

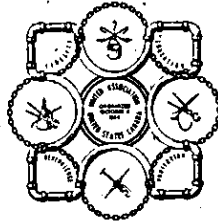
K 8189  
1,000 workers  
107 pgs

# LABOR/MANAGEMENT AGREEMENT

*between*

## UNITED ASSOCIATION LOCAL 32

of Journeymen and Apprentices of the Plumbing and  
Pipe Fitting Industry of the United States and Canada



*and*

## MECHANICAL CONTRACTORS ASSOCIATION OF WESTERN WASHINGTON



Effective June 1, 2002 through May 31, 2005



U.A. LOCAL #32

(425) 277-6680

APPRENTICESHIP OFFICE

(425) 271-5900

JOINT ADMIN. SERVICES

Health & Welfare, Vacation

(206) 441-7575

State & Supplemental Pension

(206) 441-8585

MECHANICAL CONTRACTORS  
ASSOCIATION

(206) 442-9029

NATIONAL PENSION OFFICE

(800) 638-7442

**LABOR / MANAGEMENT AGREEMENT**

**BETWEEN**

**MECHANICAL CONTRACTORS  
ASSOCIATION  
OF WESTERN WASHINGTON**

**AND**

**UNITED ASSOCIATION LOCAL #32**

**Effective June 1, 2002 through May 31, 2005**

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## **MEMORANDUM OF UNDERSTANDING #1**

1. MCAWW agree to hear third step grievances with independent contractors who are signatory to this Agreement.
2. Signatory contractors are expected to submit alternate bids whenever possible for all plumbing and piping work as described in Work Rules Supplement, Article I, Jurisdiction of the U.A.

**MEMORANDUM OF UNDERSTANDING #2  
AMONG MCA OF WESTERN WASHINGTON,  
UA LOCAL 32, AND SIGNATORY EMPLOYERS  
CONCERNING THE MOVEMENT OF  
PIPE FABRICATION**

1. This memorandum applies only to residential and commercial work. There is no limit to the size of fabrication or materials used.
  
2. To participate in this fabrication understanding, Employers must sign this memorandum. The Employer will forward a signed copy to the UA Local 32 and MCA of Western Washington. All Employers must notify UA Local 32 of their intent to fabricate under the terms of this memorandum before beginning work.
  
3. The participating Employer must pay Employees performing the fabrication at the higher wage and fringe rate of the two local Unions. The Employer agrees to allow all payroll records and Employee paychecks to be examined to verify compliance.

ACCEPTED BY MCAWW

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ACCEPTED BY U.A. LOCAL #32

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## DEFINITION SECTION

**Section 1.** The term Employer as used in the agreement means any person, firm, partnership, joint venture, corporation or other business entity engaged in Plumbing and Pipefitting work as that term is defined in this agreement. The Employer shall maintain a place of business location fronting a street with a business telephone.

**Section 2.**

- (A) A representative of the Local Union shall inspect the Employers place of business as to the suitability and compliance with this section of the agreement.
- (B) 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.

**Section 3.** The Employer shall have a Washington State Tax Number, Washington State Contractors License Number and Federal Identification Number.

**Section 4.** The term "Union" means Local 32 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada- AFL-CIO.

**Section 5.** The term "Apprentice" is defined as one who has been indentured to the Journeymen and Apprentice Training Committee and is registered with the Washington State Apprenticeship Council.

**Section 6.** The term "Helper" refers to workers who are not journeymen or indentured apprentices.

## PURPOSE OF THE AGREEMENT

Local 32 and MCAWW mutually agree that the intention of this Agreement is to promote productivity, efficiency and quality workmanship. Both parties will continue in our combined efforts to improve productivity, efficiency and maintain quality workmanship in the Plumbing and Pipefitting Industry.

## ARTICLE I - PARTIES AND AREA COVERED

**Section 1.** This Agreement shall be binding on Local 32 and upon all Employers who have employed or shall, during the term of this Agreement, employ workers represented by Local 32 and who have

(1) signed this agreement or (2) expressly or implied has authorized some other person to sign on such Employers behalf and (3) requested and accepted referral of one (1) or more workers from Local 32.

**Section 2.** This Agreement shall be known as the Master Agreement and contains: Memorandum of Understanding #1 (Page 3), Memorandum of Understanding #2 (Page 4), Definition Section (Page 5), Master Agreement, Hiring Hall, Alcohol and Drug Test Policy, Residential Agreement Appendix I, Refrigeration and Mechanical Equipment and Systems Service and Maintenance Appendix II and Eastern Washington Agreement Appendix III.

This Agreement shall be effective in all areas within the Washington territorial jurisdiction of Local Union 32 and shall apply to any other area assigned by the U.A., be it temporary or permanent. If the territorial jurisdiction of Local 32 is modified, the area shall remain under this agreement until expiration.

**Section 3.** The present territorial jurisdiction of Local 32 covered by this agreement consists of all of King County, all of Clallam County, all of Jefferson County, all of the dam sites on the Skagit River in Whatcom County, all of Chelan County, northern tip of Kittitas County (north of the 5th standard parallel), western half of Douglas County (from 119 degrees, 30 minutes west longitude), all of Okanogan County (except east of 119 degrees, 30 minutes west longitude north to the township lines below, 48 degrees, 30 minutes north latitude).

## ARTICLE II - RECOGNITION

**Section 1.** Having received a request for recognition by the Union as the sole and exclusive majority representative of its Employees covered by the Agreement, the Employer acknowledges and affirms that the Union is the sole and exclusive majority bargaining representative of its Employees covered by the labor agreement under Section 9(A) of the National Labor Relations Act, as amended, based on the Union's offer to show proof of its majority support.

**Section 2.** Local 32, the MCAWW and all independent contractors who have agreed to abide by the wages, hours, terms and conditions of employment set forth in this agreement, do hereby agree to establish and recognize a single multi-Employer collective bargaining unit. U.A. Local 32 recognizes MCAWW as the bargaining agent for those Employers in the Plumbing and Pipefitting industry operating within the territorial area covered by this Agreement for the type of work



covered by this Agreement who have or hereinafter designate MCAWW as their bargaining agent.

**Section 3.** Employers covered by this Agreement shall be free to designate their own representative for the purposes of collective bargaining; however, such designation shall not effect the Employers right or obligation to make trust fund contributions required by this Agreement. Nor shall such right of designation affect the Employers status as a member of the multi-Employer bargaining unit. Local 32, its officers and agents do hereby agree that they will in no way inhibit or discourage independent contractors from becoming members of MCAWW.

**Section 4.** The Employer agrees to notify Local 32 immediately when they have contracted to do work of one (1) million dollars or more of total mechanical value and shall provide information concerning the project, including the scope of the work. At the request of the Employer or Local 32, MCA shall schedule a pre-job conference to discuss the scope of work, subcontractors and work assignments for the project. In addition to the above requirement signatory contractors shall notify Local 32 when bidding any sewage treatment plant work for the purpose of attending an informational meeting arranged by MCA prior to bid date. In an effort to avoid potential jurisdictional disputes over work assignments and subcontracting, the Union and the Employer shall make every effort to agree on Local 32's scope of work and jurisdictional claims in sewage treatment plant work prior to bid time. If a signatory Employer is the successful bidder and the Union disputes any work assignment or subcontracting to a non-signatory contractor, then Local 32 may request, and the parties will proceed, to expedited arbitration in accordance with the procedures set forth by the American Arbitration Association per Article VIII, Settlement of Jurisdictional Disputes.

### **ARTICLE III - WORK RECOVERY**

**Section 1.** In the event that Local 32 wishes to recover or protect from loss any work covered by this Agreement, the Local 32 Business Manager can establish special terms for a specific project. The MCA office shall be given timely notice of these special provisions.

**Section 2.** This section is intended to provide expanded work opportunities for new Employees in the Service and Maintenance markets and is intended for use by those Employers that are actively engaged in the Service and Maintenance field as defined below. This section is designed to cover mechanical service and maintenance work includ-

ing evacuation, charging, startup, inspection, operating, preventative maintenance and service calls to keep all mechanical systems and controls of refrigeration, air conditioning, heating and/or ventilation, boilers, pumps, mechanical equipment, piping systems, plumbing systems and building automation systems in operational order in a currently operating building. Service and maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component thereof, including all other service and maintenance work assigned to the Employer by the customer. This work shall include modifications, renovation, remodeled, revamped or redesigned mechanical, refrigeration piping and plumbing systems regardless of size or location, not exceeding three hundred (300) man hours. Temporarily installed systems are considered to be service work. This shall not include held up or delayed work of any type, new construction, process piping nor industrial work of any description.

**Section 3.** Building Trades Plumbers and Steamfitters performing this work shall be paid the Building Trades rate of pay and stand by time and service Overtime shall be worked in accordance with Article XV Section 3.

**Section 4.** Mechanical Equipment Service Technicians as described in Appendix II Refrigeration and Mechanical Equipment and Systems Service and Maintenance Agreement, may be employed per their scope of work description as delineated in Appendix II.

## **ARTICLE IV - CHANGE OF OWNERSHIP**

A change in the Employers legal structure (e.g. proprietorship to corporation) shall not justify noncompliance with this Agreement. Local 32 shall be notified in writing of such change.

## **ARTICLE V - UNION SECURITY**

**Section 1.** The Employer shall require all Employees engaged in Plumbing and Pipefitting work, who are members of Local 32, on the date of the execution of this agreement, to maintain such membership as a condition of employment. The Employer shall require all other Employees, whether presently on the payroll or future new hires, who are engaged in Plumbing and Pipefitting work to acquire and maintain membership in Local 32 as a condition of employment on and after the 8th day following the commencement of their employment or the date of execution of this agreement, whichever is later. Since all Employees are employed within a single multi-Employer bargaining unit,

only one eight day grace period will be recognized for each Employee during the term of this agreement.

**Section 2.** The Employer shall terminate any Employee who is not a member of Local 32, as required by this Article, within forty-eight (48) hours after receiving written notice from Local 32.

**Section 3.** Membership in Local 32 for the purposes of this Article shall mean (1) tendering to Local 32 its initiation fee under non-discriminatory conditions established by Local 32 and (2) tendering to Local 32, on or before the 10th day of each month, the monthly dues established by Local 32 and (3) tendering to Local 32, on or before the 10th day of each month the working dues (based on the previous months employment) established by Local 32.

## **ARTICLE VI - HIRING HALL RULES AND PROCEDURES**

**Section 1.** The hiring policies, rules and regulations in governing employment under this Agreement shall at all times meet the requirements of the National Labor Relations Act as amended by the Congress. Hiring rules and regulations, as set forth in the Hiring Hall supplement to this Agreement, adopted and published under this section shall at all times be and remain posted in any and all hiring halls operated pursuant to the terms and provisions of this Agreement.

## **ARTICLE VII - GRIEVANCE PROCEDURES**

**Section 1.** All disputes (except for jurisdictional disputes which will be resolved per Article VIII) that arise during the term of this Agreement shall be resolved in accordance with the provisions of this Article. All time provisions stated herein may be extended by mutual agreement of both parties to the dispute.

**Step 1.** The Employers or Employees concerned shall report the facts to the Job or Shop Steward, who shall undertake to settle the matter. If there is no steward, the Employer or Employee shall attempt to settle their grievance. An Employee or steward who has a grievance shall present it to a representative of the Employer within thirty (30) calendar days of the date they were aware that there was a contract violation. Grievances must be submitted for adjustment or settlement within thirty (30) days of the time that the Union or the Employer became aware that there was a contract violation or they will be deemed untimely. All disputes must be before the grievance committee within six (6) months of when the circumstances giving rise to

such grievances occurred or they will be deemed untimely. If no adjustment or settlement is reached, the Employer, Employee or steward shall report the facts to the Business Manager or Business Representative of Local 32 who shall invoke Step 2.

**Step 2.** The Business Manager or the Business Representative shall confer with the Employer, or top-level management. If no adjustment or settlement is reached, either the Employer or the Business Manager or the Business Representative may invoke Step 3.

**Step 3.** The grievance shall be placed before a joint grievance committee in writing. The party filing dispute shall notify the other party, MCAWW and Local 32 by either certified mail or fax, of the circumstances and the issues in the dispute. The joint Grievance Committee shall call all of the parties to the dispute to a joint meeting in not less than two (2) and within ten (10) working days after receipt of the grievance from the disputed parties. The Committee shall attempt to resolve the dispute to the satisfaction of the parties, but under no circumstances shall the Committee adjudicate the dispute. In the event the committee is unable to resolve the dispute, either party may submit the grievance to impartial arbitration as outlined in Step 4. If the Union or the Employer does not submit the unsettled grievance for arbitration within seven (7) calendar days of the grievance meeting then a subsequent request for arbitration shall be invalid.

Failure of the joint Grievance Committee to meet within ten (10) working days after receipt of the written grievance shall void Article VII, Section 2 unless mutual agreement is reached between Local 32 and MCAWW to extend the ten (10) working day time provision. The Joint Grievance Committee shall be composed of two (2) labor members representing the Union and two (2) MCAWW members representing MCAWW. A MCAWW member shall serve as Chairman and shall arrange for and give notice of all meetings and shall distribute all pertinent material to parties concerned. No Employer party to the dispute shall serve on the Committee.

**Step 4.** The Committee shall select and submit the dispute to an impartial arbitrator selected from a list of arbitrators provided by the Federal Mediation and Conciliation Service. The arbitrators shall be members of the Northwest Panel of the National Academy of Arbitrators. The selected arbitrator shall conduct the hearing in accordance with the procedures set forth by the American Arbitration Association.

**Step 5.** The parties may by mutual agreement between the Union and

MCAWW elect to process the dispute through the Industrial Relations Council for the Plumbing and Pipefitting Industry.

**Section 2.** There shall be no strike or lockout over disputes covered by this Article except that the Union or Employer shall have the right to take economic action if the Employer or Union fails to abide by the arbitrators decision. The right to take economic action (as set forth in this Article VII, Section 2) shall not apply to disputes involving Article X, Section 2.

## **ARTICLE VIII - SETTLEMENT OF JURISDICTIONAL DISPUTES**

All Jurisdictional disputes between the Local and the contractors signatory to this agreement and any other Union craft or non Union craft will be settled in the following manner:

1. Work will be assigned by contractors signatory to this agreement in accordance with (a) Article I, Jurisdiction of the United Association of this Agreement, (b) National Agreements of record signed by the international Union; (c) past jurisdictional decisions made by the Joint Board for the Settlement of Jurisdictional Disputes and (d) historical area practice.
2. If either party to the dispute is unsatisfied, the dispute shall be immediately taken to expedited arbitration in accordance with the procedures set forth by the American Arbitration Association. The Union must submit their request for expedited arbitration no later than 7 days after the Union receives an assignment letter from the contractor. In any case, if no letter is received, the Union shall be required to submit within thirty (30) days of the commencement of work.
3. This section applies to all work contracted or subcontracted by the Employers signatory to this agreement. In the event the above process is complied with, the parties agree to accept and be bound by the outcome. There will be no strikes, lockouts, work stoppages, slowdowns or other interference's with the work because of jurisdictional disputes. Should a work stoppage occur, Local 32 will make every reasonable effort to ensure that the stoppage is ended as soon as possible.
4. Upon request from the Union, the Employer shall provide to the Union with a copy to MCA, a letter of evidence that sets out any work assignments made on a job site. The Union may make such a request while a project is under construction in order to verify work that is performed by its members, or if the request is made after the project has been completed, it must be made within a rea-

sonable period of time to ensure the accuracy of description of the assignments. The letter of evidence will contain a complete description of any equipment, hangers, supports, the handling, erection, rigging, setting, dismantling or assembling of all piping of any description, the material used, the make-up of the crew, composite crew, etc., name of the project and the location of the project. Employers who fail to comply with the request within ten (10) days will be subject to the Grievance Procedure.

## **ARTICLE IX - FRINGE BENEFITS AND FUND CONTRIBUTIONS**

**Section 1.** This Agreement has established certain trusts and funds as listed below.

All Employers shall pay fringe benefits and fund contributions as required by Article XI hereof.

1. Plumbers and Pipefitters of Local 32 Vacation Fund
2. Seattle Area Plumbing and Pipefitting Industry Health and Welfare and Dental Fund
3. Washington State Plumbing and Pipefitting Pension Plan
4. Plumbers and Pipefitters National Pension Fund
5. Seattle Area Plumbing and Pipefitting Industry Journeyman and Apprentice Training Fund
6. Seattle Area and North Central Washington Mechanical Contracting Industry Improvement Trust Fund
7. Local 32 Supplemental Pension Plan
8. Local 32 Working Dues and Assessments
9. International Training Fund

It has been the practice in the past for the Board of Trustees of the Seattle Area Plumbing and Pipefitting Industry Health and Welfare Fund to be responsible for the distribution and the collection of all the funds as herein set out in this Article except for the Plumbers and Pipefitters National Pension Fund.

