

# All Local 290/PMCA

## Tentative Agreements

March 27 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**

**ARTICLE IV**  
**TRADE AND WORK JURISDICTION**  
**SECTION 4.1:**

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

**48.**The operation, maintenance, repairing, servicing, dismantling, cutting & capping of all work installed by journeymen and apprentices of the United Association.

Tentative Agreement March 16

**ARTICLE IV**  
**TRADE AND WORK JURISDICTION**

**SECTION 4.1:**

**33.** All piping, setting and hanging of all units, chill beams 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.

Tentative Agreement March 16

**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 the General Foreman. When no General Foreman is required, Foremen shall take orders from individuals designated by the Employer.

Tentative Agreement February 19

**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:

**C) STEWARD'S RULES**

9) New hires and transfers shall be introduced to the job steward by the Employer in the first week on the jobsite. ~~when feasible~~

Tentative Agreement March 26

**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:

**New section added 10)**

**c) STEWARD'S RULES:**

- 10) The Job Steward will be notified of all lay-offs or terminations for cause.

Tentative Agreement March 26

## 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:

**New section added 11)**

**c) STEWARD'S RULES:**

**11)** Stewards or UA 290 representative shall be present during any disciplinary action by the employer, unless the employee requests otherwise.

Tentative Agreement March 26

**We agreed on the following language.**

At the employee's request, a jobsite Steward shall be present during any disciplinary action by the employer.

Tentative Agreement March 26

## **ARTICLE IX**

### **WORK RULES.AND MISCELLANEOUS PROVISIONS**

**SECTION 9.5: Pre Job Meeting:** A pre-job meeting shall be held prior to the commencement of any work requiring ~~15~~ a ~~General Foreman or 23~~ individuals dispatched by Local 290. Non-Compliance is subject to the grievance procedure with a maximum fine of ~~\$500~~ \$200. The first 2 offenses will not be any more then ~~\$250~~ \$100 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

Tentative Agreement March 26



## ARTICLE XI ECONOMIC PACKAGE

### 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.
- a) 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.

The following 1&2 are Format changes only. No change to MLA

(1) No Dues II deductions for Apprentices  
~~(Industry Advancement Fund) (No Dues II deduction for Apprentices.)~~

(2) The Employer has the responsibility to contact the Local Union for information on that program  
~~Industry Advancement Fund Program. The Employer has the responsibility to~~  
~~contact the Local Union for information on that program~~

## Tentative Agreement February 19

**ARTICLE XI  
ECONOMIC PACKAGE**

**SECTION 11.2: UNION DUES:**

**New section for Davis-Bacon.**

**3) Dues II Exception:** On Federal Davis-Bacon Act jobs subject to Federal prevailing wage laws the Master Labor Agreement provides that there is no Union Dues II deduction from a journeyman's hourly wage for the hours he/she worked. Dues II should be included as a part of the employee's take-home pay. Employers will submit a separate remittance report form for hours its journeymen worked on all Federal Davis-Bacon Act projects.

Tentative Agreement February 19

**ARTICLE XI  
ECONOMIC PACKAGE**

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

- f) All transportation or car fare (IRS current rating) during working hours must be furnished by the Employer. This fare is considered taxable to the employee. 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.

Tentative Agreement March 16

**ARTICLE XI  
ECONOMIC PACKAGE**

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

- 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. Reimbursement of receipts shall occur within 7 calendar days following submittal of receipts and must follow company procedure.

Tentative Agreement March 2

## **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.

### **Methods of payment**

- (1) Check received at job site must be negotiable on local bank at no cost to the employee (as established in a pre-job).
- (2) Direct deposit into employee's bank account subject to 12.3 at the election of employee in writing.
- (3) US Mail (at the election of employee in writing.) If paid by mail the check shall be postmarked no later than ~~two (2)~~ ~~business days prior to~~ the established payday.

**We agreed on the following language not the one above.**

- (1) Negotiable check received at jobsite. If necessary, a local bank will be identified at the pre-job by employer.

Tentative Agreement March 26

## 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:
- 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 the employee, the check for additional hours, shall at the Employer's Employees option be:
    - Made available at the jobsite or
    - The Employer's place of business or
    - Forwarded to UA Local 290's Business Office

Tentative Agreement March 26

#### Correction 3/27/11

#### We agreed to the following.

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 or
- Made available at the jobsite or
- The Employer's place of business or
- Forwarded to UA Local 290's Business Office

## ARTICLE XII PAYDAY

### SECTION 12.1:

- b) Employees working a schedule of four (4) ten (10) hour days (Monday through Thursday) shall be paid prior to the end of shift on Thursday.

Tentative Agreement March 24

# Addendums

## ARTICLE XVII

### OTHER AGREEMENTS

#### **SECTION 17.6: ADDENDUM AGREEMENTS:**

290/PMCA agree to the following

- \* Letter of Understanding to negotiate Addendums E, F, I, K, & M
- \* Will be resolved 30 days after MLA is ratified.
- \* Retroactive from April 1<sup>st</sup>.
- \* Committee structure will be three (3) 290 members & three (3) PMCA members.
- \* H&W will coincide with MLA.
- \* National pension rates will coincide with MLA or proper portion of.

