

CONTRACT NEGOTIATIONS
PMCA AND LOCAL 290
JANUARY 23, 2014
SESSION #3

Session started approximately 3:05 pm in the board room at Local 290 in Tualatin.

Al Shropshire said he has proposals for their placeholders.

UA-1 – Tentative Agreement.

UA-2 – Was a placeholder. Changes criteria to be on the A list in the hiring hall. Highlights are that 36 months is changed to 72 months and there is an exception. Steve Buckley wrote this. The exception to 72 months is if you hire an apprentice as a plumber and/or a steamfitter/pipefitter if in 290 jurisdiction. Will not allow member to ride 2 A lists. For example if on the A list in Seattle, cannot also be on ours. There will be approximately 750 people eligible to sign the A list. We would end up being a travel card local union and we have no interest in that.

Frank Wall – We will caucus on this. One question does it shut somebody out that we really want?

Al - Sure it will. But we have to treat everybody the same unless you can defend an exception. Buckley thought the exception for an apprentice was defensible.

Mason Evans – We may have some differences of opinion. Curious about the 700.

Al – Between now and next January, 130 will be eligible to sign the A list. A year after that 150 will be eligible. Then a year after that 500 will be eligible if work continues. Understand we may be coming from different places. If a way to get there we are willing to look at.

Frank – We seriously looked at. Majority of the ones who will be eligible to sign the A list we probably don't want. But we are concerned about the impact to the pension and health plans.

Al continued with Union proposals.

UA-3 – Tentative Agreement.

UA-4 – You responded with a 1 for 1 call which we rejected. Our counter is to explore 90 to 30 days and possibly add some language that applicant must be employed for 90 days or the duration of the job recalled to, whichever is longer. Sometimes a contractor calls somebody out for 2 days and then lays the individual off. Basically the contractor is trying to keep his own out of work list rather than using the Union dispatch office.

Person should have to work for a minimum amount of time. Same people recycled. Not everybody has fair shot of work. Also the recall would be granted only from the last employer. This is important to us. Do you have any questions?

Frank – Basically you are still changing the 30 days to 90 days and adding language.

AI – We want to see movement.

UA-6 – Tentative Agreement.

UA-7 and 8 – Were placeholders. There was actual language then, but these are now formal proposals. Basically it says that they have to take the high tech cultural class within 30 days of signing the out of work list or they will be removed from the out of work list. They come and sign the out of work list and then go home. They know the dispatcher will not call them to work at Intel because they are not qualified because they have not taken the test. Since they will not be called, they will not be charged with a refusal to work.

UA-9 – Will withdraw this proposal; it has too many problems. We have other strategies with our policies to handle this.

UA-2 – Hiring Hall – I failed to explain that anybody already qualified under the 36 month rule will not have to go back and get 72 months.

Addendum C – Waiting for proposals from you. You only responded to UC-4.

UC-5 – Tentative Agreement.

Addendums E and M – Frank, you e-mailed your changes to E and assume would include M. Would you like to go over now?

Frank - Okay.

AI – Seems like you just rewrote. We would like you to: 1) identify all changes, 2) explain the intent of the changes, and 3) explain why you want these changes.

Frank – Biggest change is 4. C. – “plumbing fixtures” taken out. Okay with square footage. We eliminated the number of fixtures. Approval of business manager included in D.

AI – Why would you eliminate the number of fixtures? This is to your advantage.

Frank – We want to be able to do any number of fixtures.

AI – It says 20,000 square feet or up to certain amount of fixtures.

Frank – Never understood that way. About a year ago, we had a 100,000 square footage building with 1 bathroom. We were told we could not do this.

Cheryl Hettervig – We saw as 2 limitations.

AI – Why put in number of fixtures. We have allowed contractors to do.

Frank – Then we will withdraw our proposal.

Cheryl – Let's not be too hasty.

Frank – To Scope of Work, we added schools and medical clinics.

AI – But you took out the 20,000 square feet. So you want to do any school under housing and light commercial.

Frank – In no way would we think we could do a whole high school under this agreement.

AI – But it doesn't say that.

Frank – Can amend that. Under Exceptions to the 20,000 square foot rule, we added hotels and assisted living. Everything else is the same.

AI – Looks like you took out Clarification/Definitions.

Frank – These do not seem relevant if you are allowing everything to be used.

AI – If a building has iron frames, it is not composite construction.

Frank – Assume you would be opposed.

AI – Yes, that is commercial.