It is agreed that the Board of Trustees of the Seattle Area Plumbing and Pipefitting Industry Health and Welfare Trust shall continue to be responsible for the collection and distribution of all of the funds in the interest of a more efficient and economical operation. Costs and expenses of such collection and distribution shall be the responsibility of the fund or funds that are receiving the benefit of any collection or distribution services.

The parties to this agreement may revoke this authority at any time

and the Board of Trustees of the Seattle Area Plumbing and Pipefitting Industry Health and Welfare Trust shall, in this connection, at all times be subject to the further written directions of the parties to this Agreement.

**Section 2.** Such contributions together with the required reports shall be forwarded to the Bank, Agency or Institution as may be designated by the Joint Board of Trustees. The reports and payment must be post-marked by the Post Office no later than the 10th day of the month following the calendar month in which the hours were worked. The Bank, Agency or Institution shall prorate and distribute the contributions to the appropriate funds.

**Section 3.** In the event any Employer fails to make any of the contributions as required by this Article, or by Article XI, such Employer shall be required to pay in addition to the principal sum due, reasonable Attorney fees, costs of collection and liquidated damages in the amount of twenty percent (20%) of the amount of the contributions which are owed or fifty dollars (\$50.00) whichever is greater. In addition, the delinquent contributions shall bear interest at the rate of twelve percent (12%) per annum from the date they are paid.

In the event that suit is initiated, it is agreed that such suit shall be filed in a court of competent jurisdiction in King County, Washington. In addition to the remedies set forth herein, the Union shall be free (notwithstanding any express or implied "no strike" clause in this agreement) to strike and picket any Employer failing to make any payment of money required by this Article or Article XI; provided, however, that such rights shall not be exercised within the ten (10) day period following the due date of such payments. In the event that the Union engages in a strike for the purpose of enforcing this Article or Article XI, the Employer shall be liable for earnings lost by these Employees because of the strike.

In the event the Employer fails to remit fringe benefit contributions within the time specified in the preceding paragraph, any funds subsequently paid to or collected by the Joint Board of Trustees shall first be applied to any delinquent voluntarily contributed payroll deductions designated for the Supplemental Pension Plan, with any remainder then applied to the Vacation Contributions, and with any remainder then applied to the other contributions on a pro rata basis.

**Section 4.** In the event any Employer becomes delinquent more than twice during any one year period from the effective date of this agreement, or from the date the Employer first becomes bound by this Agreement if later, then in that event the Trustees of the Funds listed

in Section 1 of this Article, shall have the authority to require such Employer to pay one months fringe benefit liability in advance, not to exceed one months liability at any one time. One months advance fringe benefit liability shall be the average of the highest three months of contributions paid in the immediately preceding 12-month period or lesser period where applicable.

**Section 5.** It shall be the Employers responsibility to obtain appropriate forms for reporting trust fund payments.

**Section 6.** If an audit conducted pursuant to the terms of this Agreement reveals that the Employer has under paid either wages, Fringe benefits, or Fund contributions by five percent (5%) or more in any period audited, the Employer shall be required to pay the entire cost of the audit.

**Section 7.** All Employers agree to be bound by the terms and conditions of the Trust agreements governing the funds specified in Section 1 of this article. Further, all Employers agree to accept as their representatives the current Employer trustees on such funds and their lawfully appointed successors.

**Section 8.** All Employers agree that the vacation contributions required by Article IX and Article XI of this agreement shall be payable to the Board of Trustees of the Seattle Area Plumbing and Pipefitting Industry Health and Welfare Fund for the purpose of providing a vacation allowance plan which shall be established, controlled and administered by such Board of Trustees.

**Section 9.** Contributions to the Seattle Area and North Central Washington Mechanical Contracting Industry Improvement Trust Fund, shall be paid by all Employers signatory to this agreement in the amount of thirty three cents (\$.33) for all hours worked and such payments to be made to Trustees described in Article IX, who are hereby authorized to receive such funds as collection agent for transfer to the Trustees of the said Industry Fund. The Fund is established generally for the promotion and advancement of the Mechanical contracting industry, to educate the public concerning desirable, safe and economic mechanical installation, to sponsor education, research and develop activities to improve the industry, all as more particularly provided in the agreement and Industry Trust Fund document creating the Fund.

The Industry Fund shall be managed and operated by a Board of Trustees designated by the Mechanical Contractors Association of Western Washington. The duties and plans of the Trustees are more



fully defined in the Agreement and Industry Trust Fund Trust document governing its operation. No Journeyman or apprentice shall have any vested right in the sums contributed by the Employer hereunder to the Industry Fund. Said Fund shall not be considered wages for the purposes of overtime, compensation, withholding taxes, social security taxes, or for any other purposes.

**Section 10.** Contributions to the Western Washington Supplemental Pension Plan shall be made by all signatory Employers as required in Article IX and Article XI and such payments are to be made to the Trustees described in Article IX who are authorized to receive such funds. The Trustees shall be appointed in the manner provided for in the Trust Agreement. The Western Washington Supplemental Pension Plan is a tax qualified Pension Plan sponsored and administered by a joint labor management Board of Trustees. It is a defined contribution individual account Plan and Employer contributions go directly into each individual Employees account.

**Section 11.** The Employer agrees to check-off working dues and assessments as established by Local 32. Such funds shall be checked off from each paycheck. Local 32 is obligated to notify the Employer of the amounts to be checked off. The amounts checked off will be remitted to the Trust Fund administrative office which will transfer such funds to Local 32. The administrative office will act as agent for purpose of receiving and retaining individual check-off authorizations.

The Employers obligation to make deductions from the wages of each Employee under this section is conditioned upon receipt of a written authorization from the Employee which shall be irrevocable for a period of one year or the term of this Agreement, whichever is lesser; provided, however, that such authorization shall automatically renew itself for annual periods, unless the Employee gives written notice by certified mail to the Union of intent to revoke such authorization. Such notice must be given within the 30-day period preceding the expiration or automatic renewal date as the case may be, of the authorization.

## **ARTICLE X - PROTECTION OF RIGHTS**

**Section 1.** It shall not be a violation of this agreement and it shall not be cause for discharge, discipline or permanent replacement for any Employee covered by this Agreement to refuse to cross or work behind any primary picket line.

**Section 2.** The Employer shall not subcontract or otherwise transfer, in whole or in part, any Plumbing and Pipefitting work to be done at

the site of construction alteration, painting, or repair of a building, structure, or other work, unless the person, firm, partnership, joint venture or corporation or other business entity, to whom the work is subcontracted or transferred, is a party to a written agreement with Local 32 covering wages, hours, terms or other conditions of employment of Plumbing and Pipefitting Employees.

**Section 3.** Plumbing and Pipefitting work, which under the terms of this Agreement may be performed off the job-site, must be performed by Employees employed at a wage scale (including fringe benefits and fund contributions) equivalent to that set forth in this Agreement. Employees covered by this Agreement shall not be required to do any Plumbing and Pipefitting work that has been done in whole or in part, in violation of this section. The Union will not take economic action to enforce this Section or Section 2 of this Article.

**Section 4.** The management of the Employers business, including but not limited to the direction of the working force, the right to hire, plan, direct, control, schedule work and terminate Employees, (including for cause), is the right and responsibility of the Employer. The Employer retains all rights not specifically nullified by this agreement.

## **ARTICLE XI - WAGES, FRINGE BENEFITS AND FUND CONTRIBUTIONS**

**Section 1.** The wages and fringe benefits shall be in accordance with the following schedule effective June 1, 2002.

**Effective June 1, 2002,** the contractors shall make available \$1.35 allocated as follows: \$.30 to Health and Welfare Trust, \$.05 to the Apprenticeship Trust and the remaining \$1.00 to be allocated by Local 32.

**Effective January 1, 2003,** the contractors shall make available an additional \$.75 to be allocated by Local 32.

**Effective June 1, 2003,** the contractors shall make available an additional \$1.00 to be allocated by Local 32.

**Effective January 1, 2004,** the contractors shall make available an additional \$.95 allocated as follows: \$.05 to the Industry Improvement Trust and the remaining \$.90 to be allocated by Local 32.

**Effective June 1, 2004,** the contractors shall make available an additional \$1.15 to be allocated by Local 32.

**Effective January 1, 2005**, the contractors shall make available an additional \$1.15 to be allocated by Local 32.

Should the Health & Welfare Trustees and/or the Apprenticeship Trustees call for an increase to the contribution rates for their respective Trusts, it is agreed that these additional contributions will be allocated from the negotiated increases. Should the Trustees of the Industry Improvement Trust Fund request an increase to its contribution rate above the negotiated amount, the Employers agree to an additional contribution of new money up to a maximum of ten cents (\$.10) during the term of this agreement.

Effective June 1, 2002 the hourly wage/fringe rates shall be as follows:

<b>JOURNEYMAN</b>	<b>STRAIGHT <u>TIME</u></b>	<b>TIME &amp; <u>ONE-HALF</u></b>	<b>DOUBLE <u>TIME</u></b>
Basic Hourly Wage Rate	\$29.13	\$43.70	\$58.26
Vacation	4.05	6.08	6.08
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME*</b>	<b>\$34.18</b>	<b>\$50.78</b>	<b>\$65.34</b>
Health & Welfare & Dental	3.85	5.78	5.78
Washington State Pension Fund	2.90	2.90	2.90
National Pension Fund	1.70	1.70	1.70
International Training Fund	.05	.05	.05
Industry Improvement Trust	.38	.38	.38
MCAWW Dues	.02	.02	.02
JATC	.68	.68	.68
Supplemental Pension	<u>2.75</u>	<u>2.75</u>	<u>2.75</u>
<b>TOTAL PACKAGE</b>	<b>\$46.51</b>	<b>\$65.04</b>	<b>\$79.60</b>

<b>FOREMAN (10% Premium)</b>	<b>STRAIGHT <u>TIME</u></b>	<b>TIME &amp; <u>ONE-HALF</u></b>	<b>DOUBLE <u>TIME</u></b>
Basic Hourly Wage Rate	\$32.05	\$48.08	\$64.10
Vacation	4.05	6.08	6.08
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME*</b>	<b>\$37.10</b>	<b>\$55.16</b>	<b>\$71.18</b>
Health & Welfare & Dental	3.85	5.78	5.78
Washington State Pension Fund	2.90	2.90	2.90
National Pension Fund	1.70	1.70	1.70
International Training Fund	.05	.05	.05
Industry Improvement Trust	.38	.38	.38
MCAWW Dues	.02	.02	.02
JATC	.68	.68	.68
Supplemental Pension	<u>2.75</u>	<u>2.75</u>	<u>2.75</u>
<b>TOTAL PACKAGE</b>	<b>\$49.43</b>	<b>\$69.42</b>	<b>\$85.44</b>

<b>LEAD FOREMAN (15% Premium)</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$33.50	\$50.25	\$67.00
Vacation	4.05	6.08	6.08
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME*</b>	<b>\$38.55</b>	<b>\$57.33</b>	<b>\$74.08</b>
Health & Welfare & Dental	3.85	5.78	5.78
Washington State Pension Fund	2.90	2.90	2.90
National Pension Fund	1.70	1.70	1.70
International Training Fund	.05	.05	.05
Industry Improvement Trust	.38	.38	.38
MCAWW Dues	.02	.02	.02
JATC	.68	.68	.68
Supplemental Pension	<u>2.75</u>	<u>2.75</u>	<u>2.75</u>
<b>TOTAL PACKAGE</b>	<b>\$50.88</b>	<b>\$71.59</b>	<b>\$88.34</b>

<b>GENERAL FOREMAN (20% Premium)</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$34.96	\$52.44	\$69.92
Vacation	4.05	6.08	6.08
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME*</b>	<b>\$40.01</b>	<b>\$59.52</b>	<b>\$77.00</b>
Health & Welfare & Dental	3.85	5.78	5.78
Washington State Pension Fund	2.90	2.90	2.90
National Pension Fund	1.70	1.70	1.70
International Training Fund	.05	.05	.05
Industry Improvement Trust	.38	.38	.38
MCAWW Dues	.02	.02	.02
JATC	.68	.68	.68
Supplemental Pension	<u>2.75</u>	<u>2.75</u>	<u>2.75</u>
<b>TOTAL PACKAGE</b>	<b>\$52.34</b>	<b>\$73.78</b>	<b>\$91.26</b>

**\*NOTE: Working Dues = 1.75% of Gross Taxable Income**

<b>UTILITY WORKER (60% of Journeyman)</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$17.48	\$26.22	\$34.96
Vacation	<u>.50</u>	<u>.75</u>	<u>.75</u>
<b>TAXABLE INCOME*</b>	<b>\$17.98</b>	<b>\$26.97</b>	<b>\$35.71</b>
Health & Welfare & Dental	3.85	5.78	5.78
National Pension Fund	.60	.60	.60
International Training Fund	.05	.05	.05
Industry Improvement Trust	.28	.28	.28
Supplemental Pension	<u>.75</u>	<u>.75</u>	<u>.75</u>
<b>TOTAL PACKAGE</b>	<b>\$23.51</b>	<b>\$34.43</b>	<b>\$43.17</b>

<b>HELPER (47% of Journeyman)</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$13.70	\$20.55	\$27.40
Health & Welfare & Dental	3.85	5.78	5.78
Industry Improvement Trust	<u>.33</u>	<u>.33</u>	<u>.33</u>
<b>TOTAL PACKAGE</b>	<b>\$17.88</b>	<b>\$26.66</b>	<b>\$33.51</b>

**\*NOTE: Working Dues = 1.75% of Gross Taxable Income.**

**Mask Pay** .....\$ .75/ hour above base rate

**Travel Pay** shall be as follows:

Employees personal vehicle .....\$ .37 per mile

Employers company vehicle .....\$ .14 per mile

**Per diem Pay** .....\$65.00 per day worked

Note: 4-10 Language

**Section 2.** In addition to the basic Journeyman hourly wage rate, the Employer shall pay no less than 10% above basic Journeyman hourly wage rate per hour worked to Employees classified as Foreman; he shall pay 15% above basic Journeyman hourly wage rate per hour worked to Employees classified as Lead Foreman and 20% above basic Journeyman hourly wage rate per hour worked to Employees classified as General Foreman (See Article XI, Section 1). The provisions of Article XI, Section 6 (Overtime) shall apply to Foreman, Lead Foreman or General Foreman.

**Section 3.** When Employees are directed to work in areas or use equipment requiring the wearing of a respiratory protective device as per the OSHA or WISHA Construction Standards, they shall be compensated at a rate of pay known as "MASK PAY". (See Article XI, Section 1). They shall be compensated to the equivalent of one (1) hour for each hour worked or compensated one (1) hour for any part of an hour worked. No Employee shall be required to work in any area where epoxy resins are being applied by other crafts. Any Employee working under the above shall not have the time worked under these conditions accumulated. Each work period shall be considered, if less than two hours, to be the equivalent pay of not less than two hours pay at above rate.

**Section 4.** Apprentices shall receive a basic hourly rate based upon a percentage of the established basic hourly wage rate for journeymen employed within the bargaining unit as follows:

## Apprentice Progression

## % of Journeyman Basic Hourly Wage Rate

First	2,000 Hours of Employment	50.0%
Second	2,000 Hours of Employment	62.5%
Third	2,000 Hours of Employment	70.0%
Fourth	2,000 Hours of Employment	75.0%
Fifth	2,000 Hours of Employment	85.0%

- (A) Apprentices indentured after June 1, 1987, shall receive a minimum pension contribution to State and National Pensions. The contribution rate shall be equal to their percentage rate of the Journeyman's basic wage rate and to begin after they have been indentured for one year and employed for 1,000 hours. Implementation of this section shall be established by the JATC.
- (B) **Memorandum of Understanding:** It is the Board of Negotiators intention to implement day time training of first year Plumber, Steamfitter and Refrigeration apprentices effective with the September 2002 school year. Effective with the September 2003 school year daytime training shall be provided to the first and second year and half of the third year Plumber and Steamfitter apprentices. Daytime training will be scheduled for these apprentices with ten-hour classes twice a month, eleven months out of the school year. The Seattle Health & Welfare trustees agree to study the impact of daytime training on the effected apprentices' dollar banks and are directed to modify trust policy so these apprentices' coverage will be maintained.

