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HOLIDAY PROVISIONS

FOR

PLUMBER:
PLUMBER, PIPEFITTER

IN

DEL NORTE AND HUMBOLDT COUNTIES

**Master Labor Agreement
and Working Rules
of the
United Association
Local 290**

April 1, 2014 – March 31, 2016

SECTION 10.5: Legal Holidays shall consist of:

- | | |
|-------------------|-------------------------------|
| 1. New Years Day | 5. Veterans 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.

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, 2014 to March 31, 2016, 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.

- 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.