

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

April 1, 2011 – March 31, 2014

UNITED ASSOCIATION

April 1 2011 - March 31 2014 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, 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.
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, dismantling, cutting and capping 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 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.

Note: All of the above described work shall be performed by employees under the terms and conditions of this Agreement.

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 the General Foreman. When no General Foreman is required, 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 first week on the jobsite.
10. The Job Steward will be notified of all lay-offs or terminations for cause.
11. At the employees request a job site Steward shall be present during any disciplinary action by the employer.

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 15 individuals dispatched by Local 290. Non-Compliance is subject to the grievance procedure with a maximum fine of \$200. The first 2 offenses will not be any more than \$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.

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. When a personal thermos is not allowed in the work area the work break shall be where the meal period is taken, unless otherwise established in a pre-job.

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 |

Holidays falling on Sunday shall be observed on Monday; holidays falling on Saturday shall be observed on Friday.

**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, 2011 through March 31, 2012

	<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	36.69	8.00	1.51	8.58	1.57	1.05	.20	.07	.16
FOREMAN - (10% over J/M)	42.47	8.00	1.51	8.58	1.57	1.05	.20	.07	.16
GEN. FOREMAN - (20% over J/M)	48.26	8.00	1.51	8.58	1.57	1.05	.20	.07	.16
SR GEN. FOREMAN (30% over J/M)	54.04	8.00	1.51	8.58	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, 2012 Two Dollars (\$2.00)
Distribution to be determined at the February 2012 Union Meeting.

April 1, 2013 Two Dollars and Twenty-five Cents (\$2.25)
Distribution to be determined at the February 2013 Union Meeting.

Note: 1. Employer agrees to deduct and forward voluntary U.A. 290 PAC contributions.

Note: 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, 2011. If the UA 290 constitution and by-laws are revised this article will be amended to match the by-laws.
 1. No Dues II deductions for Apprentices
 2. The Employer has the responsibility to contact the Local Union for information on that program
 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.

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.

It is the intent of this contract to move all Plumbers and Steamfitters/Pipefitters working under the UA Local 290 Master Labor Agreement to the same minimum scale except that the existing HOUSING AND LIGHT COMMERCIAL RATES are to be adjusted on an individual basis as the condition of our industry dictates. The use of any other minimum sub-rates other than Apprentices is discontinued without the approval of the Business Manager.

SECTION 11.4: APPRENTICES, RATES PER HOUR:

APRIL 1, 2011 TO MARCH 31, 2012

<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	14.68			8.58	1.57	1.05	.20	.07	.16
50% 2 nd 6 Mo's Prob.	18.35			8.58	1.57	1.05	.20	.07	.16
55% 3 rd 6 Mo's	20.18	4.00	0.77	8.58	1.57	1.05 .20	.07	.16	
60% 4 th 6 Mo's	22.01	4.40	0.84	8.58	1.57	1.05 .20	.07	.16	
65% 5 th 6 Mo's	23.85	4.80	0.91	8.58	1.57	1.05 .20	.07	.16	
70% 6 th 6 Mo's	25.68	5.20	1.00	8.58	1.57	1.05 .20	.07	.16	
75% 7 th 6 Mo's	27.52	5.60	1.07	8.58	1.57	1.05 .20	.07	.16	
80% 8 th 6 Mo's	29.35	6.00	1.14	8.58	1.57	1.05 .20	.07	.16	
85% 9 th 6 Mo's	31.19	6.40	1.21	8.58	1.57	1.05 .20	.07	.16	
90% 10 th 6 Mo's	33.02	6.80	1.30	8.58	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.

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:

20 – 35 miles	\$15.00
35 – 50 miles	\$35.00
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 (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.
- 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 seven (7) calendar days following submittal of receipts and must follow company procedure.

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. Negotiable check received at job site. If necessary, a local bank will be identified at the pre-job by the employer.
2. Direct deposit into employee's bank account subject to section 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 the established payday.

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 or
- 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 prior to the end of shift 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.