**Section 5.** The following provisions shall control the payment of wages:

- (A) Wages shall be due and payable during working hours on Friday, before the established quitting time or the Employee shall be at the shop to receive his wages. When a payday falls on a negotiated Holiday, wages shall be due and payable on the preceding working day (when a payday falls on a Friday, which follows a Holiday, Thanksgiving, wages will be due on the first working day after the Holiday exclusive of Saturday and Sunday). All wages due shall be payable in lawful currency enclosed in an envelope showing the Employees name and amount due or by negotiable check payable on demand of the Employee at par. All time consumed in waiting for wages after quitting time shall be considered Overtime and paid for under the regularly established Overtime rate, except when the Union has prior notification from the Employer of an emergency situation.

- (B) In lieu of delivering weekly wages to the job site, the Employer may pay wages by mailing them directly to the Employees home address or by utilizing electronic bank transfer. In cases where this presents a hardship to individual Employees they may request alternate pay procedures from the Employer. If electronic bank transfer is used the Employer shall mail an itemized statement of wages and deductions to each Employee. Employees shall furnish their bank name and account number with their new hire paper work when electronic bank transfer is used. If an Employer chooses to pay Employees by mail, it is understood that the check must be mailed in time for it to be received no later than the Thursday before the regular payday. Should an Employee notify the Employer that the mailed check has not been received by that regular payday, the Employer is required to provide a paycheck on the jobsite to that Employee.
- (C) whenever an Employee is terminated with a reduction in force, the Employee shall receive all wages due at the time of termination in accordance with the following: If the Employee being laid off is already receiving weekly payroll via direct deposit, the Employer shall initiate the direct deposit the day of the lay-off. If not using direct deposit payroll, the check with all monies owed shall be made available at the jobsite. For cause terminations and voluntary quits shall receive their checks at the next regular payday.
- (D) In the event any Employee receives a paycheck that is thereafter returned to him unpaid for any reason, the concerned Employer shall pay a minimum of one days pay for the inconvenience and time loss that has been incurred by the Employee as a result thereof. In addition, any time lost in excess of one day or the payment of any costs incurred by the Employee for the purpose of enforcing payment of the amount of the check, shall be reimbursed by the Employer.
- (E) No Employer shall be permitted to withhold more than five days pay from the pay of any Employee for any purpose (except (A) above). It is agreed that a new hire may request and upon request shall receive a payroll check of up to three days earned pay at the base rate, payable on the first payday. Payroll adjustments and deductions will be made at the next regular pay period.
- (F) The Employer shall comply with the regulations of the Internal Revenue Service.
- (G) Each paycheck shall be accompanied by an itemized statement of deductions and total hours worked.
- (H) The Union shall be free (notwithstanding any express or implied "no strike" clause in the agreement) to strike and picket any Employer failing to make any payment of money required by this Article.

- (I) The Employer agrees to a voluntary payroll deduction plan sent to one depository (Bank of America or alternate). Employees should be employed for a minimum of one month before eligible for participation. Employees should be allowed to change the deduction amount twice within a 12-month period.

**Section 6.** Overtime. The following Overtime provision shall control:

- (A) No Overtime call shall be less than two (2) hours when called from home and shall be paid for at the Overtime rate. Saturday, Sunday and legal Holidays shall be paid at the regular classification of Overtime rate. See Article XV, Section 3, Service Work. Any Overtime at the beginning or end of the shift will be for actual hours worked.
- (B) Overtime provision for consecutive eight (8) hour workdays: When it becomes necessary to work other than the regular established hour of work or on Holidays, Overtime must be paid as follows: On all work the first two (2) hours of Overtime of each day, Monday, through Friday, shall be paid at one and one-half (1 1/2) times the basic wage rate plus one and one-half (1 1/2) times the Health, Welfare and Vacation. The first ten (10) hours worked on Saturday shall be paid at one and one-half times (1 1/2) the basic wage rate plus one and one-half times (1 1/2) the Health, Welfare and Vacation. All other Overtime including Sundays and Holidays shall be paid at two (2) times the basic wage rate plus one and one-half (1 1/2) times the Health, Welfare and Vacation. Exception: See Service Work Overtime, Article XV.
- (C) Overtime provision for four consecutive ten (10) hour workdays: When it becomes necessary to work other than the regular established hours of work or on Holidays, Overtime must be paid as follows: On all work, the first two (2) hours of Overtime each day, Monday through Thursday or Tuesday through Friday, shall be paid at two (2) times the basic wage rate plus one and one-half (1 1/2) times the Health, Welfare and Vacation. The first ten (10) hours worked on Friday and Saturday, or Saturday and Monday (which ever shall apply) shall be paid at one and one-half (1 1/2) times the basic wage rate plus one and one-half (1 1/2) times the Health, Welfare and Vacation. All other Overtime, including Sundays and Holidays, shall be paid at two (2) times the basic wage rate plus one and one-half (1 1/2) times the Health, Welfare and Vacation.
- (D) Employees at the direction of the Employer working four (4) or more hours of Overtime, prior to a scheduled shift or regular work day, shall work the scheduled shift or regular work day at one and one-half (1 1/2) times the basic rate of pay, plus one and



one-half times (1 1/2) the Health, Welfare and Vacation unless there is a break of eight (8) hours prior to the scheduled shift or regular work day and shall be entitled to an eating period at the Employers expense for said eating period.

- (E) When any Employee at the direction of the Employer works continuously over two (2) hours Overtime after a regular eight (8) hour work shift, he shall be allowed a paid eating period of thirty (30) minutes at the expiration of the second hour and every four (4) hours thereafter. On jobs where four (4) regular 10-hour shifts are worked, a paid eating period of thirty (30) minutes will be allowed before beginning any Overtime and an additional thirty (30) minutes lunch period will be allowed every four (4) hours thereafter.
- (F) In computing Overtime pay on shift work, the Overtime rate of pay shall be based upon the wage rate established for the shift involved.

## **ARTICLE XII - APPRENTICES**

**Section 1.** The Employer agrees to employ Apprentices in conformity with the approved minimum apprenticeship standards of the Seattle Area Journeyman and Apprentice Training Committee (JATC). All apprentices shall be registered and indentured to and by the JATC. Apprentices shall be assigned to the various shops by the JATC.

**Section 2.** All working conditions governing the employment of Journeymen shall also apply to apprentices.

**Section 3.** Apprentices shall not be allowed to work on any work in the absence of a Journeyman, unless approved by the Seattle Area JATC.

**Section 4.** The Employer and Local 32 shall require all apprentices to attend scheduled training classes.

**Section 5.** Training and hiring procedures for apprentices sponsored by the Seattle Area JATC shall be governed by the Rules and Regulations of the JATC and the standards which are incorporated into this Agreement by this reference.

**Section 6.** Helpers:

- (A) Abuse of this section shall be subject to the Grievance Procedure established herein.
- (B) If the United Association establishes rules and guidelines for a

- “helper” classification that differs from this section, management agrees to open this section of the Agreement for modification.
- (C) The JATC will be responsible for the implementation and operation of this program and will submit quarterly reports to management and labor as to the problems and progress.
  - (D) Work under this classification shall be closely coordinated by the JATC so as not to interfere with the established apprentice program, ratios, standards and legal restrictions.
  - (E) Recruiting shall be from the apprentice waiting list first, then from the local Union, if required. Article V shall apply.
  - (F) The number of helpers shall be limited to one (1) to each shop employing a minimum of three (3) journeymen. If upon request for a helper, a suitable training opportunity exists, in the best judgment of the JATC, an apprentice will be dispatched; if not, a helper will be dispatched. No second helper will be dispatched until an additional five (5) Journeymen are employed and suitable apprentice participation is realized. Additional helpers may be hired in accordance with the preceding ratio up to a limit of four (4) to each shop. On jobs where special conditions may exist and additional helpers may be needed, a special request to vary the ratio or the maximum number of helpers to a shop may be made to U.A. Local 32 by MCAWW. The reverse ratio will apply for layoffs.
  - (G) A helper will work under the supervision of a Journeyman or Foreman at all times.
  - (H) The following is the general scope of work allowed within the jurisdiction of this agreement:
    - 1. Hole cutting, except core drilling, drilling for inserts and woodcutting.
    - 2. Material and tool delivery to the shop or job site, material handling and distribution to the general work area from the ground level, storage area or point of first drop under the direction of a Journeyman or Foreman on the job. The contractor is responsible for safety training and licensing of the helper who operates a forklift.
    - 3. Fixture cleaning and protection.
    - 4. Concrete grouting.
    - 5. Tool repair, cleaning and pick up activity.
    - 6. Job clean-up activity.
    - 7. Assist Journeymen with the following: side sewer pipe laying, water main pipe laying, lawn sprinkler pipe laying, septic tank installation, help to lift and position heavy equipment.
    - 8. All fireproofing of mechanical penetrations by any mode or method.

## ARTICLE XIII - UTILITY WORKER

### Section 1. Utility Worker:

Utility workers shall be provided by Local 32 from a separate Hiring Hall List. The utility worker may perform the following scope of work:

1. Digging, compacting, backfilling and shoring.
2. Concrete breaking, either by hand or with a jackhammer.
3. Concrete forming, pouring and grouting.
4. All storm and sanitary sewer.
5. All lawn sprinkler installations.
6. Ductile iron and plastic water mains and services.
7. The set up of temporary job site facilities and the demobilization of same.
8. Pipe coating and wrapping for the protection of buried pipe.
9. The utility worker may perform the helper scope of work.
10. Watchman, flagman and fire watch.
11. The utility worker shall not install process piping of any kind.

The Employer agrees to increase the Health and Welfare contribution rate as requested by the Trustees for the purpose of maintaining the current level of benefits.

## ARTICLE XIV - FOREMEN

### PREAMBLE

It is recognized that proper supervision is in the best interest of the Plumbing and Pipefitting industry as defined herein. Organization lines shall be maintained; i.e., Company Representatives shall give orders to General Foreman; General Foreman give orders to Foreman; and Foreman give orders to Journeyman.

Section 1. On any job where three (3) men or more of one craft are employed, one of them shall be designated as Foreman. In any shop employing a Foreman or a General Foreman, such Employees cannot be determined as being one of the three men employed unless that individual works full time on that particular job. A Foreman will not supervise a crew in excess of twelve (12) men.

Section 2. On any job requiring twenty-four (24) men or three (3) Foremen of the same craft, a General Foreman of that craft must be designated. A General Foreman shall not supervise a working crew in

excess of thirty-nine (39) men five (5) of which may be Foremen.

**Section 3.** On projects where a Foreman is designated to supervise per Section 1 of this Article and there is not a U.A. General Foreman assigned to the project on a full time basis, then the Foreman designated as the contractors lead U.A. Representative shall be paid at the Lead Foreman rate of 15% above the Journeyman rate.

## ARTICLE XV - WORKING CONDITIONS

**Section 1.** Shift Work: Shift work will be allowed on construction and maintenance under the following conditions where or when it may be necessary to work shifts for a period of not less than five (5) consecutive days:

- (A) Shifts must be worked for a minimum of five (5) days. The day shift will receive eight hours pay for eight hours worked at the basic hourly wage rate.
- (B) Swing shifts will receive eight (8) hours pay for seven and one-half (7-1/2) hours worked. The hourly rate on the swing shift will be ten percent (10%) over the basic hourly wage rate.
- (C) The graveyard shift will receive eight (8) hours pay for the seven (7) hours worked. The hourly rate on the graveyard shift will be fifteen percent (15%) over the basic hourly wage rate.
- (D) If a regular scheduled shift overlaps into another day (after 12:01 A.M.), the original shift rate of pay and conditions shall apply until the shift is complete.
- (E) When a person is required to work the regularly established lunch period, they shall be paid for such lunch period at the regular Overtime rate and shall be allowed a thirty (30) minute lunch period as soon as possible following the established lunch period.
- (F) A "swing" shift shall not be allowed unless there is a "day" shift preceding the "swing" shift. A "graveyard" shift shall not be allowed unless there is a "day" shift and a "swing" shift preceding the "graveyard shift".
- (G) All other provisions as to the wages and conditions where shift work is concerned will be applicable to this section. All fringe benefits shall be remitted on not less than a full eight (8) hour basis, if a shift has been completed but if actual hours are in excess of a complete shift, actual hours shall control. Time worked in excess of seven and one-half (7 1/2) hours on the second shift and seven (7) hours on the third shift shall be paid at the appropriate Overtime rate.
- (H) Irregular Shifts: The regularly established starting time of the day shall be at 8:00 A.M. It shall be recognized as the beginning of

the 24-hour workday period. When irregular or broken shifts are worked, Overtime rates shall apply before the regular starting time and after the regular quitting time of the shift on which the Employee is employed.

- (I) Transferring Shifts: Employees transferred from one shift to another, unless relieved from work at least a full shift, as set forth herein, before starting a new shift, shall be paid the Overtime rate for the first shift worked. However, if an Employee working on the first or regular day shift is required to return to work on the third shift within the same twenty-four hour work day period, he shall receive double time for the first such third shift worked. The 24 hour work day period mentioned herein shall be the twenty-four (24) hour period commencing with the starting day shift (8:00 A.M.) (See Article XI, Section 6, Overtime, Sub Section B).
- (J) When special, dangerous or customer occupied conditions exist and none of the preceding sections can be applied, irregular shifts may be set up with mutual agreement between labor and management providing that each Employee will be paid 15 percent (15%) above the basic hourly wage rate for each hour worked with a minimum shift of eight (8) hours. After eight (8) hours, the Overtime rate shall apply.

**Section 2.** Emergency Work: Time and one-half (1 1/2) pay shall be paid for the emergency work before and after the regular working hours where either life, health or property are endangered. This is construed to mean that emergency work will cover only maintenance and repair work and shall not apply to "held up" or "delayed" work of any type.

**Section 3.** Service Work:

- (A) Time and one-half (1 1/2) the basic hourly wage rate shall be paid for service work before and after the regularly established hours of work with the following exceptions: The rate of pay for Holidays shall be double the basic hourly wage rate except for the Friday following Thanksgiving, which shall be paid at time and one-half (1 1/2) the basic hourly wage rate.
- (B) Service work performed on an Overtime basis shall be paid on actual hours worked with a call out minimum of one (1) hour pay.
- (C) For work performed in violation of this section the Employee shall be paid the regular Overtime (twice) rate of pay for such violation.
- (D) Service Work Stand-by Pay  
For regularly established service shops offering seven days per

week, twenty four hours per day service, no "On Call" or "Stand-by Pay" shall be required, provided each of the following provisions are met:

1. Individual Employees shall not be required to participate in an on call rotation in excess of one week per month.
2. The participation in on call rotations shall be voluntary and refusal to participate shall not be cause for dismissal.
3. Should the contractor not be able to satisfy these two requirements, the terms for on call time will be agreed to by the Employer and the Employee and approved by Local 32.

**Section 4.** Stand-by Pay: Employees designated by an Employer to be on "Stand-by" basis for emergency work shall be paid in one of two ways. One, if not called for work, he shall receive four (4) hours regular pay. Two, if called to work, he shall receive the Overtime rate of pay for actual hours worked. The Employee will receive whichever amount of pay is greater.

The above shall be voluntary on the Employees and refusal to be on "Stand-by" shall not be cause for dismissal. Offer of voluntary "Stand-by" by an Employee does not constitute a "Stand-by" basis for this section.

**Section 5.** Lay-offs: (ROF) Notice of lay-off shall be at least one-half hour on local jobs. When working out-of-town, on per diem jobs, Employees must be given 24 hours notice of lay-offs. Termination forms will be complete and signed by Employee's immediate Supervisor. A management representative of the company shall sign whenever possible.

**Section 6.** Reporting time:

- (A) Employees ordered and reporting for work and not put to work for any reason, or receiving less than one-half day's work, shall be paid four hours pay. Those working more than half a day, but less than a full day shall be paid for actual hours worked. Any Employee who voluntarily quits or leaves the job for their own convenience shall be paid for actual hours worked. However, if the Employer and the Union mutually agree that, due to circumstances beyond the control of the Employer, it is not feasible to begin work or continue a shift, Employees will be paid for the time spent in waiting for a mutual decision.
- (B) Any Employee notified by the Employer that there will be no work for him following any regular working day shall be consid-

ered for all purposes as having been terminated and laid off from his employment by the Employer. Employees not willing to accept furlough status shall be given a "reduction of force" (ROF) termination.