Frank – We need to look at intent. When you have full employment, would not be working under this Addendum. But when you have a down market, lots of contractors still pay full rates.

AI continued with the Union proposals.

UF-1 – Tentative Agreement.

UF-2 – Hold off on money.

UF-3 – Agreed.

UI-1 and 2 – Same thing.

UK-1 and 2 – Same thing.

UO-1 – Drain Cleaner – Will drop 5. C) from UO-1.

Frank – So would a person be allowed to remove a toilet?

AI – The person could do whatever the State allows. I am getting conflicting stories from the plumber officials. As long as the contractor is operating legally, we are okay.

Frank – We have a 2003 decision about the interpretation.

AI – Took the document and reviewed. Actually I have seen this. I was a recommendation.

Cheryl – I thought it was adopted.

AI – Do you want to talk about Addendum C?

Frank – Yes, we have our proposals.

PMCA A1 – We reserve the right to bring additional proposals.

PMCA B1 – Drug and Alcohol Policy – PMCA’s proposed new language for 4. A.: “A pre-employee (dispatched) who tests positive will not be compensated for any time if that pre-employee fails to meet qualifications. Should a positive test be disputed, request for a re-test must be made within forty-eight hours. Pre-employees who re-test negative will be paid the compensation time owed.” The process has become costly to us. A person is dispatched. They do not pass the test. We pay show-up time. Sometimes we have to pay 2, 4 or 6 hours to some people who know they will not pass. We had a situation last week when a person was dispatched. It was an adulterated sample. Then the person took the test again and the temperature was still not right. Since it was out of town, the contractor had no ability to write the person a check. Now the person is grieving for 2-4 hours of additional pay. When the person fails the test, we should not have to pay.

AI – No matter how long he is detained for that day? You have me going through orientation. Is there a reasonable time?

Frank – We would pay for time spent in orientation or time using the tools.

PMCA C1 – We will accept UC-1 if you accept PMCA C1 (Stand-by Time). If the person actually takes the call, then we don't want to pay the stand-by time. Most of the time it is overtime plus travel pay. So they take a call, they would not get the 1 hour on the weekend or the 1/2 hour during the week.

Addendums E and M – Already talked about.

Addendum I – Nothing today.

Addendum K – Nothing today.

Addendum O – You have given us your counter proposal.

Addendum S – New addendum. These are not the rates we are proposing – just an example. You have referred to Addendum E, but we have confusion with E and its impacts on contractors in Bend or Medford.

Mason – We need more flexibility – whether housing or commercial.

Parties agreed to caucus and get back together no later than 5:00 PM.

Caucus – 4:00 to 5:00 pm.

Frank gave PMCA's responses.

UA-2 – Will give you an answer next week. Have a couple of questions for clarification.

UA-4 – This proposal is very important to us. We are rejecting your counter. There are not many things in the Master Labor Agreement that is a management right. We believe this has worked for 20 years – in both good and bad times. In the last 2 negotiations, we have been adamant about this language. Keeping the 90 days is most important to us.

UA-7 – Tentative Agreement.

UA-8 – Tentative Agreement.

UA-9 – You withdrew this proposal.

Addendum C – Assume you have a proposal.

Addendum E – Mark Wright is willing to meet with a small group to form a sub-committee to work on this Addendum if it is something you are interested in. We are confused with this language. We want to clarify the 20,000 square feet and/or 20 fixtures.

AI – Think we can make clear. We will probably need a short caucus to talk about the sub-committee.

Frank continued with PMCA's responses:

UO-1 – You took out 5. c) – We are willing to tentatively agree to this with your change of dropping 5. c).

AI gave the Union's responses:

PMCA A1 and B2 – Agree you have the right to bring additional proposals.

PMCA B1 – Language too open-ended. Everybody is sympathetic to the issue. We didn't have enough time to write up a counter proposal. Need some additional time. We can tell you our issues around this proposal. Need expedited way. We have had some false positives in the past. We would agree that mostly is not the case. We have a problem with someone staying all day and not receiving any pay. In the example you gave, they could have let him go immediately. In that case they decided to pay him 4 hours but he had been there all day. We don't want to have someone knowingly go out and take the test when they know they will not pass it.

Frank – It is not our intent for someone to use the tools and not receive pay. But there is an incentive for someone who knows they will not pass the test just to receive pay.

AI – We are open to listening to a proposal of no pay for time to take the test. We have some people who have worked for 2-1/2 days and then hauled in to take the drug test.