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 SECTION 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 sixty (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) **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.
- g) **Utility** (*Addendum "G"*) See Housing/Light Commercial (*Addendum "E"*).
- h) **QA/QC** (*Addendum "H"*).
- 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"*) U.A. Local 290 Plumber, Steamfitter & Shipfitter Industry Pension, Health and Welfare, Pre-Funded Retiree Health, Educational Reimbursement, 401(k) Plan, Scholarship, Vacation, PMCA, National Pension and United Association Local 290 Apprenticeship & Journeyman Training Trust and other jointly administered Trusts.
- m) **Housing Agreement** (*Addendum "M"*). Humboldt and Del Norte Counties, in Northern California, as described in Section 3.3 of the MLA.
- n) **Drain Cleaner** (*Addendum "O"*)

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 will be cause for discipline up to and including immediate 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 two (2) 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, Active military service and reserve, Vietnam era and all Veterans, 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: UA certifications must be recognized at a pre-job conference. The parties may recognize the following Local 290 weld or brazer certification; UA-15, UA -21, UA -22, UA -51 and/or UA-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 and 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.

SECTION 21.4 Documentation of Test Results:

The Weld/Brazer Authorized Testing Representative and the Authorized Contractor Representative 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-Qual 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 21.5 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 (2) hours straight time wages and benefits at the journeyman rate for having the certification. Payment of the two (2) 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 21.6 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 21.7 The Certified Welder/Brazer Program will become void **March 31, 2014** 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, 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.

**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, 2014**, 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, 2011 TO MARCH 31, 2014.**

**PLUMBING & MECHANICAL
CONTRACTORS ASSOCIATION**

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

Frank Wall
Executive Director

John M. Endicott
Business Manager
Financial Secretary/Treasurer

(Date Signed)

(Date Signed)

Mason Evans, Chairman
Negotiating Committee

(DATE SIGNED)

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

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

LETTER OF UNDERSTANDING Bars and Restrictions

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.

LETTER OF UNDERSTANDING Standard for Excellence

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

WHEREAS, the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (the United Association) has adopted Standard for Excellence (a copy of which is attached) which is a policy of labor-management commitment to uphold the highest industry standards for quality in the workplace and to ensure customer satisfaction; and

WHEREAS, the PMCA and Local 290 agree with many of the statements and goals in the Standard for Excellence.

NOW, THEREFORE, the PMCA and Local 290 agree as follows:

1. The PMCA encourages its member employers and other employers signatory to or bound by the Master Labor Agreement & Working Rules to strive to meet the management responsibilities and problem resolution procedures in the Standard for Excellence.
2. Local 290 encourages its members and all employees who work under the Master Labor Agreement & Working Rules to strive to meet the member responsibilities and problem resolution procedures in the Standard for Excellence.
3. The PMCA and Local 290 acknowledge and agree that the goals, terms and conditions in the Standard for Excellence as it now exists or may exist in the future are not a part of the Master Labor Agreement and Working Rules, may not form the basis for a grievance and/or breach of contract claim.

LETTER OF UNDERSTANDING
Addendums

Local 290/PMCA agrees to the following:

1. Negotiation of:

Addendum E-Housing/Light Commercial, Utility and Concrete Coring;

Addendum F-Instrument Technician;

Addendum I-Mechanical Laborer;

Addendum K-Material Handler and Metal Trades Fabricator;

Addendum M-Housing Agreement (Humboldt and Del Norte Counties, California in Section 3.3 of the MLA);

Addendum O-Drain Cleaner;

(to be resolved within thirty (30) days after the MLA is ratified).

Notwithstanding any other provision in the MLA including the no strike, no lockout clause, the Union retains the right to strike and the PMCA retains the right to implement its last offer in the event the parties do not reach agreement over the terms and conditions of Addendums E, F, I, K, M, and O within thirty (30) days after the MLA is ratified. However, before the Union can strike and before the PMCA can implement its last offer, prior written notice must be given to the other party. The Union and PMCA agree it is not necessary for either party to give a new notice under Section 8(d) of the Labor-Management Relations Act before a strike or implementation occurs.

a) Negotiating Committee structure will be three (3) 290 members and three (3) PMCA members;

2. MLA and Addendum C-Service wages and benefits are retroactive to April 1, 2011.

a) All addendums included in MLA will have the Health and Welfare rate and applicable national pension rate will be retroactive to 4/1/11.

Note: Gas Distribution, Addendum D, is in current negotiations.