**Section 7.** Injury: Any Employee injured on the job or in the shop to the extent of requiring a doctors care or hospitalization shall be paid a full day's pay, not to exceed eight (8) hours, for the day of the injury. An Employer may require a statement from the attending physician that the Employee was unable to return to work that day.

## ARTICLE XVI - SAFETY

**The following safety, sanitary and health conditions shall be observed:**

- (A) All shop and job site conditions shall comply with the safety standards for construction work in the State of Washington and the safety and health regulations for construction issued by the Secretary of Labor under the Construction Safety Act and The Williams-Steiger Occupational Safety and Health Act.
- (B) Local 32 does not assume an obligation to police job safety, nor shall such an obligation be implied; provided however, that after proper notification to the Employer it shall not be a violation of this agreement for Local 32 to request the Employees to withhold their labor until the stated violation has been corrected. If the condition is caused by an Employer outside the jurisdiction of this Agreement, Local 32 may still request their members to be moved to a safe area of the job or to another job site. In the event the Employee should lose any time pursuant to his Employer's failure to comply within twenty-four (24) hours with the safety standard, such lost time shall be regarded as time worked and the Employer shall pay the wages, fringe benefits and fund contributions required by this Agreement for the period of time such labor has been withheld. Local 32 may require payment of such additional wages, fringe benefits and fund contributions as a condition pursuant to the return to work by the affected Employees.
- (C) Classification for "Return to Work" status for an injured Employee performing non UA jurisdiction work.

When an Employee is unable to return to UA Jurisdiction work after a job related injury, the Employer may hire that injured Employee to perform non UA jurisdiction work that conforms with the injured Employees "Return to Work Authorization".

The injured Employee must be paid the full wage/fringe package as defined in the labor management agreement until the injured Employees physician completes a Return to Work Authorization form or for a maximum of thirty (30) calendar days after the injury.

After thirty (30) days or completion of a "Return to Work Authorization", the hourly rate of compensation for the injured Employee performing non UA jurisdiction work shall be their Basic Hourly Wage plus Vacation (if it is a part of their current wage package) plus the Health and Welfare Trust contribution only.

In the event a return to work authorization includes bargaining unit work, then the Employee shall receive full wages and benefits.

## **ARTICLE XVII - TRAVEL AND PER DIEM**

**Section 1.** Travel: There will be areas of travel known as: (1) Seattle Area, and (2) Port Angeles.

### **(A) Area Definitions:**

1. Area (1): Boundary will consist of all of King County, including all dam sites on the Skagit River in Whatcom County.
2. Area (2): All of Clallam and Jefferson County.

### **(B) Travel Free Zones:**

1. Zone (1): There shall be a free travel zone of fifteen (15) miles radius from the center of Seattle, which is 4th and Pike Street.
2. Zone (2): There shall be a travel free zone of fifteen (15) miles radius from the center of Port Angeles, which is 4th and Oak Street.

When the Employer provides the Employee with transportation, the Employer free zone shall be twenty-five (25) miles. These free zones may be used by all Employers working within the jurisdiction of Local 32. Only one shop will be recognized for each Employer during the term of this agreement. Employers who maintain their principal place of business within the jurisdiction of Local 32 will be treated as having elected that place of business for the purposes of this Article, unless Local 32 is notified in writing of a different designation within ninety (90) days after the effective date of this agreement. Employers who do not have their principal place of business within the jurisdic-



tion of Local 32 will be treated as having elected area (1) unless Local 32 is notified in writing of a different designation prior to the commencement of site work by such Employer.

## **Section 2.** Travel Allowance

- (A) Employees traveling to and from a job site beyond the Employers Free Zone shall be paid a travel allowance in the amount of \$.37 per mile, when the Employee provides his transportation. When the Employer provides transportation for the Employee to and from the job site, the Employee shall be paid at the rate of \$.14 per mile and any parking fees incurred.
- (B) When the Employee departs from the shop or Free Zone at 8:00 A.M. and returns at 4:30 P.M. he shall be paid at the regular straight time hourly rate of pay.
- (C) On per diem jobs the Employees shall be paid from the point of referral to the job site and return at the beginning and ending of the job at the regular travel expense rate. This does not apply if the Employee quits or is discharged for cause.
- (D) All members coming into the jurisdiction of Local 32 to perform work for an Employer who has his principal place of business outside the jurisdiction of Local 32 shall receive Foreman's pay and shall receive travel pay or per diem at the prescribed rate set forth in this Agreement. Exemption: A Journeyman may be sent to a single-family residence not a part of a tract development. Travel pay or per diem shall be paid to the Employee sent in.
- (E) Any Employee traveling in the Employers vehicle prior to or after regular working hours with the Employers tools and/or equipment for the purpose of delivery shall be paid at the regular Overtime rate.

**NOTE:** *Not to include service trucks.*

## **Section 3.** Per Diem

- (A) A per diem job shall be any job located fifty-five (55) or more miles outside of the Employers fifteen (15) mile free zone. Per Diem pay will also apply to jobs in isolated and restricted areas where travel in and out is not practical. Per Diem pay shall be \$65.00 per day worked. On the jobs that have been approved to work four (4) ten (10) hour shifts, the Employer agrees to pay five days per diem for four days of work. If the Employee does not work four (4) full ten (10) hour shifts, he will be paid \$65.00 per day worked per diem.
- (B) Per Diem pay will be required where it has been historically necessary to provide the majority of manpower from area (1) to

area (2).

- (C) On per diem jobs, Employees will be paid for any regular or recognized Holidays if the Employee works or is available for work the regular workday before and after such Holiday. The day a per diem job is shut down by an Employer shall be considered as an additional Holiday and per diem paid for the same.
- (D) On per diem jobs in isolated or restricted areas where the job site is beyond five (5) miles from suitable living accommodations, the Employer may either furnish transportation for the Employees or pay them mileage at the travel time rate per mile for any distance beyond the five (5) miles they must travel to suitable living accommodations.
- (E) All travel and per diem payments shall be shown on the Employees check, setting forth the total travel pay and per diem pay.
- (F) When an Employee is dispatched to work for an Employer to a per diem job, under other than normal conditions, he shall receive a full days pay of eight (8) hours for each full day spent in traveling plus one (1) day per diem pay plus sleeping accommodations when traveling at night.
- (G) Straight time shall be paid for travel to all per diem jobs with a minimum of two (2) hours to a maximum of eight (8) hours pay in each twenty-four (24) hour day.
- (H) Local 32 agrees to informational meetings with the contractor for the purpose of assessing the historic manpower in areas.

**Section 4.** Transportation Charges:

- (A) During working hours, all transportation or carfare in lieu thereof, shall be furnished by the Employer. If an Employee is directed by Employer to change job sites during working hours, Employee will be reimbursed actual mileage at the travel time rate and any parking fees incurred (see Article XI, Section 1).  
Where the Employee is required to travel over water, he shall be reimbursed his individual fare plus straight time hourly pay while on the boat or ferry. After disembarking, travel pay will be computed at the regularly established rate. Where the Employer does not furnish transportation, the ferry fare will include his motorcar.
- (B) If any bridge tolls or ferry fares or other charges for transportation are required on the route chosen by the Employer when sending the Employee to the job site, such charges shall be paid in addition to mileage.
- (C) When busing is required to and from a project work site, the Employer shall designate a busing assembly point, The Employees shall be paid a ten dollar (\$10.00) bus allowance and there shall be no cost to ride the bus. If normal busing driving

time exceeds fifteen minutes one way, the Employer and the Union shall meet and negotiate a mutual agreement prior to the start of busing.

- (D) When required to transport Employer's hand tools between job-sites during working hours, the Employee shall be reimbursed at the rate of five dollars (\$5.00) per move. If the Employee is transporting the Employer's tools before or after the established shift, the Employee shall be reimbursed at the rate of ten dollars (\$10.00) per move. [See Article III Tools, Section 3 (G)].

**Section 5.** Where free and ample parking is not available within five (5) walking blocks of the job or project, one-half (1/2) hour prior to starting time, the Employer shall reimburse the Employee at the lowest rate available within said five block area, provided the Employee presents a signed and dated receipt when available for the parking expenditure. The Employee shall submit daily receipts, if available, or reasonable proof if receipts are not available, each week and it is his responsibility that his Employer and/or Supervisor receives said notification of his parking expenditures to be properly compensated. As an alternative to paid parking, an Employee may be reimbursed for public transit.

## **ARTICLE XVIII - TERM OF AGREEMENT**

This Agreement shall be effective from June 1, 2002, through May 31, 2005.

Either party, Employer or Local 32, shall notify the other party sixty (60) days prior to May 31, 2005, the renewal date of this Agreement of their intention to negotiate, change, extend, supplement or terminate this Agreement.

The Employer waives the right, if any exists, to repudiate this collective bargaining agreement.

If notice is given pursuant to this Article, it is agreed that the Employer and the Union will negotiate in good faith with respect to an amended or new Agreement.

## **ARTICLE XIX - PENSION FUND**

The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement.

## **ARTICLE XX - PROTECTION OF BARGAINING UNIT WORK**

The Employer agrees that Plumbing or Pipefitting work will be performed in complete compliance with all terms and provisions of the Agreement. The term "Employer" as used in this Agreement includes any person (as defined in Section 2(1) of the NLRA) acting as an agent of an Employer, directly or indirectly.

## **ARTICLE XXI - SAVINGS AND MUTUAL INDEMNIFICATION**

It is not the intention of the Parties to this Agreement to violate any existing federal, state, municipal law, regulation, or executive orders, nor National Labor Relations Board decisions in regard to collective bargaining.

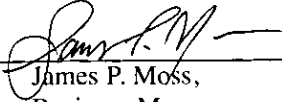
If, however, any portion of this agreement is held to be illegal or in violation of any law by any court or agency of competent jurisdiction, such portion shall be immediately inoperative and either party shall have the right to reopen negotiations pertaining to such regulations and/or provisions by giving the other party written notice. If no agreement is reached within sixty (60) days of such notice, the parties shall submit to binding arbitration as described in Article VII, Step 4 of the Grievance Procedures. All other provisions shall continue in effect for the duration of the Agreement.

## **ARTICLE XXII -RATIFICATION AND EXECUTION OF AGREEMENT**

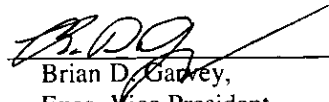
**Section 1.** The Employers represented by the Mechanical Contractors Association of Western Washington and Local 32 in signing this Agreement each adopts and ratifies the actions of MCAWW and Local 32 as their respective collective bargaining agents in agreeing to and executing this Agreement.

**Section 2.** Executed and ratified by Local 32 and the Mechanical Contractors Association of Western Washington at Seattle, Washington, this first day of June 2002, as the Labor/Management Agreement of the Plumbing and Pipefitting Industry, for the jurisdiction of United Association Local 32.

For United Association  
Local 32

  
\_\_\_\_\_  
James P. Moss,  
Business Manager

For Mechanical Contractors  
Association of Western Washington

  
\_\_\_\_\_  
Brian D. Garvey,  
Exec. Vice President

June 1 2002  
Date

June 1, 2002  
Date

# ARTICLE I - JURISDICTION OF THE UNITED ASSOCIATION

## PREAMBLE

The Employers recognize the work jurisdiction of the UA and Local 32 set forth hereafter. Plumbing and pipefitting work shall include and Local 32 shall have jurisdiction over:

1. All piping and 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 any source, including branches and fire hydrants, boosting stations, chlorination, chemical treatment, aeration treatment and filtration of any type.
6. All down spouts and drainage areas, soil pipe, catch basins, man-holes, 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. 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 pipefitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories and all piping for fire protection purpose 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 motorcars, and railway locomotives.
16. All marine piping and all piping used in connection with ship-building and shipyards.
  17. All power plant piping of every description.
  18. The handling, assembling, and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers and the erection of same.
  19. All internal and external piping on boilers, heaters, tank 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 regulation 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 by-products 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 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 settings and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method and the charging and testing, 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 cooling utensils, etc., of every description.
36. All piping of every description in wastewater and sewage disposal facilities, through the sewage disposal process, including chlorination and oxygen injection. This process includes the control, collection and treatment of odorous gases generated by the sewage disposal process.
37. All process piping for refining, manufacturing, industrial, food processing and shipping purposes of every character and description and shall include all piping for collection of dust, grindings or shavings that are created by the manufacturing process.
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 (to include concrete core drilling), the setting and erection of bolts, inserts, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipefitting 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 line for gas, oil, gasoline, fluids and liquids, water aqueduct and 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 pipefitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work 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 pipefitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades, (i.e. artificial water falls), make-up water fountains, 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 or manufactured from metals, tile, glass, rubber, plastics, wood or any other materials or product made or manufactured into pipe of any shape or size usable in the pipefitting industry.
51. All flashings and shower pans regardless of material used.
52. The handling, assembling, setting, erection and installation of all liquid type solar collectors along with the accessories and controls that make up the piping system.
53. The fabrication and installation of all equipment stands, pipe supports, seismic restraints, brackets and pipe hangers of every description that are not catalog items carried as stock items.
54. All fire proofing of mechanical penetrations by any mode or method required.

## **ARTICLE II - FABRICATION AND FIELD WORK**

**Section 1.** After notification to Local 32 of an Employer's intent to perform off site fabrication, the Employer may fabricate pipe supports, equipment stands, seismic restraints, brackets, hangers and piping systems covered under the fifty-four (54) points of jurisdiction in this Agreement regardless of size and type of material used. The fabrication must be performed in a location within the geographical jurisdiction of this Agreement and under the terms of this Agreement and by Employees covered by this Agreement.

**Section 2.** The Employer shall have the right to purchase and/or furnish standard catalog items and/or components that are not custom made and are regularly carried as stock items by the suppliers. These items are still subject to the unloading, handling and installation requirements set fourth elsewhere in this Agreement. Note: This section excludes all pipe other than standard full lengths.

**Section 3.** The fabrication, unloading, handling and erection of material shall be performed by the Employees covered by this Agreement.

**Section 4.** The installation and threading of hanger rods, hangers and supports shall be performed in the field. EXCEPTION: The only hanger rod cut and threaded off the job site shall be in conjunction with the shop fabrication of piping for the same jobs; see section 1 above. "All thread" rod shall be permitted provided it is cut to length on the job site.

**Section 5.** The firing of all boilers and the maintenance of all heating fixtures, refrigeration, evaporation, lubrication, fuel oil separation, air conditioning and testing of same when required shall be performed by an Employee covered by this Agreement until the job is completed and accepted by the legal owner. This specifically includes temporary heat.

### ARTICLE III - TOOLS

**Section 1.** All tools and equipment necessary for a job shall be furnished by the Employer. No worker shall be required or permitted to supply, lease, rent, or lend any means of conveyance (except as noted in Article III, Section 3 (G)), tool or equipment, provided that a worker may (but shall not be required to) furnish his own hood and goggles. The Employer shall furnish clear glass for hoods and goggles, hardhats, safety glasses and safety vests to workers for their protection.

**Section 2.** All of the Employer's trucks used in the Plumbing and Pipefitting business (whether leased or otherwise) shall bear the name of the Employers' firm on both sides.

**Section 3.** The Employer shall furnish all tools needed and stamp or paint such tools with a proper mark for identification purposes.

- (A) The Employer shall furnish all tools required in the performance of assigned work.
- (B) Tools 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.
- (C) Tools which are broken or become worn out through ordinary usage shall be replaced by the Employer without cost to the Employee.
- (D) Tools furnished by the Employer to the Employee shall be the responsibility of the Employee. The Employee shall exercise reasonable care over all tools furnished.
- (E) At the time of termination of employment, the Employee shall restore all tools, keys, credit cards and all other Employer's

property to the Employer in the same condition as received by him, subject to damage and fair wear from ordinary usage.

- (F) The Employer is required to furnish to the Employee a set of hand tools (contained in a tool box) required for the performance of assigned work. During the time of employment, the Employee shall be responsible for these tools and shall exercise care over them and all tools and equipment in their control. On termination, the Employee will be responsible for returning the hand tools to the Employer in reasonable condition with any missing tools replaced by the Employee. Tools lost beyond the Employee's control will be replaced by the Employer. Tools lost while under the control of the Employer (overnight storage) shall be replaced by the Employer.