Frank – We would compensate them for that.

AI – Your language does not say that.

Mason – You gave an example last week about the traveler who goes to a contractor and fails the test, and then immediately goes to another contractor.

AI – With the language you agreed to the traveler will go away for 30 days.

Mason – What would you do to an A card?

AI – Same thing if we determine behavior is egregious.

Frank – Have a concern with HIPPA and privacy laws. Only a minute number of people need to know.

AI – If a person comes in with a slip and says they were fired for any reason, then they go away.

Frank – We would like you to try and come up with a solution. If they go to work, we will compensate them.

AI – Would like you to do the same.

UC-1 – You stated that if we accept your PMCA C1 proposal, you would accept our proposal UC-1. But we reject your proposal. If an employer makes it mandatory for someone to be on call, they should be paid. Most of the time they try to resolve the problem by talking to the customer on the telephone. For example, if they have water flowing, they are asked if they can shut the water off and if they can then come out the next day. We feel like the 1/2 hour and the 1 hour is minimum even though they may not be called to work.

Cheryl – The service industry is a very competitive industry – slim margins. Holiday and overtime costs are fairly easy to pass along to customers – stand-by costs are not. The employees are rotated in each discipline. This is a fairly small thing to the employees but is big to our company. I can only speak for our company.

AI – The members troubleshoot with customers on the phone so they do not have to go out. Then they go out the next day and fix.

Cheryl – You are saying they troubleshoot on the phone with customers. I am not aware that this is happening.

AI – Existing language on stand-by pay is appropriate. We reject PMCA C1.

Addendum E – You have proposed a sub-committee. I wish we knew this before as we spent most of our time discussing this in our caucus. There are all kinds of changes, and some you did not address. You are trying to put E and M together.

Frank – We are not trying to put together.

AI – But you referred to “Addenda” which is the plural of Addendum.

Frank – This was not our intent.

AI – We have a concern in 4. A. You took out the word “commercial.” It used to read: “It is not the intent of the parties signatory hereto, that this Housing and Light

Commercial Agreement, Addendum “E” be used for large commercial, industrial work or plant expansions.” We also have concerns with 4. B. You deleted “within residential housing of no more than five (5) stories (*) in height.”

Frank – I did not explain this well. That is why we recommended a sub-committee to work on this.

Addendum S – Do not see a need for this addendum. We have offered to meet if some job needs attention. Setting a wage rate is inappropriate or having some job we cannot man. Six months ago in Medford we could have gotten a special agreement. But right now would have a hard time since everybody is fully employed.

Frank – This gives you the right to make special agreements.

AI – I have that now.

Frank – Where?

AI – In Addendum E.

Frank – Again, people are confused by Addendum E.

AI – In my first week, I actually brought this language to PMCA and read it. Okay here it is – Page 32 – Section 17.3. AI read the language in the master labor agreement. As an example, if there is an addition to the hospital in Bend. All the grant fund money used and unemployment high. Job falls under the commercial rate. Contractor wants to pay \$35 instead of \$39, and he thinks he can get the job. I would call the business agent and let him talk to his folks. This has been in the contract for years and works pretty well.

Frank – A contractor calls up. How does an agreement get made?

AI – We would like the contractor to call with a viable history like who he is bidding against. We would assume grant fund money on the project, and they don’t think it is enough to get the job.

Frank – I am looking as to how to get you more than 1 request per year.

AI – We had 2 this past year – 1 from a contractor and 1 from a business agent. We allowed both – were no brainers. Members got to go to work.

Union caucus 5:43 to 5:55 pm to discuss the sub-committee recommendation on Addendum E.

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AI – We agree to the sub-committee. We would like to have BK Kelly, Eric Fanning, Dan Bailey and Nate Hembree. They are not making hard proposals. We would settle on any proposals at the table. Right?

Frank – Agreed.

AI asked Mark if he could meet tomorrow at 3:00 pm.

Mark said yes he could.

AI asked if the parties could meet again on Tuesday. He really would like to get this done by the end of the month.

Frank said that everybody has changed their schedules to meet on Thursdays.

AI said that he is pleased with the progress made. We haven't agreed to everything but have agreed to a lot.

Frank said that he would guarantee that they would meet every week, and if needed they could accelerate the meetings.

The parties agreed to meet next Thursday, January 30 at 3:00 pm at the same location.

Meeting ended a 6:00 pm. These minutes taken by Brenda Meece.