**PLUMBING & MECHANICAL
CONTRACTORS ASSOCIATION**

UNITED ASSOCIATION LOCAL 290

By: _____
Frank Wall, Executive Director

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

Date: _____

Date: _____

By _____
Mason Evans, Chairman
Negotiating Committee

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**EMPLOYEE BENEFIT AND TRUST
PROVISIONS ADDENDUM**

**MASTER-LABOR AGREEMENT
(April 1, 2011– March 31, 2014)**

Between

U.A. UNION LOCAL NO. 290

And

PLUMBING & PIPING INDUSTRY COUNCIL (PPIC)

d/b/a

**PLUMBING & MECHANICAL
CONTRACTORS ASSOCIATION**

EMPLOYEE BENEFIT AND TRUST PROVISIONS ADDENDUM

1. Purpose

This Addendum contains the provisions dealing with employee benefits and Trust Funds to which contributions and union dues are required by the collective bargaining agreement between U.A. Union Local No. 290 (Union) and the Plumbing and Piping Industry Council d/b/a Plumbing & Mechanical Contractors Association (Association). Together, the Union and the Association are referred to in this Addendum as the "Parties." The referenced collective bargaining agreement (Agreement) is effective for the period April 1, 2011 to March 31, 2014.

2. Recognition of Trust Funds and Acceptance of Trust Agreements

The Agreement provides for contributions to the following joint labor-management Trust Funds:

- Plumbers & Pipefitters National Pension Fund
- U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Health and Welfare Trust
- U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Pension Trust
- U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry 401(k) Trust
- U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Retiree Health Trust
- U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Vacation, Scholarship and Educational Reimbursement Trust
- United Association Local 290 Apprenticeship and Journeymen Training Trust Fund

The Agreement also provides for contributions to the Plumbing and Piping Management Trust Fund and union dues to the Union.

Collectively, the above entities, to which contributions are required, except the Union, are referred to as Employee Benefit Plans.

The parties to the Agreement agree to be bound by the terms and conditions of the Trust Agreements governing each Employee Benefit Plan and any amendments thereto and restatements thereof. By this reference, the terms of each Trust Agreement and any amendments thereto and restatements thereof are incorporated by reference. Each Employer who is signatory to or bound by, or becomes signatory to or bound by, the Agreement hereby accepts and designates as its representatives the Employer Trustees as may be appointed in accordance with the terms and conditions of each Employee Benefit Plan's Trust Agreement. Each employer also ratifies all of the actions, rules and regulations that the Boards of Trustees of each Employee Benefit Plan have taken and adopted, or will take or adopt, within the scope of their authority.

3. Contributions

The contributions to each Employee Benefit Plan shall be paid monthly up to and including the last payroll date of each and every calendar month. The hourly contribution rate shall be as specified in the Agreement or the applicable wage sheet. Unless otherwise specified in the reporting forms supplied by one of the Employee Benefit Plans, contributions are due on or before the 20th day of each calendar month following the month in which the compensable hours were earned. Contributions to the 401(k) Trust are due on or before the 10th day of each calendar month following the month in which the 401(k) contributions were withheld from the employee's pay.

The submitted report shall show the number of compensable hours for each employee covered by the Agreement during the payroll periods ending in the previous month. The submitted report shall include each employee's Social Security Number. Contributions are due on all compensable hours including overtime hours, except travel time outside the normal working day. Each overtime hour shall be reported as a regular hour unless otherwise modified or limited by the Agreement.

a. Contributions on behalf of apprentices to the Plumbers and Pipefitters National Pension Fund, the U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Pension Trust and vacation contributions to the U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Vacation, Scholarship and Educational Reimbursement Trust shall begin after their probationary period at the pro rated amount per hour specified in the Agreement or the applicable wage sheet. Contributions to other Trust Funds shall begin with the first compensable hour. Fringe benefit contributions are not required on travel time outside the normal working day.

b. Contributions to the Health Trust on all owners, corporate officers or employees of a firm, entity or corporation with a financial interest in the same who are working with the tools of the trade must be made on a monthly flat rate basis payable in an amount to be determined from time to time by the Board of Trustees.