NOTE: The following tools represent the typical contents of these toolboxes:

Channel locks	Pliers
Striker	Tubing Cutter
Folding rule	8" Crescent wrench
10" pipe wrench	14" pipe wrench
Torpedo level	25' Tape measure
4 in 1 screw driver	Hammer
Locking toolbox for same	

- (G) The tools listed above in Paragraph (F) and all Employer provided personal protective equipment may be transported in Employees' vehicles between jobsites in accordance with Article XVII, Section 4 Transportation Charges: however, the following tools and materials are prohibited for transfer by the Employees' in their personal vehicles: flammables, power tools, extension cords, consumables and material of any description.
- (H) Employees performing service, maintenance, remodel work or sewage disposal plant work, where they may come in contact with human waste, must be provided with protective equipment and clothing. These are only to be worn once and must be cleaned and sanitized before being worn again.

**Section 4.** Employee's personal cell phones may not be carried onto the jobsite and shall not be used for personal calls during business hours unless under special circumstances (e.g. notification of extreme emergencies such as medical conditions, deaths and/or births of immediate family members) and with the prior consent of the Foreman. Employee's personal cell phones shall not be used for conducting the Employer's business.

## ARTICLE IV - HOURS OF LABOR

**Section 1.** Eight (8) hours between 8:00 a.m. and 4:30 p.m. shall constitute a day's work except on jobs where the general contractor sets hours from either 7:00 a.m. to 3:30 p.m. or 7:30 a.m. to 4:00 p.m. In such cases upon written notice to Local 32, these hours shall constitute a day's work.

Special consideration may be given to begin work before 7:00 a.m. or after 8:00 a.m. to protect jurisdiction, provide for the welfare of the members or to meet other special considerations of the contractor, general contractor or customer. Any request to start before 7:00 a.m. or after 8:00 a.m. must be made by the Employer to the local Union and will only be made on a job-by-job basis after consent of the local Union.

The Employer may request the working of four consecutive 10-hour straight time shifts between Monday and Friday. All requests will be on a job-by-job basis and must have the consent of Local 32.

No Employees shall work over forty (40) hours in any one week (8:00 a.m. Monday to 4:30 p.m. Friday) except in accordance with "Overtime" as provided for in the Agreement.

**Section 2.** During the period any building or structure is under construction and the heating system is being completed and prior to a general test resulting in the work being accepted by the legal owner, members of Local 32, when required, shall maintain the heating system for general tests or temporary heat on a shift basis (this could be less than five (5) consecutive days). The Employer shall designate whether this work is to be done on a two (2) shift or a three (3) shift basis. On a three (3) shift basis, the day or the first (1st) shift shall be worked between the hours of 8:00 a.m. to 4:30 p.m. The second (2nd) shift (swing shift) shall be worked between 4:30 p.m. and 12:30 a.m. This shift will receive eight (8) hours for seven and one-half (7-1/2) hours worked, plus an additional ten percent over the basic hourly wage rate. The third shift (graveyard) shall be worked between 12:30 a.m. and 8:00 a.m. This shift will receive eight (8) hours pay for seven (7) hours worked, plus an additional 15% over the basic hourly wage rate. Where the work is scheduled on a two (2) shift basis, the first shift will be from 8:00 a.m. to 4:30 p.m. at the regular rate of pay; the second shift could be worked for any continuous seven hour period between 4:30 p.m. and 8:00 a.m. This shift will receive eight hours pay for seven hours worked, plus an additional 15% over the basic hourly wage rate. Any Overtime worked before or after the standard

shift will be paid at the Overtime rate for the actual hours worked. (Refer to Article XI, Section 6 (F)).

When Employees are directed not to leave the work area and be in attendance, Overtime will be paid for the lunch period. In order to clarify what constitutes "Overtime" shifts, all shifts from 12:01 a.m. Saturday to 12:01 a.m. Monday shall be paid at the Overtime rate.

**Section 3.** All fringe benefits shall be remitted on a per hour paid basis.

**Section 4.** The following Holiday provisions shall be observed:

- (A) Legal Holidays shall consist of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. In the event a named Holiday falls on a Saturday, it shall be observed on the preceding Friday. In the event a named Holiday falls on Sunday, it shall be observed on the following day and that day of work shall be treated as a Holiday.
- (B) Any work done on Saturdays, Sundays, or on any legal Holidays as defined herein, shall be paid for at the established Overtime rate in accordance with Article XI, Section 6. (NOTE: See Article XV, Section 3)

## **ARTICLE V - EMPLOYER OR WORKING MEMBER**

**Section 1.** No Employer representative shall work with the tools at anytime on plumbing or pipefitting work. For the purpose of this section, an Employer representative is defined as any person owning, directly or indirectly, a significant (5% or more) proprietary interest.

**Section 2.** Any Employer bound by this Agreement shall be issued a shop card evidencing that fact by Local 32. The shop card so issued shall be posted and displayed in a conspicuous place at the principal place of business maintained by the Employer. The Union shop card shall at all times be and remain the property of Local 32.

**Section 3.** There shall be no limitation as to the amount of work an Employee covered by this Agreement shall perform during his working day, except that a superintendent shall not work with the tools.

**Section 4.** No Employer shall engage in the practice of exchanging with a second (2nd) Employer any Employees for any purpose.

**Section 5.** Daily shop and job reports required to be made by Employees shall be made out before quitting time.

**Section 6.** No Employee shall work in any shop or on any job under any circumstances, whereby he shall be required to continue in employment with any Journeyman or apprentice procured by the Employer independently of Hiring Hall facilities established or hiring processes provided for in this Agreement except when Local 32 does not supply applicants within five (5) days (Saturdays, Sundays and Holidays excluded) of Employer's request.

**Section 7.**

- (A) Any Employer who has contracted or otherwise arranged to accept work outside the jurisdiction of Local 32 shall wherever practical employ a minimum number of one (1) Foreman from Local 32 for such job. It is understood that when a Foreman is sent to another area, he shall work at his own craft and may supervise the entire job. When the Employer from outside the jurisdiction of Local 32 obtains work within the jurisdiction of Local 32, such Employer may bring in one (1) Plumber Foreman or one (1) Pipefitter Foreman without utilizing the Local 32 Hiring Hall (exception: see Memorandum of Understanding page 1). The Employer may also bring in a second (2nd) Foreman from the opposite craft from outside Locals 32's jurisdiction but in such event, the Employer must hire one (1) Journeyman of each craft through Local 32's Hiring Hall.
- (B) Foreman working under this section within the jurisdiction of Local 32 shall be paid Foreman's pay and travel or per diem as set forth in this Agreement. A Journeyman may be sent to a single-family residence not a part of a tract development. Travel pay or per diem shall be paid to the Employee sent in.

**Section 8.** Only after written notification to U.A. Local #32 of an Employer's intention to utilize this section and only after U.A. Local 32's acknowledgment that the shop and this job fulfills the requirements of this section, can the Employer implement this section. Shops employing both Plumbers and Steamfitters may utilize one Journeyman of either craft on a combination plumbing and steamfitting job until the second Journeyman from the opposite craft is needed. Furthermore, at that time journeymen of both crafts may assist one another for the duration of that project. This section shall not apply on any project requiring three (3) or more journeymen.

**Section 9.** On a project located within Local 32's jurisdiction, a contractor whose home office is located within Local 32's jurisdiction may transfer in from another Local no more than one Key Employee per job and shall have no more than four (4) of these Key Employees working in Local 32's jurisdiction at any one time. Key Employees are defined as UA members dispatched from a Washington State Association UA Local and have been employed by that contractor for at least the previous six (6) months. The transferred in key Employee's home Local Union must have a reciprocal provision in the Local's collective bargaining agreement.

**Section 10.** Any signatory Employer from outside Local 32 may transfer two (2) Employee's to each jobsite within the jurisdiction of Local 32 provided that a reciprocal agreement for the same provisions exist in that Employer's home Local's collective bargaining agreement. An Employers home Local jurisdiction is defined as the Local Union's jurisdiction where that Employer's principle place of business is located. Transferred Employee's must be from the Employer's home Local Union jurisdiction unless they have been employed by the Employer for the previous six (6) months. This provision may be extended to four (4) Employees by approval of both effected Local Union's on a project-by-project basis.

## ARTICLE VI - JOB FACILITIES

**Section 1.** The handling of tools and materials and time required by Employees to reach the ground or dry shack area from work or to reach work from the ground or dry shack area on multiple-story buildings shall be considered time worked, unless reasonable elevator service is available.

**Section 2.** Each Employee covered by this Agreement shall have adequate time before the established quitting time for the purpose of putting away the Employer's tools. All processing and brassing shall be done on the Employer's time.

**Section 3.** On all jobs where the Employees report directly to the job site, adequate and secure shelter for changing clothes and heat for drying them shall be provided. Where the length of the job warrants or where five or more Employees may be employed, a shelter or shop must be provided as a place to change clothes, dry them and eat lunch. This must be separate and apart from any tool or material storage.

The Employer shall provide drinking water and toilet facilities on all jobs except small individual jobs. When adequate toilet facilities are

not provided, the Employee shall not be penalized for leaving the job site to use other toilet facilities.

The Employer shall provide soap and water for hand washing on all job sites and where considered necessary for health and safety, hot water will be provided. As an option, anti-bacterial soap or cleanser may be provided.

**Section 4.** Where work is such as to require boots and other garments protecting the person against oil, acid, flames, sparks and water, the same shall be furnished by the Employer.

**Section 5.** Welding gloves shall be furnished by the Employer on all jobs where welding is being done and leathers shall be provided where the welding is of such a nature as to expose the person of the welder to an unsafe condition.

**Section 6.** No time shall be deducted from the pay of any Employee covered by this Agreement because of the breakdown of any equipment or for any other reason that prevents the Employee from working. Time lost because of a breakdown of equipment or for any other reason preventing the Employee from working is not to be made up as "lost time" by the Employee involved.

**Section 7.** Employees shall be held responsible and accountable for all protective clothing and gear furnished by Employer, provided adequate storage for safekeeping is furnished by the Employer.

**Section 8.** Employers covered by this Agreement shall reimburse Employees for any damage which may occur to their clothing while the Employees are working or while their clothing is on the Employer's premises or job site, in areas designated by the Employer, when such damage is caused by fire, acid, chemicals or theft by forcible entry as covered by standard policies. This will not apply if caused through negligence on the part of the Employee.

**Section 9.** No Employee covered by this Agreement shall continue in the employment of any Employer who fails to meet the above described minimal job conditions.

## **ARTICLE VII - PRE-EMPLOYMENT PROCESSING**

**Section 1.** Instances where an Employee covered by this Agreement is required to submit to any photography, fingerprinting or other security or pre-employment processing of any type as a condition of employ-



ment, the time required therefore, shall be at the expense of the Employer, except when not employed due to falsification, misrepresentation, etc.

**Section 2.** No Employee covered by this agreement shall be subjected to any welding test on any job requiring same unless the Employer furnishes proper equipment and materials for the administering of the tests. An applicant dispatched by the Union to take a welding test shall, after satisfactory completion, receive eight (8) hours pay for that day and shall report to the shop or jobsite for the remainder of the shift if practical. An applicant dispatched by the Union who fails to pass a standard mild steel welding test shall receive two (2) hours pay. (NOTE: This applies to mild steel welding for commercial heating/cooling pipe welding. This shall not apply to welding that requires x-ray examination.) An applicant who fails to pass any type of welding test other than a mild steel test shall receive at least four (4) hours pay, or the actual time required to take the test if longer.

**Section 3.** Under no circumstances shall the Employer be permitted to utilize or require the use of a lie detector test or similar test as a condition of initial or continued employment.

**Section 4.** Where a substance abuse test is required on any project by either owner, general contractor or the mechanical contractors, etc., it can only be implemented under all the terms and conditions of the "Substance Abuse Policy" negotiated and ratified by MCAWW and U.A. Local #32. (See attached policy which is a supplement to this Agreement.)

**Section 5.** Signatory Employers are encouraged to utilize the Employee Information Packet jointly developed by Local 32 and MCA, and Employees will be required to read and acknowledge the information by their signature.

## **ARTICLE VIII - ORDINANCES, CODES & CRAFTSMANSHIP**

When a member, employed by a signatory contractor, performs work in an unworkmanlike manner or not in accordance with any applicable city, county or state ordinance and codes (unless the member was directed to do so by the Employer's representative.) the contractor is at liberty to contact the local Union and ask that the Craftsmanship Committee inspect the job. If, after the committee does so and finds the work unsatisfactory, the member will be notified to install same in a proper manner on his own time between the hours of 8:00 a.m. and

5:30 p.m., Monday through Friday, at no additional cost of wages to the contractor.

## **ARTICLE IX - SHOP AND JOB STEWARD RULES**

**Section 1.** The Business Manager or his assistants shall appoint any competent Journeyman as a Steward and may also revoke his appointment without affecting his job opportunities. Upon appointment the Steward shall identify himself to the Employer or his representatives. The Steward shall be included on all Overtime work provided he is competent and capable of performing the work required.

**Section 2.** Stewards shall be allowed access to all places where Employees covered by this Agreement are employed provided that Stewards do not move from Employer to Employer for this purpose.

**Section 3.** Job and Shop Stewards shall be allowed reasonable time for the performance of their duties.

**Section 4.** Any and all accidents on the job, involving Employees, shall be reported immediately to the Employer and Local 32 by the Job Steward.

**Section 5.** In the event an Employee is injured or becomes ill on the job, the Steward or the Employer's representative shall take care of his personal belongings and supervise his immediate care and disposition.

**Section 6.** Employers who wish to terminate or transfer a shop or job steward must first notify Local 32 and prove they have just cause for termination or transfer.

If the parties cannot mutually agree on the termination or transfer of the shop or job steward, the matter shall be referred to the Joint Grievance Committee for resolution.

The Joint Grievance Committee shall meet within three (3) days to resolve the problem. If the committee cannot resolve the problem, the parties shall immediately proceed to arbitration, by mutually selecting an impartial arbitrator. If the parties cannot agree on an impartial arbitrator one will be selected for them by the District Director of the Seattle Office of the Federal Mediation and Conciliation Service or his designee. The District Director shall select an individual to serve as impartial arbitrator who is immediately available to hear the dispute. The parties agree that the matter will be heard and decision rendered by the impartial arbitrator within three (3) calendar days after the Joint

Grievance Committee has met and failed to resolve the matter.

No steward shall be terminated or transferred until the Joint Grievance committee has met and rendered a decision.

**Section 7.** Local 32 representatives shall have access to all places where Employees covered by this Agreement are employed. They (Local 32 representatives) shall notify the Employer's representatives of their appearance upon the job site.

**Section 8.** Job Stewards shall not be authorized to threaten, direct or cause any work stoppage or slow down. Violation of this provision may be cause for termination.

## **HIRING HALL RULES AND PROCEDURES**

### **ARTICLE I - HIRING HALL FORMS**

Local 32 shall establish and maintain an open and nondiscriminatory Hiring Hall and such Hiring Hall shall be the exclusive source of Employees performing Plumbing and Pipefitting work within the jurisdiction of Local 32. The following forms shall be used in the operation of the Hiring Hall.

Applicants Out of Work Registration Book

Form No. 2 Work Referral

Form No. 3 Employer's Termination

Form No. 7 Employer's Work Order

Provide a check-off box on Form No. 7 Employer's Work Order to let an Employer request that the applicant for work have a valid first aid card.

\_\_\_\_\_ First Aid Card

### **ARTICLE II - HIRING HALL CLASSIFICATION**

**Section 1.** Any applicant for work shall be placed on either the "A", "B", "C", "D" or "E" work list for the appropriate crafts.

(A) The "A" List applicants shall be all those registered as available for work who are journeymen who have had four (4) or more years experience at the trade, four (4) of which shall be within the

- territorial jurisdiction of the U.A. Local 32.
- (B) The "B" List applicants shall be all those registered as available for work who are journeymen, who have had four (4) years or more experience at the trade within the territorial jurisdiction of the Washington State Association and Local 290, providing their home local reciprocates "B" list status to Local 32 members.
  - (C) The "C" List applicants shall be all those registered as available for work who are Journeyman, who have had four (4) years or more experience at the trade within the territorial jurisdiction of the Northwest States Pipe Trades Association.
  - (D) The "D" List applicants shall be all those registered as available for work who are journeymen, who have had four (4) years or more experience at the trade outside the Northwest States Pipe Trades Association.
  - (E) The "E" List applicants shall have had two (2) years construction experience as Steamfitters, Plumbers or Welders.

