

SERVICE AGREEMENT – ADDENDUM “C”

TO

UA LOCAL UNION 290/PMCA MASTER LABOR AGREEMENT

This Addendum by this reference is made a part of the U.A. Local Union 290/PMCA Master Labor Agreement, which is effective from April 1, 2017 to March 31, 2023, and establishes the exceptions for Commercial and Residential Service and Maintenance for HVAC, Plumbing and Refrigeration Systems within the jurisdiction of United Association Local Union 290 in Oregon, and the applicable counties in Southwest Washington and Northern California specified in the Master Labor Agreement.

This Addendum is intended to supplement, not replace, the Master Labor Agreement. If any provision of this Addendum is in conflict with the Master Labor Agreement, the provision of this Addendum shall prevail and supersede the provision of the Master Labor Agreement.

This Addendum shall cover all service work of plumbing, heating, air conditioning, refrigeration, process and power piping systems, and all other work on items identified in Article IV of the Master Labor Agreement. The Employer shall not assign service work described in Article IV to employees not covered by this Agreement nor shall the Employer train non-bargaining unit employees to perform that work.

Purpose of Addendum “C” – It is not the intent of this Addendum Agreement that it be used for industrial work, plant expansions, or new construction work of any kind, but rather to enhance the competitiveness of those firms regularly performing Service work as a part of their routine business.

1. **Work Week:** The regular work week for all service employees covered by this Agreement shall be forty (40) hours per week. The work week shall be eight (8) hours per day, Monday through Friday, or, Tuesday through Saturday. Any alternate work week shall be approved by the Local 290 Business Manager.
 - A. **Shifts and Overtime:** A normal work shift shall begin between 6:00 a.m. and 8:00 a.m. Employees working a ten (10) hour day shall do so by mutual agreement between the Employer and the employee. All hours worked in excess of a ten (10) hour day and a forty (40) hour week shall be paid at one and one-half (1 ½) times the straight time rate. All shifts shall be continuous days/nights of work.
 - B. **Sundays and Holidays:** Work performed on Sundays and Holidays must be paid at two (2) times the regular rate for the actual hours worked, except in the following

circumstances: All non-scheduled emergency work performed on Sunday shall be paid at one and one half (1 ½) times the straight time rate. All work on a Holiday shall be paid at two (2) times the straight time rate.

(1) All non-scheduled overtime on emergency refrigeration, air conditioning and plumbing service work shall be paid at one and one-half (1 ½) times the straight time rate with the following clarification:

(a) Emergency work is defined as: Emergency service work which was not pre-planned, but performed to restore to working order any equipment when the customer's regular business operations are at risk, or work performed for the preservation of customer goods, property, etc.

C. Intent: It is not the intent that any terms or provisions of this Addendum Agreement be applied to expand existing equipment or the enlargement, remodeling or retrofitting of a plant.

2. Travel Pay and Subsistence:

A. When an Employer provides transportation, a fifty (50) mile free zone shall be established in the center of the city or metropolitan area within which the employer's shop is located (normally the Employer's local office or a designated point to which the employee is permanently assigned).

B. When the work location (s) is over fifty (50) miles away, the Employer shall provide sufficient reimbursement to cover all reasonable expenses, or all travel time (outside the normal work shift) shall be paid at the normal straight time rate of pay, not to exceed the current journeyman straight time rate, excluding fringe benefits, and not to exceed eight (8) hours in a twenty-four (24) hour period.

C. It shall be understood that travel to the first service call and from the last service call shall be on the employee's own time provided that the work locations are within the fifty (50) mile free zone.

D. All travel time during the normal work day shall be paid at the employee's normal rate of pay. If the mechanics are normally dispatched from the Employer's shop, their time shall begin from that location. If an employee is required to return to the shop, their time shall end there, otherwise the completion of the last service call is the point when paid time will end.

E. Emergency Work: Employees shall be paid from the time they leave their residence until the time they return to that residence.

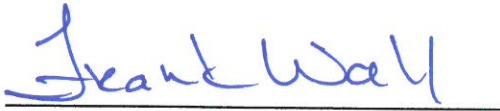
3. Stand-by Time: Should it be mandatory that a designated employee be placed on a readily accessible stand-by, which is defined as physically responsible for calls, a stand-by premium of:
 - A. One (1) hour shall be paid to that employee for each weekend day on stand-by.
 - B. One half (½) hour shall be paid to that employee for each week day on stand-by.
 - C. The above shall be computed at the current Journeyman's normal straight time rate of pay, excluding fringe benefits.
4. Employees covered by this Agreement shall not be required to sign non-compete agreements.
5. A special classification of Tradesman shall be established and shall be allowed to perform the work listed below:
 - A. All routine maintenance and inspections regardless of size or location of the mechanical or plumbing equipment being inspected or maintained, where this work is being done as a periodic routine service, inspection and or procedure by the Employer, such as:
 - 1) Filter changing.
 - 2) Oil and greasing.
 - 3) Belt adjusting or replacing.
 - 4) Cleaning of cooling towers, coils, evaporators and water treatment.
 - B. If an employer is found to have been in violation of the use of this classification by any unauthorized expansion of the above scope of work, the Union shall have the right to restrict the use of this classification of employee to that Employer.
 - C. All hiring shall be through the UA Local 290 Hiring Hall. After each six (6) months of employment, the Employer and the Union shall meet to determine if the Tradesman should continue in this classification.

D. The economic package for the classification of Tradesman shall be as described in the wage sheet for a Tradesman as revised by Local 290 and the PMCA from time to time.

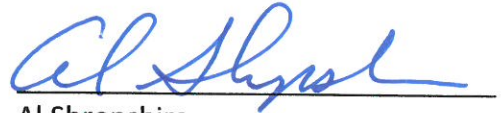
Dated this 23 day of March, 2017.

Plumbing and Mechanical
Contractors Association

Plumbers & Steamfitters
U.A. Local Union 290



Negotiating Committee Chairman



Al Shropshire
Business Manager
Financial Secretary/Treasurer