4. Failure to Make Contributions

In the event that an Employer, signatory to or bound by this Agreement or who becomes signatory to or bound by this Agreement, fails to make its contributions and payments to the Employee Benefit Plans in accordance with the requirements of the Agreement, the applicable wage sheet and this Addendum, the Union shall be authorized to take any economic action against the Employer it deems reasonable, including the removal of employees from the job or shop of any such Employer, and such action shall not be deemed to be in violation of any other provision in the Agreement, including but not limited to the no-strike clause. This provision shall not be applied in regard to any fringe benefit contributions which are due or claimed to be due as a result of an alleged violation of the Subcontractor clause in the Agreement.

The Employer shall be liable for all costs of collecting the contributions due, together with attorneys' fees, interest at the rate specified in the Trust Agreements or policies adopted by the Trustees, and such late payment fees or liquidated damages at the rate specified in the Trust Agreements or policies adopted by the Boards of Trustees. The Employer's liability for payments required by this Addendum shall not be subject to the grievance or arbitration procedure of the Agreement or any Trust Agreement.

New Employers, or consistently delinquent Employers, who are signatory to or bound by

the Agreement or who become signatory to or bound by the Agreement, may be required to furnish a good and sufficient surety bond, satisfactory to the Trustees of the Employee Benefit Plans, in an amount up to one hundred thousand dollars (\$100,000), for the purpose of insuring payment of contributions due to the Employee Benefit Plans as required by the Agreement, this Addendum and applicable wage sheet for a period of one (1) year or from the time of a second (2nd) delinquency in any one (1) year period, whichever is applicable. The bond shall be procured from a surety company licensed to do business in the State of Oregon and a copy of such bond shall be delivered to the administrator of the Employee Benefit Plans. The Employer shall maintain the bond in full force and effect throughout the term of the Agreement, including any renewals or extensions hereof. In lieu of a bond, a cash deposit in an amount satisfactory to the Trustees of the Employee Benefit Plans up to one hundred thousand dollars (\$100,000) may be made with the administrator of the Employee Benefit Plans.

Apportionment of Delinquent Fringe Benefit Contributions and Union Dues, Liquidated Damages and Interest – The Union and the Association direct the Trustees of the Employee Benefit Plans and the Union to apply money received from a delinquent Employer in the following order of priority in the event sufficient funds are not recovered to pay all delinquent fringe benefit contributions, union dues, liquidated damages, interest, attorneys' fees, audit fees and/or costs due and owing by an Employer.

a. First, to the delinquent fringe benefit contributions owed to the U.A. Union Local No 290 Plumber, Steamfitter and Shipfitter Industry 401(k) Trust, and the vacation portion of the contributions owed the U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Employees Vacation, Scholarship and Educational Reimbursement Trust.

b. Second, to the delinquent fringe benefit contributions owed to the U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Health and Welfare Trust.

c. Third, to the delinquent fringe benefit contributions owed to the U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Pension Trust; Plumbers & Pipefitters National Pension Fund; the U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Retiree Health Trust; the United Association Local 290 Apprenticeship and Journeymen Training Trust Fund; and contributions other than for vacation owed the U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Vacation, Scholarship and Educational Reimbursement Trust.

d. Fourth, to the delinquent fringe benefit contributions and union dues owed to the Plumbing and Piping Management Trust Fund and the Union.

e. Fifth, to interest on the delinquent or late-paid fringe benefit contributions and union dues owed to the Employee Benefit Plans and Union described in paragraphs a through d.

f. Sixth, to attorneys' fees, audit fees and costs.

g. Seventh, to liquidated damages owed to the Employee Benefit Plans and Union described in paragraphs a through d.

If sufficient funds are not collected to pay all money owed within a particular category, i.e., fringe benefit contributions owed to the U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry 401(k) Trust, and the vacation portion of the contributions owed U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Vacation, Scholarship and Educational Reimbursement Trust, the funds collected will be divided on a pro rata basis based on the fringe benefit contributions owed to each Employee Benefit Plan in the particular category.