### **ARTICLE III - EXAMINING AND APPEALS BOARD**

**Section 1.** A permanent Examining and Appeals Board (EAB) shall be established. Local 32 shall appoint (3) three members and the Mechanical Contractors Association of Western Washington shall appoint (3) three Employer members bound by this Agreement. It shall be the duty of the EAB to investigate and determine the qualifications of any Employee or applicant for employment whose Journeyman status is in doubt. The EAB shall review the qualifications and status of any applicant who receives two or more terminations for cause within a twelve (12) month period; an applicant receiving two or more ineligible for rehire terminations within a twelve (12) month period; an applicant whose employment hours within the previous twelve (12) months were significantly less than the average hours or for other good cause determined by the EAB. The EAB shall have the right to suspend the Hiring Hall rights or request that the applicant receive counseling or treatment, enroll in Journeyman training or other professional treatment or training deemed necessary by the EAB. The EAB shall also investigate and determine any dispute relating to the operation of the Hiring Hall. In the event the EAB becomes deadlocked with respect to any matter within its jurisdiction, any interested party shall be permitted to submit the matter to an impartial umpire. Fees and selection procedures shall be in accordance with the American Arbitration Association Rules.

**Section 2.** In the conduct of examination, the EAB will utilize uniform tests that shall be oral, written and manual, for the purpose of determining the degree of skill, training and competence the candidate may

possess. Examination results will be graded and the candidate of Local 32 shall be advised of the results of the examination. Any applicant failing to pass an examination may request a second examination within ninety (90) days from the date of receiving notification of his first failure to qualify. In the event the applicant fails to pass a second examination, he may reapply for a third examination within one hundred and eighty (180) days from the date of the receipt of his second notification. No applicant shall be allowed to request more than three (3) examinations. The EAB shall be paid by the applicant a fee of thirty dollars (\$30.00) for each examination to defray cost of materials and other expenses incurred. The fee shall be collected by the EAB.

## **ARTICLE IV - HIRING HALL REGISTRATION AND DISPATCH PROCEDURES**

The following procedures shall be observed in the operation of the Hiring Hall:

### **HIRING HALL REGISTRATION**

**Section 1.** All applicants for work shall provide necessary documentation to the hiring agent to provide U.S. citizenship or proper U.S. employment authorization. No applicant will be dispatched who is not authorized for U.S. employment.

**Section 2.** Any applicant for work within the area covered by this Agreement shall register his availability by signing the Applicant's Out of Work Registration Book. In addition to supplying the usual employment data, the applicant shall designate his craft as a plumber, steamfitter, refrigeration/air conditioning mechanic or welder. The applicant may list any certifications, licenses or special skills he possesses that are trade related on his work card.

**Section 3.** Where it appears from the applicant's registration that he has served his apprenticeship at the trade under any system acceptable to the U.S. Bureau of Labor Standards or in the alternative, has had no less than four (4) years experience in the plumbing, pipefitting or welding trade and has passed any standard examination determinative of the degree of skill and training he possesses, his name may be placed on the appropriate Hiring Hall Register in the order of his registration, provided that his experience or examination is equivalent to the standards prevailing within the jurisdiction of Local 32. Where applicable, Union records may be used in determining the applicant's trade, skill and experience qualifications. It shall be the burden of the

applicant to prove his trade, skill and competency qualifications.

**Section 4.** No "B", "C", "D", or "E" applicant shall register work availability at more than one Hiring Hall (maintained by a labor organization whose members are employed in plumbing, pipefitting or welding work) during any one period of unemployment. Violators of this rule shall be placed at the bottom of the Local 32 Hiring Hall Register. For a second offense, he shall be summoned before the EAB and subject to a suspension from the Hiring Hall Register for a period of not more than six (6) months.

**Section 5.** All applicants from area one (1) must register or re-register for work in person. All applicants from area two (2) may do so by a mail request accompanied with a termination form. This would also apply for all physically incapacitated members from any area.

**Section 6.** Effective June 1, 1982 any applicant unable to prove that he has submitted himself to an examination designed to determine his skill and competence, shall not be placed on the Hiring Hall Register irrespective of his other training and experience. Such an applicant shall be supplied a request directed to the EAB for the examination required by this Agreement. At the time of filing his request with the EAB, the applicant, requesting examination, shall pay to the EAB a fee of thirty dollars (\$30.00). The fee shall be used to defray expense of examination. The applicant's name shall not be added to the Hiring Hall Register until Local 32 has received the written notification from the EAB that the applicant has successfully passed the examination.

**Section 7.** In the event an applicant requests any additional examination for any reason, the standard examination fee of thirty dollars (\$30.00) shall accompany each request.

**Section 8.** An applicant who obtains a position on the Hiring Hall Register through fraud, misrepresentation or other improper means will be subject to downgrading, suspension or removal from the Register depending on the gravity of the offense.

The matter shall be referred to the EAB. If the applicant is found to be guilty of fraud or misrepresentation, the EAB shall fix the penalty to be imposed according to the gravity of the offense. Penalties shall range from downgrading on the Hiring Register through suspension for fixed periods of time.

**Section 9.** An applicant who has been suspended from the Hiring Hall Register may re-register his availability at the end of the suspension

period. His name shall then be placed at the bottom of the Register.

**Section 10.** Any applicant whose name may have been stricken from a Hiring Hall register for a period of thirty (30) days or longer may file a petition for reinstatement to the Hiring Hall Register. The petition shall detail the change or circumstances relied upon by the petitioner in seeking reinstatement to the Hiring Hall Register. The petition shall be addressed to the EAB.

**Section 11.** Each applicant must be physically available for work offers within twenty-four (24) hours after call as a condition of retaining his respective position on the Hiring Hall Register. Failure to be available within the time specified and without good cause, the applicant shall be charged with a work rejection.

**Section 12.** In the event an applicant is incapacitated because of either occupational or non-occupational illness or injury, his position on the Hiring Hall Register shall continue to move until he is in first (1st) position. Upon obtaining a written release from his medical attendant, the applicant shall report that fact to Local 32 for the purpose of work referral. It shall be the burden of the applicant to submit a physician signed letter to prove physical disability in order to retain his position on the Hiring Hall Register.

**Section 13.** Applicants electing to apply for and receiving vacation status under the terms and provisions of this Agreement shall not lose their place on the Hiring Hall Register. Applicants applying for a vacation must first notify the Hiring Agent in person, by letter, e-mail or by fax. The request will be processed that night and will be effective the following day. Applicants returning from vacation must first notify the Hiring Agent in person by letter, e-mail or by fax. The request will be processed that night and will be effective the following day. Vacations are limited to an accumulation of thirty days per calendar year. In the event applicants should become eligible for work while on vacation, their inability to accept work shall not be charged against them as a work rejection.

**Section 14.** An applicant shall be referred to work in the order of his precedence on the Hiring Hall Register either as a Journeyman plumber, steamfitter, welder or refrigeration/air conditioning mechanic, except in those instances where the Employer calls for an applicant by name in accordance with Article IV, Sections 1, 2, 3 and 4 of Dispatch Procedures or specifies particular skill or certification. The applicant shall be referred pursuant thereto who preceded all others possessing the same special skill or certification on the Hiring

Hall Register.

**Section 15.** An accurate Hiring Hall Register of available applicants shall be maintained. Any applicant who accepts employment for fifteen (15) working days or less (excluding Saturdays, Sundays and Holidays) may return to their original place on the out of work list without re-registering. The fifteen (15) working days may be a composite of short jobs that do not total over fifteen (15) working days. The applicant must report himself available for work at the hiring hall on any business day within twenty-four (24) hours (Saturdays, Sundays and Holidays excluded), after termination from the job or company. Any employment accepted over fifteen (15) working days (excluding Saturdays, Sundays and Holidays) will require re-registering his availability at the hiring hall and taking the bottom position on the out of work list.

**Section 16.** Residents of the Seattle, Wenatchee and Port Angeles areas, at the time of registration or re-registration, may restrict their availability of jobs in their area of residence. Those who do so will not be offered jobs outside their residence area until the other areas applicant lists are exhausted. Those applicants not designating an area preference will have equal referral privileges in all areas of work as to their date of registration or re-registration. For these applicants, a refusal of work referral in any area will be counted as a work rejection (Dispatch Procedures, Section 12).

**Section 17.** The Hiring Hall shall be open from 7:30 a.m. to 4:30 p.m., Monday through Friday except as noted in Article IV, section 4 (A).

**Section 18.** An "A" applicant who is duly registered and accepts employment outside the jurisdiction of the Hiring Hall shall have the right to freeze his registration date for a period not to exceed six (6) months unless he notifies Local 32 that he would be able to accept a job within forty-eight (48) hours notice and wishes to extend it for another six (6) months period.

**Section 19.** The Hiring Hall shall be permitted to charge a lawful Hiring Hall registration fee as may be determined by Local 32.

## **DISPATCH PROCEDURES**

**Section 1.** All Employers utilizing the Hiring Hall have the right to call from the "A" List any person covered by this Agreement. However, for each person called for work in this manner, the Employer's next request for that craft must be filled from the first



available qualified person from the "A" List.

All short call dispatches of fifteen (15) days or less (see Article IV Section 15) shall not qualify as a top of the list dispatch for the purpose of obtaining a call by name for the next dispatch.

**Section 2.** All Employers utilizing the Hiring Hall have the right to call from the "A" List any person who may have been employed by that Employer in any area covered by this Agreement within the past one hundred twenty (120) calendar days.

**Section 3.** The Employer may select one applicant per craft for necessary supervision for a specific project by name among the applicants registered on the "A" List. When an applicant is referred as a Supervisor, the applicant shall maintain supervisory pay status for the duration of said project. When the project is completed and the applicant is no longer needed, the applicant shall receive a reduction of force and be returned to the Hiring Hall. An applicant's time worked under this dispatch shall not be considered as time employed for rehire purposes.

**Section 4.** The contractors signatory to this agreement recognize their individual responsibility to develop and implement an equal employment opportunity and affirmative action program. To facilitate this effort, the Employers who are required by statute, contract or a public funded contracting agency (such as the office of Federal contract Compliance, city, county, Port of Seattle, etc.) to employ minorities or females may, after submitting written proof to the Hiring Hall Agent, call for the first available minority or female.

**Section 5.** Work orders for Steamfitters will be filled each day on a rotational basis from the Steamfitter "A", "B", "C" and "D" Lists. If the Steamfitter work orders are unfilled, the dispatcher will go to the welder list starting with the "A" List, and proceed through to the end of the "D" List. If work orders remain unfilled, the dispatcher will go to the Refrigeration/Air Conditioning "A" List and proceed through to the end of the "D" List. If work orders remain unfilled, the dispatcher will go to the Plumber "A" List and proceed through to the end of the "D" List. If work orders remain unfilled, the jobs will be offered to the "E" List applicants. Refrigeration/Air Conditioning, Plumber and "E" List applicants will not be charged with a rejection if they do not have the jobs skills or certification required.

**Section 6.** Welder work orders will be filled each day on rotational basis from the welder "A", "B", "C" and "D" Lists. Unfilled work

orders will be offered to members on the Steamfitter “A”, “B”, “C” and “D” Lists. If work orders remain unfilled, the dispatcher will go to the Refrigeration/Air Conditioning “A” List, and proceed through to the end of the “D” List. If work orders remain unfilled, the jobs will be offered to the Plumber “A” List, and proceed through to the end of the “D” List. If work orders remain unfilled, the jobs will be offered to the “E” List applicants. Steamfitters, Refrigeration/Air Conditioning mechanics, Plumbers and “E” List applicants will not be charged with a rejection if they do not have the required job skills or certification.

**Section 7.** Plumbers work orders will be filled each day on a rotational basis from the Plumber “A”, “B”, “C” and “D” Lists. Unfilled work orders will next be offered to members on the Steamfitter “A”, “B”, “C” and “D” List. If work orders remain unfilled, the dispatcher will go to the Refrigeration/Air Conditioning “A”, “B”, “C” and “D” List. If work orders remain unfilled, the dispatcher will go to the Welder “A”, “B”, “C” and “D” List and then to the “E” List applicants. Steamfitter, Refrigeration/Air Conditioning, Welder and “E” List applicants will not be charged with a rejection if they do not have the required job skills, license or certification.

**Section 8.** Work orders for Refrigeration/Air Conditioning fitters will be filled each day on a rotational basis from the Refrigeration “A”, “B”, “C” and “D” List. If Refrigeration/Air Conditioning work orders are unfilled, the dispatcher will go to the Steamfitter “A”, “B”, “C” and “D” List. If work orders remain unfilled, the dispatcher will go to the Welder “A”, “B”, “C” and “D” List. If work orders remain unfilled, the dispatcher will go to the Plumber “A”, “B”, “C” and “D” List. If work orders remain unfilled, the dispatcher will go to the “E” List applicants. Steamfitters, Welders, Plumbers and “E” List applicants will not be charged with a rejection if they do not have the required job skills, license or certification.

**Section 9.** If an applicant who has been dispatched, presents himself to the Employer and is unable to perform a normal day’s work due to the use of intoxicating liquor or under the influence of drugs (except those prescribed by the applicant’s physician), the applicant’s name shall be stricken from the Hiring Hall Register for a period of fifteen (15) days for the first (1st) offense, thirty (30) days for the second (2nd) offense and for the third (3rd) offense, he shall be summoned before the EAB for appropriate action.

**Section 10.** Applicants failing to report as referred without good cause therefore shall be placed at the bottom of the Hiring Hall Register for the first (1st) offense. A second (2nd) offense shall be sufficient reason

for the EAB to summon the applicant to appear before it for the purpose of showing cause why his name should not be suspended from the Hiring Hall Register.

**Section 11.** Any applicant who has accepted a work referral and who thereafter is unable to report at the time and place ordered, shall notify Local 32 as soon as possible of his inability to report as referred as a condition of retaining his position on the Hiring Hall Register.

**Section 12.** No applicant shall be tendered any work referral to any employment for which he is obviously unqualified based upon the information supplied by his Hiring Hall folder. If referred due to misrepresentation of qualifications, the applicant shall not receive show up pay.

**Section 13.** Any applicant may reject two (2) offers of suitable work made to him by Local 32 without losing his position on the Hiring Hall Register. A third (3rd) rejection of such employment shall be cause for the applicant's name to be placed at the bottom of the Hiring Hall Register unless good cause can be proven, such as injury, illness or other emergency. The burden of providing proof of good cause shall be the applicant's. (For the purpose of this paragraph, an applicant who has limited his availability to an area or special skill shall not be charged with a work rejection for refusing a work referral for employment outside his registered area or specialty).

**Section 14.** Work calls shall be made by Local 32 to the telephone number supplied by the applicant at the time of registration.

**Section 15.** If no telephone number is supplied by the applicant, it shall be the responsibility of the applicant to keep himself available for work referrals by Local 32.

**Section 16.** Applicants on the Hiring Hall Register shall be available for work referral, dispatch or calls between the hours of 7:30 a.m. and 11:30 a.m. daily, Monday through Friday (unless otherwise posted) except as noted in Article IV, Section 4 (A). An applicant not available at the hour appointed for work referral under this paragraph shall be charged with a work rejection on his Hiring Hall Registration (without good cause). The burden of proving good cause shall be up to the applicant, however, the applicant shall not be charged with more than one (1) rejection per day.

**Section 17.** When an Employer requests an applicant for immediate dispatch with less than twenty (20) hours notification to the Hiring

Hall, that applicant will be paid eight (8) hours pay if he is dispatched before noon and four (4) hours pay if he is dispatched after noon. The applicant shall report to the Employer within a reasonable time after dispatch.

The hiring agent agrees to refer qualified applicants to the Employers within 72 hours, exclusive of Holidays and weekends. After 72 hours the Employer may hire from any source if the order is not filled. Article V (Union Security) shall apply.

**Section 18.** Should it become necessary to dispatch out of classification applicants to fill a call for manpower, the Union may dispatch out of classification workers to the job site only. Out of classification Employees will not be transferred to another job site without the approval of the Business Manager.

## ARTICLE V - TERMINATIONS

**Section 1.** On the date of termination or severance of any Journeyman from the employ of any Employer, he shall be given a termination form (Hiring Hall Form no. 3), which shall state the reason therefore, e.g. reduction in force, voluntary quit, discharge for cause, etc. If the Journeyman desires to re-register for work at the Hiring Hall, he shall present to the hiring Agent the termination form at the time of filing his re-registration.

**Section 2.** Layoffs will be by classification and in reverse order of dispatch priority (e.g. Steamfitter reduction in force: first "E" List applicants, next "D" List Steamfitters, next "C" List Steamfitters, next "B" List Steamfitters, next "A" List Steamfitters. The steward will be the last man laid off where practical.

