts or other labor-management disputes.

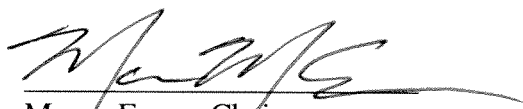
SECTION 23.4: This Agreement shall be effective from **APRIL 1, 2009 TO MARCH 31, 2011.**

**PLUMBING & MECHANICAL
CONTRACTORS ASSOCIATION**



FRANK WALL
Executive Director

May 11, 2009
(Date Signed)



Mason Evans, Chairman
Negotiating Committee

May 11, 2009
(DATE SIGNED)

**PLUMBING & MECHANICAL
CONTRACTORS ASSOCIATION**
14695 SW Millikan Way
Beaverton, Oregon 97006
503-626-6666

**UNITED ASSOCIATION OF
JOURNEYMEN & APPRENTICES
OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE
UNITED STATES AND CANADA
Governing United Association
Local 290**



JOHN M. ENDICOTT
Business Manager
Financial Secretary/Treasurer

May 11, 2009
(Date Signed)

UNITED ASSOCIATION LOCAL 290
20210 SW Teton Avenue
Tualatin, Oregon 97062
(503) 691-5700

LETTER OF UNDERSTANDING

The parties to this Letter of Understanding are the Plumbing and Mechanical Contractors Association (PMCA) and United Association Local 290 (the Union or Local 290).

The PMCA and Union have recently conducted contract negotiations for a new Master Labor Agreement & Working Rules and Addendums thereto for the period April 1, 2009 through March 31, 2011. The PMCA and Union left several items open for further negotiation. This Letter of Understanding describes the parties' agreement concerning items that were left open for further negotiation.

1) Addendum B to the Master Labor Agreement & Working Rules re Drug and Alcohol Policy.

The PMCA and Union will continue negotiations over revisions to Addendum B - Drug & Alcohol Policy. The goal of the PMCA and Union is to reach agreement on a new Drug & Alcohol Policy by September 30, 2009, with Local 290 members to vote to accept or reject the tentative Drug & Alcohol Policy no later than March 31, 2010. In the event the PMCA and Union do not reach a tentative agreement on a new Drug & Alcohol Policy or if the PMCA and Union reach a tentative agreement on a new Drug & Alcohol Policy and the tentative Drug & Alcohol Policy is not approved by the Local 290 members, the current Drug & Alcohol Policy, dated October 31, 1997, will continue to remain in effect.

2) Addendum C to the Master Labor Agreement & Working Rules re Service Addendum.

The PMCA and Union have reached agreement on the wages and fringe benefits to be paid per Addendum C to the Master Labor Agreement & Working Rules for the period April 1, 2009 through March 31, 2011. The PMCA and Union have not reached agreement on certain language issues in Addendum C.


The PMCA and Union will continue negotiations on the language issues in Addendum C. If a tentative agreement is not reached by October 31, 2009, the outstanding language issues will be referred to the Labor Management Committee created under Article XXII of the new Master Labor Agreement & Working Rules.

In the event the PMCA and Union or the Labor Management Committee reach a tentative agreement on the language issues for Addendum C, the tentative agreement will be submitted to Local 290 members to vote to accept or reject the tentative agreement. Until such time as the Local 290 members approve the language issues to Addendum C, the non-economic items in the Addendum C that was in effect on March 31, 2009 will continue in full force and effect.


3) ***Strike, Lockout, Voting, and Implementation.***

In the event the PMCA and Union do not reach a tentative agreement regarding Addendum B and/or Addendum C, or in the event a tentative agreement is reached, and the members of Local 290 do not ratify Addendum B and/or Addendum C, the Union is prohibited from striking over these issues and the PMCA and its members are prohibited from locking out union-represented employees during the term of the Master Labor Agreement & Working Rules (April 1, 2009 through March 31, 2011). In addition, in the event the PMCA and Union or Labor Management Committee reach an impasse in bargaining over Addendum B and/or Addendum C to the Master Labor Agreement & Working Rules, the PMCA and its members are prohibited from implementing their final offer during the term of the Master Labor Agreement & Working Rules (April 1, 2009 through March 31, 2011).

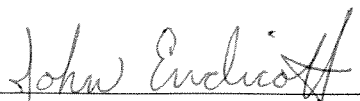
**PLUMBING & MECHANICAL
CONTRACTORS ASSOCIATION**

By: 
Frank Wall, Executive Director

Date: May 11, 2009

By: 
Mason Evans, Chair
Negotiating Committee

UNITED ASSOCIATION LOCAL 290

By: 
John Endicott, Business Manager
And Financial Secretary/Treasurer

Date: May 11, 2009