5. Right to Audit and Actions to Collect

The Trustees of the Employee Benefit Plans, or their administrator or designated agent, may, for the purpose of enforcing the provisions of the Agreement, this Addendum and the Trust Agreements for each of the Employee Benefit Plans, inspect and audit the payroll records and related records of an Employer signatory or bound by the Agreement or which becomes signatory or bound by the Agreement for the purpose of determining the accuracy of the payments made or required to be made to the Employee Benefit Plans. An Employer, who is signatory to or bound by the Agreement or becomes signatory to or bound by the Agreement, agrees, upon request of the Trustees of the Employee Benefit Plans, to release to the Trustees or their administrator or designated agent any information pertaining to payroll, subcontracting and related records which the Trustees or their administrator or designated agent may require to determine the accuracy of payments made or required to be made by the Employer to the Trust Funds. The Trustees of the Trust Funds shall be entitled to seek any appropriate legal, equitable and administrative relief to enforce this obligation and they shall not be required to invoke or resort to the grievance or arbitration procedure provided for in the Agreement, nor to invoke or resort to the arbitration procedure provided for in the Trust Agreement for each of the Employee Benefit Plans. In the event it becomes necessary to initiate any legal proceedings against an Employer, such Employer shall be obligated to pay the Employee Benefit Plans' costs and expenses incurred by the Trustees in such proceedings including reasonable attorneys' fees and reasonable audit fees.

6. Provisions Related to Specific Trust Funds

a. Contribution Amounts

The amount to be contributed to each Employee Benefit Plan covered by this Addendum is listed in the Agreement or applicable wage sheet contained in the Agreement.

b. Plumbing and Piping Management Trust Fund

The Plumbing and Piping Management Trust Fund has been established by an Agreement and Declaration of Trust which provides for the detailed operation thereof and has been executed by the Association and shall continue in full force and effect during the term of the Agreement. All Employers signatory to or bound by the Agreement or who become signatory or bound by or otherwise come under the scope of the Agreement, shall contribute the amount as specified in the applicable wage sheet. An Employer shall not be required to contribute more than a total of fifty thousand dollars (\$50,000) in any contract year (i.e., April 1 to March 31) to the Trust Fund. During the month of April of each contract year, an Employer may make a lump sum contribution of fifty thousand dollars (\$50,000) to the Trust Fund and will not be required to make any further contributions to the Trust Fund for the remainder of that contract year. Employers making monthly contributions will do so based on Health and Welfare Trust Fund hours reported at the negotiated hourly contribution rate. If an Employer's monthly contributions exceed fifty thousand dollars (\$50,000) in any contract year, that Employer may discontinue making monthly

making monthly contributions for the remainder of that contract year. It shall be each Employer's responsibility to monitor its contributions to determine if it may be eligible for the monthly contribution suspension. Contribution suspension eligibility must be confirmed in writing by the Trust Administrator with notice to the Association. Contributions made in excess of fifty thousand dollars (\$50,000) shall be deemed to be voluntarily made with no right of refund, nor may an Employer allocate excess contributions as a credit for future contribution obligations. All contributions shall be made at the time and in the manner prescribed by said Agreement and Declaration of Trust. For the purpose of administering this Trust Fund, the individual Employer, by becoming bound by the Agreement does hereby designate the Employer Trustees to act as its agent in all matters concerning said Trust Fund and agrees to be bound by the Agreement and Declaration of Trust and amendments thereto and restatements thereof.

The funds within the control of the Plumbing and Piping Management Trust Fund shall not be used for a purpose which is harmful or hostile to organized labor, the Union, or for the purpose of assisting mechanical and plumbing contractors to operate as non-union or double-breasted employers in the plumbing and pipe fitting industry.

c. U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry 401(k) Trust

Each Employer who is or becomes signatory to or bound by the Agreement agrees to allow voluntary employee contributions to the 401(k) Trust by making an appropriate reduction of the base wage rate for the employee. The employee, at the time of hire, shall determine whether he wants to make voluntary contributions and the amount of contributions (up to the maximum allowed by applicable law) by signing the appropriate authorization form. The voluntary employee contributions to the 401(k) Trust shall be paid monthly on or before the 10th day of the following month on forms provided by the Trust.

The terms under which the voluntary contributions can be made will be set by the 401(k) Trust. In the event of legislation or IRS regulations which inhibit the deductibility of 401(k) contributions, the Association and Union will meet immediately to ensure the continued deductibility of this benefit to the Employer and employee. If the method of deductibility cannot be agreed upon within 60 days, it will be referred to the grievance procedure.

d. U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Retiree Health and Welfare Trust

The Trust shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Trust as a deduction for income tax purposes.

e. Plumbers & Pipefitters National Pension Fund

All persons, firms or corporations who are signatory to or bound by the Agreement, or who become signatory to or bound by the Agreement, shall make pension contributions to the Plumbers & Pipefitters National Pension Fund in accordance with the terms of the Agreement and for the duration of the Agreement, and any renewals or extensions thereof, on behalf of those employees (*including apprentices*) covered by the Agreement as follows:

- (1) For each hour or portion thereof, for which an employee receives pay, the Employer shall be required to contribute a sum as specified in the applicable

applicable wage sheet for each compensable hour paid to the employees covered by this Agreement, including overtime to the above named Pension Fund. Each overtime hour shall be counted as one (1) regular hour for which contributions are payable. Pension payments are not required on travel time outside the normal working day.