**Section 3.** An Employee who receives an Employers termination (Hiring Hall Form no. 3) marked for cause, not eligible for rehire, and signed by his immediate Supervisor, and a management representative of the company whenever possible, will not be considered for dispatch to that Employer for six (6) months. Any Employee notified by the Employer that there will be no more work for him following any regular working day shall be considered for all purposes as having been terminated and laid off from his employment by the Employer. Employees not willing to accept furlough status shall be given a "reduction of force" (R.O.F.) status.

## ARTICLE VI - HIRING HALL DEFINITIONS

For the purpose of these Hiring Hall rules and the procedures above, the following terms are defined as:

“Applicant”: Any person available for work within the area covered by this Agreement and duly registered as available for such work with Local 32.

“Available for Work”: Declaration of any applicant that he is available for work as a skilled Plumber, Pipefitter or Welder and is ready, able and willing to accept immediately any suitable work at his craft which may be offered to him through the Hiring Hall.

“Suitable Work”: Work offered at the customary occupation of the applicant with due regard being accorded to his physical fitness and prior training, the prospects of securing local work in his customary craft, the distance of available work from the residence of the Applicant. (Excluded from “suitable work” are work referrals offered to vacancies due to strike, lockout or other primary labor disputes or to work where the remuneration, hours or conditions of work are less favorable than those of this Agreement).

“Year”: To be twelve (12) consecutive calendar months.

“Experience at the Trade”: Will be defined as building and construction trade work.

“One Year of Experience”: It means 1200 hours of employment at the trade in a minimum of twelve (12) months to a maximum of eighteen (18) consecutive month’s period.

## **U.A. LOCAL 32 AND SIGNATORY EMPLOYERS ALCOHOL AND DRUG TEST POLICY**

**PURPOSE:** Employees under influence of drugs or alcohol on the job pose serious safety and health risks, not only to the user, but also to all those who surround or come in contact with the user. This policy is adopted in accordance with Chapter 440-26 Washington Administrative Code relating to drug free workplace programs.

To help insure a safe, healthy and productive work environment for the members of Local 32 and signatory Employers on work sites and/or company property, we have adopted a policy for maintaining a work place free of drugs and alcohol abuse. This policy restricts certain items and substances from being brought on to or being present on company premises or work sites, prohibits Employees on company premises or work sites from reporting to work or working with measurable levels of illegal and non-prescription drugs, alcohol and other controlled substances which affect the Employees' ability to perform work safely.

Any current Employee who feels that he or she has a drug or alcohol related problem is encouraged to seek professional help.

**POLICY:** The use of or being under the influence of any alcohol during working hours is prohibited. The use, purchase, possession or transfer of drugs or having illegal drugs in the bodily systems is prohibited. This policy applies during all working hours and during the time the Employee is on lunch or break periods when the Employee is scheduled to return to work or when operating a company vehicle. Employees are required to submit to an alcohol and/or drug test when directed to by the Employer in accordance with this policy and are required to provide adequate samples to conduct the alcohol and/or drug test.

- Employees refusing to submit to testing by avoiding the alcohol or drug test or failing to provide an adequate volume of urine to conduct a test without a valid medical explanation will be treated as insubordination.
- Any conduct that clearly obstructs the collection process is prohibited.
- Providing false information about a urine specimen or attempting to contaminate or alter a urine specimen is prohibited.

Violations of this policy and the following procedures will result in disciplinary action.

**METHOD:** The method of testing shall be by urinalysis. The confirmatory testing method shall be by gas chromatography/mass spectrometry (GS/MS). Tests shall be conducted only by laboratories certified by SAMHSA of DHHS. These employment-screening tests shall be taken as soon as practical after the individual reports for work. It is understood that new Employees shall be considered probationary Employees until such time as the results from the tests are known to the Employer. The presence of one or more illegal drugs or alcohol is cause for termination and will result in denial of employment for probationary Employees (See Agreement for continuation of employment).

**PREHIRE TESTING:** At projects where alcohol and drug testing is required, it shall be a condition of employment that all Employees of the contractor pass (negative results) a drug/alcohol test.

**ANNUAL TESTING:** Annual testing shall be allowed. Annual testing shall be done within a 30-day window on either side of the anniversary date of employment. Should a signatory contractor voluntarily implement this policy it is understood that all Employees and representatives of the company including owners, both hourly and salaried in the office, shop and field shall be tested annually.

**PROJECT SPECIFIC MANDATORY RANDOM TESTING:** Project specific requirements that mandate random testing shall be allowed after prior notification and proper documentation mandating random testing has been received by Local 32. All affected Employees of the contractor shall receive prior notification before reporting to the project. After an Employee is performing work on a project and random testing is subsequently required, thirty (30) days notice shall be given to Local 32 which properly documents the mandatory random testing. All Employees working on that project shall also receive a thirty (30) days notice before any random testing is implemented on that project.

**POST ACCIDENT TESTING:** In the event of any accident which is OSHA/WISHA recordable and/or which results in damage to property or equipment, any persons directly involved in the accident may be required to submit to a drug/alcohol test. The Employer shall notify Local 32 whenever a post accident test occurs (see Appendix E).

**PROBABLE SUSPICION OF IMPAIRMENT:**

- Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or

- breath odor of the Employee. Probable suspicion must be documented at or near the time of the observation (see Appendices C & D).
- An Employee consenting to the testing will be transported to the hospital or laboratory. After test is completed, the Employee will be transported back to his/her residence.
  - If the test results are negative, the Employee will immediately be reinstated in his/her previous position, be paid any lost straight time wages, and no further action will be taken.
  - Should the test results be positive, the Employer may terminate the Employee without pay except for actual time worked on the day that the test was conducted. Employees have the right to obtain test results from the testing facility.

**LEGAL DRUGS:** The use of drugs that are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe performance.

## **ALCOHOL AND DRUG TESTING PROCEDURES**

1. The reporting of the results of the drug test shall be handled discreetly between the testing facility and Employer. The results shall be reported as follows:
  - A. Yes, the Employee is within the limits described by this policy.
  - B. No, the Employee is not within the limits described by this policy.
2. If requested, the results will be provided to the Employee by the Medical Review Officer (MRO).
3. The Employer and the testing facility understand and agree the customary patient privacy will be observed in taking the described test. All confirmed positive tests shall receive a professional medical review that includes offering the Employee the opportunity to contest or explain the result.
4. The Employer and the testing facility agree that security of biological specimens is absolutely necessary. Any breach of this security will require a three-day written notification to Employee with re-test at company expense.
5. In the event of positive test results, the Employee may request, within 72 hours of notification by the MRO, a retest of his/her



urine specimen at another SAMHSA certified laboratory at the Employee's expense. Chain of custody for this sample shall be maintained. In the event of a negative test result on the re-test, the Employer shall pay for the re-test and any lost straight time wages.

6. The following is a list of drugs for which testing may be conducted and their associated threshold levels:

<u>Compound</u>	<u>Screen</u>	<u>Confirming</u>
Amphetamines	1000ng/ml	500ng/ml
Barbiturates	300ng/ml	200ng/ml
Benzodiazepines	300ng/ml	200ng/ml
Cocaine Metabolites	300ng/ml	150ng/ml
Marijuana (THC)	50ng/ml	15ng/ml
Methadone	300ng/ml	100ng/ml
Methaqualone	300ng/ml	300ng/ml
Opiates	300ng/ml	300ng/ml
Phencyclidine	25ng/ml	25ng/ml
Propoxyphene	300ng/ml	100ng/ml
Ethanol (alcohol)	0.03g/dl	0.03g/dl

7. If an Employee tests positive on a drug or alcohol test and it is the Employee's first positive test, the individual shall be offered an Agreement for Continuation of Employment, see Appendix A.

Employees who violate provisions of this policy and procedure and refuse to sign the agreement for continuation of employment shall be terminated and subject to Hiring Hall Rules and Procedures, Dispatch Procedures, Section 9 of the Hiring Hall.

8. The Employer agrees to indemnify and hold the Union harmless from any and all claims arising under the Employer's application of this policy and further agrees to pay all fees and costs of legal defense for the Union should any action be brought against the Union because of the Employer's requirement of such tests.
9. The Employer and the testing facility agree that the results of the described test are to be held in the strictest CONFIDENCE between the Employer and the testing facility. They further agree that the results of the above tests will not be provided to anyone without express written consent of the Employee.
10. The Employer and U.A. Local 32 agree that the grievance proce-

dure contained in the Labor Agreement shall apply for dispute resolution relative to this policy.

11. It is understood that on any project where approved drug testing is required, all Employees and representatives of the company (including owners) working at the jobsite, all subcontractors of the company and their Employees at that jobsite and any representatives of the U.A. conducting Union business at the jobsite shall be tested.

Should a signatory contractor voluntarily implement a company drug free policy, that requires pre-hire and/or annual testing, it is understood that all Employees and representatives of the company (including owners), both hourly and salaried, in the office, shop and field shall be tested.

The Mechanical Contractors Association may establish a program to facilitate the testing of MCA members' UA Employees. Such a program will only be made available to those MCA members who voluntarily test all their salaried and hourly Employees in accordance with this section.

12. Employees testing positive will be terminated as follows: "For Cause". The Employer shall immediately notify the Union in writing when an individual has failed the test (See Appendix F).
13. This policy may be amended by the negotiating committee to meet current industry needs.
14. Training Language – An education program on substance abuse and this policy will be offered by the Journeyman and apprenticeship training programs for apprentices, journeymen, stewards and jobsite Supervisors.

## APPENDIX A

### AGREEMENT FOR THE CONTINUATION OF EMPLOYMENT

As part of the Employee's commitment to remain free of alcohol and drug use, it is understood that the Employee's continuation of employment by the Employer is based upon and constrained by the following terms.

- 1) The Employee must submit to evaluation of potential alcohol or drug problems by a recognized and certified evaluation professional that has been referred through the Employee Assistance Program offered by the Health & Welfare Trust.
- 2) The Employee must agree to participate in all rehabilitation treatment recommended by the counselor performing the evaluation.
- 3) The Employee must authorize the evaluation counselor to provide a copy of the rehabilitation treatment recommendations to the Employer.
- 4) The rehabilitation facility must agree to closely monitor the Employee's attendance at all required sessions. The rehabilitation facility shall notify the Employer of the Employee's failure to satisfactorily attend treatment sessions. Failure of the Employee to adhere to the program for treatment will subject the Employee to discharge.
- 5) In the event the Employee is absent from work during the period of rehabilitation treatment, he or she may be subject to alcohol or drug testing.
- 6) The Employee must consent to unannounced follow-up testing for drugs and alcohol for 24 months with at least four tests in 12 months. Employee understands that time used during the regular workday for testing or treatment shall not be compensated or considered as time worked for pay.
- 7) The Employer does not guarantee the availability of work during treatment or after the Employee completes the treatment if the Employer determines that no work appropriate for the Employee is available.

This Agreement is voluntarily entered into by the Employee and in consideration for continuation of employment, the above conditions are hereby agreed to.

\_\_\_\_\_  
Employee (signature)

\_\_\_\_\_  
Employee (print)

Date \_\_\_\_\_

\_\_\_\_\_  
Employer (Company Name)

\_\_\_\_\_  
Authorized signature

Date \_\_\_\_\_

## APPENEDIX B

### CONSENT FORM

I consent to the collection of urine samples by the testing facility staff as requested by the Employer to determine the presence of alcohol and drugs, if any. Testing is to be conducted at a SAMSHA approved testing facility.

I understand that any urine samples that are chemically altered shall be considered positive. I understand that if my sample is diluted, a retest at the cost of my Employer will be authorized. I understand that a second diluted sample will result in a positive result.

I authorize the testing facility to release to the authorized Employer representative test results that are negative. I authorize the testing facility to release to the Medical Review Officer (MRO) test results that are positive. The MRO is authorized to notify the Employer of the confirmed positive tests.

The results of the test consented to herein will be kept in strictest confidence by the Employer. Results of the test will not be provided to anyone other than the Union without the express written consent of the Employee. In those instances where any grievance or legal action is commenced or pursued, the results shall be provided.

I understand that my alteration of this consent form, refusal to consent to or cooperate fully with the collection of urine samples or my refusal to authorize the release of the results to my Employer/Union constitutes insubordination and is grounds for termination.

\_\_\_\_\_  
Employee (signature)

\_\_\_\_\_  
Employee (print)

\_\_\_\_\_  
Employer (Company Name)

\_\_\_\_\_  
Employer Representative (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative (print)

## APPENDIX C

### GUIDELINES FOR REASONABLE SUSPICION TESTING

**Completed**

(initial, time, date)

- Supervisor and witness to independently complete separate "Reasonable Suspicion Checklists". \_\_\_\_\_
- Supervisor and witness to independently complete separate "Reasonable Suspicion Checklists". \_\_\_\_\_
- Arrange to have a meeting with the Employee in a private setting. \_\_\_\_\_
- Notify your Supervisor and arrange to have a witness at the meeting. \_\_\_\_\_
- Arrange for Union representation if requested. \_\_\_\_\_
- Inform Employee to explain the described behavior. \_\_\_\_\_
- If the Employee is unable to give an explanation which rules out the possibility of drugs or alcohol, notify the Employee that a urine drug and alcohol test will be required. \_\_\_\_\_
- Read the Consent Form to the Employee and have Employee sign the form. \_\_\_\_\_
- Explain that refusing to test, refusing to sign the consent form or refusing to cooperate with the testing procedures will result in termination. Any positive result may result in termination. \_\_\_\_\_
- Tell the Employee that he/she will be transported to the collection site and provided with transportation to their home. \_\_\_\_\_

- Notify the Union that the Employee will be transported to the clinic/collection site and to place of residency.
- If the Employee refuses to cooperatively go to the collection site, refuses to sign the consent form or refuses transportation explain that the refusal will be considered as insubordination which will result in termination.
- Arrange transportation home.
- Complete a written statement summarizing events and actions taken.

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**APPENDIX D**

**REASONABLE SUSPICION CHECKLIST**

When requesting a Performance Impairment Exam, the Management representative must complete this form and attach it to the "Consent Form". Please describe the behavior or reported behavior that causes you to suspect.

\_\_\_\_\_ appears to be impaired.  
(Employee's Name)

SPEECH

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEXTERITY,  
STANDING/WALKING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JUDGEMENT/  
DECISION-MAKING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPEARANCE  
(EYES, CLOTHING, ETC.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Witness (if available)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

(Use reverse side if additional space is required to record behaviors in areas outlined above.)



## APPENDIX E

### GUIDELINES FOR POST-ACCIDENT TESTING

COMPLETED

(Initial, time, date)

- Treat injuries first. \_\_\_\_\_
- Arrange to meet in a private setting, if possible. \_\_\_\_\_
- Notify next level Supervisor and safety director. Arrange for a witness to be present at the meeting. \_\_\_\_\_
- Arrange for Union representation if requested. \_\_\_\_\_
- Notify Employee the accident requires a urine drug and alcohol test be performed. \_\_\_\_\_
- Proceed with the drug testing only if injuries do not prevent the collection of specimen. \_\_\_\_\_
- Read the Consent Form to the Employee and have Employee sign the form. \_\_\_\_\_
- Explain that refusing to test, refusing to sign the consent form or refusing to cooperate with the testing procedures will result in termination. Any positive result may result in termination. \_\_\_\_\_
- Tell the Employee that he/she will be transported to the collection site and provided with transportation to their home. \_\_\_\_\_
- Notify the Union that the Employee will be transported to the clinic/collection site and to place of residence. \_\_\_\_\_
- If the Employee refuses to cooperatively go to the collection site, refuses to sign the consent form or refuses transportation explain that the refusal will be considered as insubordination, which will result in termination. \_\_\_\_\_

- Arrange transportation home.
- Complete a written report summarizing events and actions taken.

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## APPENDIX F

### **NOTIFICATION OF POSITIVE TEST LETTER**

*(Print on your company stationary)*

James P. Moss, Business Manager  
U.A. Local 32  
595 Monster Rd SW, Suite 213  
Renton, WA 98055

**(Your company name)** is committed to providing a safe, healthy and productive work environment for members of Local 32 by adopting the MCA/Local 32 policy for maintaining a workplace free of drugs and alcohol.

In accordance with the labor management agreement, any Employee who tests positive shall be terminated for cause.

**(Employee name)** tested positive on **(date of test)** and has been terminated. We strongly recommend that **(he or she)** be encouraged to utilize the Agreement for the Continuation of Employment (see Appendix A).