Tentative Agreement March 26



# ARTICLE XVII OTHER AGREEMENTS

## SECTION 17.6: ADDENDUM AGREEMENTS:

*h)* Space left for future QA/QC Addendum. (*Addendum "H"*).

Tentative Agreement February 19

Put back in

## ARTICLE XVII OTHER AGREEMENTS

### SECTION 17.6: ADDENDUM AGREEMENTS:

- f) ~~Instrument Technician~~ *Water Heater Installer* (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.

Tentative Agreement March 22

**ARTICLE XVIII  
HEALTH AND SAFETY PROVISIONS**

**SECTION 18.3:** Failure to use safety equipment provided shall be cause for ~~discharge~~ discipline.  
Failure to use safety equipment provided will be cause for discipline up to and including immediate discharge.

Tentative Agreement March 2

Correct language:

Failure to use safety equipment provided will be cause for discipline up to and including immediate discharge.

Tentative Agreement March 2

# 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, Active military service and reserve, Vietnam era and all Veterans, race, sex, national origin, or religion.

Tentative Agreement February 19

# ARTICLE XXI

## CERTIFIED WELDER/BRAZER PROGRAM

**SECTION 21.1. Recognized Certifications:** UA certifications Certifications must be recognized at a pre-job conference. The parties may recognize the following Local 290 weld or brazer certification; UA290-15, UA290-21, UA290-22, UA290-51 and/or UA290-41. Dispatching welder/brazers with certifications that exceed those listed is permitted.

**SECTION 21.2. Initial Certification:** UA weld test to be performed at a UA authorized testing facility.

**SECTION 21.3 UA/Local 290 Pre-Qual.:** Pre-qual must be run in Local 290 weld shop. Inspection is performed by Local 290 ATR. UA/Local 290 pre-qual are for UA-15, UA-21, UA-22, UA-41. UA-51 is a braze cert. A UA certification obtained in a Local 290 facility meets the pre qual requirements for this program. **(note this section was 21.3)**

**SECTION 21.4 Documentation of Test Results:**

The Weld/Brazer Authorized Testing Representative and the Authorized Contractor Representative who will administer and execute the test, and 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 UA/Local 290 Pre-Quail 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.

Continued on next page

## ARTICLE XXI

### CERTIFIED WELDER/BRAZER PROGRAM

**SECTION ~~21.7~~ 21.5 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.

**SECTION ~~21.8~~ 21.6 Contractor Retains Right to Test:** The contractor retains the right to have an applicant who possesses a UA/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~~ 21.7** The Certified Welder/Brazer Program will become void ~~March 31, 2011~~ ??????? unless renewed by the bargaining parties.

Article XXI Tentative Agreement March 24

## **ARTICLE XXII LABOR MANAGEMENT COMMITTEE**

**SECTION 22.1:** Promptly after the execution of the Agreement, LOCAL 290 and PMCA will each appoint an 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~~ nor shall any of the Committee's recommendations be binding upon the parties hereto, except upon mutual written agreement of LOCAL 290 and the PMCA.

Tentative Agreement February 19

## 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.

## Tentative Agreement February 19



LETTER OF UNDERSTANDING

~~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).~~

Tentative Agreement February 19

## LETTER OF UNDERSTANDING

This Letter of Understanding between the Plumbing & Mechanical Contractors Association (PMCA) and U.A. Local Union 290 is signed in conjunction with the current Master Labor Agreement between PMCA and the Union. This letter shall apply with equal force and effect to all Employers who become signatory to the Master Labor Agreement.

The Association and the Union recognize the uniqueness of the plumbing and pipefitting crafts. It is further agreed that a Joint Union/PMCA Committee will be established to identify the differences of each craft and the effects of the Bars and Restriction Committee Agreement. It is further agreed that no action of this committee will be intended to disrupt the existing workforce of any contractor. All decisions will be rendered without prejudice to any employee or employer.

After review by and consultation with the Jurisdiction Committee, the Bars and Restrictions Committee Agreement shall become a part of this Master Labor Agreement.

Tentative Agreement February 19

# Hiring Hall Rules

## Section 1.7 Referral of Applicants.

G) Written or verbal requests by Contractors for Building Trades Journeymen Plumbers or Steamfitters/Pipefitters shall be honored without regard to the Applicant's place on the out-of-work list as long as the total number of individuals dispatched through the Hiring Hall to the Contractor is less than ~~fifteen (15)~~ twelve (12). Contractors using this section are excluded from using the 90 day call back. This rule does not apply to "B", "C" and "D" list Applicants. This rule may only be used by a Contractor signatory to or bound by a collective bargaining agreement with the Union and may not be used by a Contractor that is only signatory to a National Agreement with the United Association.

Tentative Agreement March 26