- (2) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by the Agreement, except apprentices. Contributions for apprentices shall start after their probationary period.
- (3) The payments required above shall be made to the Plumbers & Pipefitters National Pension Fund which was established under an Agreement and Declaration of Trust, dated July 23, 1968, and restated May 16, 2001. The Employer agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust and any amendments thereto or restatements thereof. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates, as its representatives the Employer Trustees and successor Employer Trustees in accordance with the Restated Agreement and Declaration of Trust and amendments thereto or restatements thereof. The Employer hereby acknowledges that the terms and conditions of the Restated Agreement and Declaration of Trust are incorporated by reference in the Agreement and amendments thereto and restatements thereof.
- (4) It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

7. Additional Employee Benefit Plans

During the term of the Agreement, the Association agrees to consider amendments to the Agreement which allow for the establishment of and funding of a new employee benefit plan proposed by the Union, provided the new employee benefit plan meets the following criteria:

- a. The employee benefit plan is jointly administered by an equal number of Trustees appointed by the Association and Union;
- b. The employee benefit plan is established for a purpose allowable under the Labor Management-Relations Act or the Employee Retirement Income Security Act;
- c. The employee benefit plan shall conform to all requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the new employee benefit plan as a deduction for income tax purposes; and
- d. The contribution to the new employee benefit plan will be paid from the wage and fringe benefit package that the Association and Union have already negotiated.

8. Dues Check Off

Upon presentation of a proper authorization form executed by an employee, the Employer agrees to deduct union dues from the taxable wages of the employee and to remit union dues to the administrator for the Employee Benefit Plans for the benefit of the Union in accordance with applicable law. The amount of union dues to be deducted shall be in accordance with the Union's bylaws or as specified in the applicable wage sheet and such amount shall be certified by the Union upon request of the Employer. The dues deduction procedure shall not be applicable to initiation fees, fines or assessments.

The union dues shall be remitted by the Employer monthly up to and including the last payroll date of each and every calendar month, on or before the 20th day of the following month (*the due date*). The union dues deducted in accordance with this Section shall be summarized on the reporting forms used for fringe benefit contributions and the union dues shall be remitted to the administrator for the Employee Benefit Plans. The pro rata costs of such forms will be paid by the Union to the administrator for the Employee Benefit Plans. In the event an Employer fails to remit the union dues to the administrator on or before the due date, the Employer shall be liable for interest on the delinquent or late paid union dues at the rate of 9 percent per annum from the due date until paid and liquidated damages in an amount equal to 10 percent of the delinquent or late paid union dues.

The Union may elect to pursue collection of delinquent union dues either through court, administrative proceedings or through the grievance and arbitration procedure in the Agreement. A grievance over delinquent union dues may, at the election of the Union, bypass the Joint Grievance Committee and proceed directly to arbitration. The Union shall be entitled to an award of reasonable attorneys fees to enforce the payment of delinquent union dues in administrative or court proceedings or through the grievance procedure. The time limits in the Agreement for filing and processing grievances shall not apply to grievances concerning delinquent union dues.

The Employer agrees to release to the Union, or its representative, any information pertaining to payroll and payroll records, which the Union or its representative may request to determine whether all required union dues have been remitted to the administrator for the Employee Benefit Plans. In the event an audit of an Employer's books and records is undertaken and delinquent union dues are found due and owing, the Employer shall be responsible for the reasonable costs of conducting the payroll audit of its books and records.

**Plumbing and Piping Industry Council (PPIC)
d/b/a Plumbing & Mechanical Contractors
Association**

U.A. Union Local No. 290

Frank Wall, Executive Director

John Endicott, Business Manager

Date Signed

Date Signed

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