Sincerely,

Your Name  
Company Name

## **APPENDIX I - RESIDENTIAL AGREEMENT**

(Covering both the Eastern and Western Washington  
Local 32 jurisdiction)

This is an Appendix to the "Master" Labor-Management Agreement between the Mechanical Contractors Association of Western Washington and United Association Local 32 for the Eastern and Western Washington jurisdiction of United Association Local 32.

This addendum shall incorporate all terms and conditions of the Master Labor / Management agreement except as provided for herein.

**Posting:** This Appendix shall be conspicuously posted on company bulletin boards.

**Scope of Work:** This agreement shall cover all installation, maintenance and repair on any and all construction of single family dwellings, duplexes and apartment buildings and condominiums up to and including five (5) story types and hotels and motels up to and including three (3) stories. This agreement shall also include the following:

- Irrigation and lawn sprinkler systems
- Domestic swimming pools
- Domestic vacuum cleaning systems
- Water mains
- Chemical fire protection
- All storm and sanitary sewers
- Residential gas, oil, heating and air conditioning piping
- All bathroom, toilet room and shower room accessories and their backing, regardless of the size, type or description of the installation (See Jurisdiction of the U.A., Point #8)

Effective August 1st, 2002 the hourly wage/fringe rates shall be as follows:

**Residential Wage Rates:**

<b>(Residential/Lawn Sprinklers) JOURNEYMAN</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$21.40	\$32.10	\$42.80
Vacation	1.58	2.37	2.37
Assessment Check-off	<u>.20</u>	<u>.20</u>	<u>.20</u>
<b>TAXABLE INCOME*</b>	<b>\$23.18</b>	<b>\$34.67</b>	<b>\$45.37</b>
Health & Welfare & Dental	3.85	5.78	5.78
Washington State Pension Fund	.30	.30	.30
Industry Improvement Trust	.15	.15	.15
MCAWW Dues	.05	.05	.05
JATC	.14	.14	.14
Supplemental Pension	<u>1.10</u>	<u>1.10</u>	<u>1.10</u>
<b>TOTAL PACKAGE</b>	<b>\$28.77</b>	<b>\$42.19</b>	<b>\$52.89</b>

<b>(Residential/Lawn Sprinklers) HELPER (50% of Journeyman)</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	<u>\$10.70</u>	<u>\$16.05</u>	<u>\$21.40</u>
<b>TAXABLE INCOME*</b>	<b>\$10.70</b>	<b>\$16.05</b>	<b>\$21.40</b>
Health & Welfare & Dental	3.85	5.78	5.78
Industry Improvement Trust	<u>.15</u>	<u>.15</u>	<u>.15</u>
<b>TOTAL PACKAGE</b>	<b>\$14.70</b>	<b>\$21.98</b>	<b>\$27.33</b>

**\*NOTE: Working Dues = 1.50% of Gross Taxable Income.**

**Effective August 1, 2002**, the contractors shall make available an additional \$.70 to be allocated as follows: \$.40 to the base wage rate and \$.30 to Health and Welfare.

**Effective June 1, 2003**, the contractors shall make available an additional \$1.00 to be allocated by Local 32.

**Effective June 1, 2004**, the contractors shall make available an additional \$1.30 to be allocated by Local 32.

It is understood that all Health and Welfare increases shall come from the above agreed upon allocations.

**Travel Allowance:** When the Employer provides transportation to and from the job site, no travel allowance shall be paid.

**Incentive Programs:** Employers who elect to use a productivity incentive program for journeymen shall pay fringe benefits and MCAA dues for actual hours worked, not to exceed 180 hours contributions per month. Employers using incentive programs shall compensate workers at a minimum wage rate of \$9.00/hour.

Productivity incentive programs must be written and approved by a representative of MCAA and a representative of U.A. Local 32. Productivity incentives are strictly voluntary on the part of both the Employee and the Employer. Any Employee being compensated under a productivity incentive program shall be instructed as to the details of the program and shall receive and sign for a copy of the program. A copy of any productivity incentive program shall be posted in conspicuous locations around company facilities.

Abuse of this section shall be subject to the grievance procedure and the penalty for violation will be the removal of the incentive program for a period to be determined by the Joint Grievance Committee.

**Helpers:** The helper wage/fringe rate shall be as follows: The helper wage shall be 50% of the Journeyman base wage rate. Additionally, the helper shall receive full Health and Welfare and Industry Improvement Fund contributions (to be maintained by the Employer).

Employment of helpers shall not interfere with the Apprenticeship Training Program as determined by the JATC. The bargaining parties agree to annually re-open this section on the anniversary date of this contract should conflicts arise between the training and hiring of helpers and apprentices.

**The following is the general scope of work allowed for helpers working under this Appendix:**

1. Material and tool delivery to the shop or job site, material handling and distribution to the general work area from the ground level, storage area or point of first drop under the direction of a Journeyman or Foreman on the job. The contractor is responsible for safety training and licensing of the helper who operates a forklift.
2. Fixture cleaning and protection.
3. Concrete grouting.
4. Tool repair, cleaning, and pick up activity.
5. Job clean up activity.
6. Digging, compacting, backfilling and shoring.
7. Concrete breaking, either by hand or with a jackhammer.

8. Concrete forming, pouring and grouting.
9. All lawn sprinkler installations.
10. The set up of temporary job site facilities and the demobilization of same.
11. Pipe coating and wrapping for the protection of buried pipe.
12. Watchman, flagman and fire watch.
13. Help to lift and position heavy equipment.

The job scope of the helper may be extended by mutual agreement between the Union and the Employer.

### **Supervision**

It is up to the Employer's discretion to designate a U.A. Journeyman Employee to act as Foreman or general Foreman and if designated shall be compensated at the rate of pay specified in this agreement. The Employer shall designate the Employee and number of Employees to act as Foreman, however on projects that require ten (10) or more Journeyman, a Foreman shall be designated and shall be paid 10% base wage rate premium.

- Foremen shall receive \$.50 above the basic Journeyman wage rate.
- General Foremen shall receive \$1.00 above the basic Journeyman wage rate.

### **Apprenticeship Applicants**

Apprentice applicants working under the supervision of a U.A. Journeyman shall be allowed to perform all work coming under the jurisdiction of this Appendix. Applicants for a residential Plumber apprenticeship that have no experience in the Plumbing Industry (construction), and are dispatched to an Employer will work at the helper rate for sixty (60) calendar days. After sixty (60) calendar days, by mutual agreement between the Union and the Employer, the applicant will be placed in the Apprenticeship Program as a first period apprentice and continue to be employed by the Employer.

However, if by mutual agreement between the Union and the Employer, the applicant does not show the aptitude to continue toward an apprenticeship, the applicant will be terminated by the Employer and have his application terminated by the Union.

**Apprentices:** Apprentices shall receive a base wage based upon the following percentages of the residential Journeyman base wage rate

and the same fringe package, however no supplemental pension contributions shall be provided:

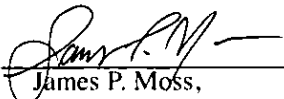
- First six (6) months 55%
- Second six (6) months 65%
- Second year 75%
- Third year 85%

**Work Week and Overtime:** Forty (40) hours, Monday through Saturday, shall constitute a regular workweek. All work performed after forty (40) hours in any one week shall be paid for at the rate of time and one-half the regular straight time rate of pay.

Employers using incentive programs shall abide by Washington State Law when working overtime hours. In this regard, each Employee working under an incentive program shall be compensated at one and one-half (1 1/2) times the average hourly rate after forty (40) hours work. For details, Employers should contact the MCAWW office or the Washington State Department of Labor and Industries, Employment Standards Division.


**Hand Tools:** If upon termination, hand tools are missing while they were in the possession of an Employee working under the Residential Appendix, and this is confirmed by the Shop Steward, the terminated Employee's final paycheck will be withheld by the Employer until the matter is resolved to the satisfaction of the Employer and the Union.

For United Association  
Local 32

  
\_\_\_\_\_  
James P. Moss,  
Business Manager

August 1, 2002  
\_\_\_\_\_  
Date

For Mechanical Contractors  
Association of Western Washington

  
\_\_\_\_\_  
Brian D. Garvey,  
Executive Vice President

August 1, 2002  
\_\_\_\_\_  
Date



## APPENDIX II

### **REFRIGERATION\* AND MECHANICAL EQUIPMENT & PLUMBING AND PIPING SYSTEMS SERVICE AND MAINTENANCE AGREEMENT**

This Agreement is an Appendix to the Labor Management Agreement between the Mechanical Contractors Association of Western Washington and United Association Local 32 for the Jurisdiction of Local 32.

Effective October 1, 2002 to September 30, 2005

\*To Include: Industrial, commercial, residential and marine fabrications, installations, service and maintenance.

## PREAMBLE

The following represents an Appendix to the Master Labor Agreement between the Mechanical Contractors Association of Western Washington and United Association Local 32 for the jurisdiction of Local 32.

This Appendix shall incorporate all terms and conditions of the Master Agreement except as provided for herein.

1. Whereas, the Employer is a refrigeration or plumbing contractor engaged in any phase of the fabrication, installation and service of all industrial, commercial, residential and marine systems of refrigeration, plumbing or piping and;
2. Whereas, the Employer is a contractor engaged in the fabrication, installation, operation, inspection, adjusting, testing and balancing, evacuation, charging, startup, servicing, maintenance, modifications, renovation and repair of all mechanical equipment including, but not limited to, heating, ventilating and air conditioning systems, refrigeration systems, compressors, boilers, pumps, mechanical equipment and all plumbing and piping systems, controls and components of same on a regular and/or on an emergency call basis as required and;
3. Whereas, the Employer has employed, now employs and will employ Employees represented by the Union for fabrication, installation, operation, inspection, preventative maintenance, evacuation, charging, startup, servicing, renovation, modifications, cleaning, testing, balancing and repair work of these systems and expects to continue to employ Employees represented by the Union because of their skills and experience in performing this work and;
4. Whereas, the Employer has promoted the sale of services covering the fabrication, installation, operation, inspection, evacuation, charging, startup, servicing, maintenance, renovation, modifications, cleaning, testing and balancing and repairs of such systems, to a substantial degree and plans to continue such endeavor and;
5. Now, therefore, the Employer, the Mechanical Contractors Association of Western Washington and the Union, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:
6. The parties to this memorandum have completed a labor/management agreement covering the Refrigeration and Mechanical Plumbing and Piping Service and Maintenance segment of the industry with the intent to continue to revitalize the industry and to regain market share lost to non Union competition. It is recognized

that an important aspect of the long-term success of this program will be the implementation of new and expanded education and training for Local 32 members, apprentices and technicians.

7. Reflective of this fact, the parties will continue with a training program designed to promote this end. This effort will include such components as Journeyman training, expanded refrigeration curriculum, refrigeration technician training, regular performance evaluations and other such measures that will ensure this expanded focus for the future.

A cornerstone of the training program is the apprenticeship program administered by the JATC. An emphasis of the upgraded apprenticeship training effort will include the tracking of field training opportunities and experience for each apprentice and technician in the industry, in part through the use of a logbook to be kept by each participant and periodically reviewed by the Refrigeration Service Committee. This will serve as a means of monitoring the diversity of the training received by each individual in the program.

It is recognized by the parties that both the training provided by the JATC and the field experience garnered by work experience should, wherever possible, reflect the diversity of the industry, specifically addressing the three primary areas of the industry [(1) HVAC Service and Repair, (2) Industrial and Marine Refrigeration and (3) Supermarket Refrigeration]. Toward this end it may be beneficial in certain cases to utilize rotation of apprentices between various contractors to promote the range of experiences required to train a work force that can address this diversity.

The parties to this agreement agree that the JATC shall be directed to utilize the training log books, individual performance reviews and other measures to track the diversity of the training of each participant and, where necessary, shall implement selective rotation on a negotiated basis, with the Employees and contractors involved. Should the training coordinator be unable to implement such rotation on a voluntary basis, he may appeal the JATC to implement rotation if deemed appropriate to meet the training diversity objectives of the parties while protecting the legitimate business interests of the contractor.

8. All Employers signatory to this agreement agree that should the MCA and Local 32 mutually agree to re-open this Appendix and adopt amendments then all parties signatory to this agreement will be bound by these mutually agreed upon changes.

## **ARTICLE I - SCOPE OF WORK**

### **Section A: Service and Maintenance of Mechanical Equipment and Plumbing and Piping Systems**

This Appendix is designed to cover installation and service of all new or add-on Ammonia Refrigeration Systems, Cryogenic Cold Box Systems, Supermarket Refrigeration Systems, Marine Refrigeration Systems and HVAC equipment (and assembly components as they apply), including fabricating, assembly, erecting, installing and the handling, unloading, distributing, reloading, tying-on and hoisting of all piping materials, appurtenances and equipment in connection with the installation of such systems by any method, including all hangers and supports of every description.

## **ARTICLE II - DEFINITIONS**

### **Section A. Refrigeration**

#### **1. Building Trades Refrigeration/Air Conditioning Journeyman**

A Refrigeration/Air Conditioning mechanic who has been actually engaged in working at installing or servicing refrigeration and air conditioning equipment for a minimum of five (5) years and has a current City of Seattle Refrigeration Mechanic's License, a CFC Certification and HVAC/R Limited Energy Electrical License or its equivalent, and has successfully passed a qualifying examination given by the local Union refrigeration examining board.

#### **2. Service Technician/Service Man (MESS)**

A Refrigeration/Air Conditioning divisional classification who performs bargaining unit work who has not enrolled in the apprenticeship program or has successfully completed the equivalent training and competency requirements and is not a Building Trades Journeyman.

All recruited or organized mechanics will be tested to determine their level of competency and placed in the appropriate level of progression at Refrigeration Technician levels I, II or III. After a one (1) year probationary period and a minimum of two (2) years, the technician's performance and competency will be reviewed by the Refrigeration Service Committee in conjunction with the Refrigeration Training Coordinator and the Employer before being advanced to the next level of Technician or possibly even placed in the apprenticeship program. A Technician is required to remain in the Refrigeration Technician

Divisional classification for a minimum of two (2) years before entering the apprenticeship program or be eligible to turn out as a Building Trades Journeyman. Additionally, Refrigeration Technicians will be required to successfully complete at least the fifth year apprenticeship training curriculum before being eligible to turn out as a Building Trades Journeyman.

Should a Refrigeration Technician desire to advance to the next level, the technician would first have to successfully complete the necessary training and competency requirements set by the Refrigeration Service Committee and be approved by the Committee and the Employer.

NOTE: A Refrigeration Service Technician level I will not be required to hold a Seattle Refrigeration Mechanics License or a CFC Certification or HVAC/R Limited Energy Technician License or Trainee Certification; however, levels II and III are required to obtain these certifications as a prerequisite.

### **3. Apprentice**

A person who has contracted to engage in learning and assisting in the trade of installing and servicing refrigeration and air conditioning equipment under applicable apprenticeship laws and procedures.

### **4. Tradesman**

A person selected from a list of applicants for the refrigeration apprenticeship program and employed to perform unskilled work in the refrigeration and/or air conditioning industry.

### **5. Foreman**

A Foreman is a qualified building trades Refrigeration/Air Conditioning Journeyman designated by the Employer to act for and on their behalf in supervising the work of building trades journeymen, service technicians, apprentices and Tradesmen.

## **Section B: Plumbing and Pipefitting Service**

### **1. Journeyman**

Service Plumbing and Pipefitting Journeymen must be skilled craftsmen in their trade, with a minimum of five (5) years actual practical working experience. All recruited and organized mechanics will be tested to determine their level of competency and must meet all

requirements of Article IV – “Hiring Hall Registration and Dispatch Procedures” of the Master Labor/Management Agreement. They shall be allowed to perform all of the work covered under this Agreement (Wage and Fringe Rates as per the Master Agreement).

## **2. Committee**

Plumbing and Pipefitting Service Committee: A diverse group of industry volunteers specifically dedicated to the growth and increased quality of services provided by the partnership between Local 32 and MCA for the Industry. This group should evaluate information & ideas, discuss alternatives and make recommendations to the JATC, Business Agents, Training Personnel, MCA, Board of Negotiators, etc.

## **Section C: Specialized Service Training**

Employers and members agree that training and continuing education are important for the effectiveness of the industry. Employers are encouraged to sponsor craft training courses and utilize the JATC facility whenever possible. Local 32 members are encouraged to advance their level of craftsmanship and skill by voluntarily participating in JATC sponsored training.

## **ARTICLE III – WAGES, FRINGE BENEFITS AND FUND CONTRIBUTIONS**

**Effective October 1, 2002**, the contractors shall make available an additional \$1.35 to be allocated as follows: \$.30 to the Health & Welfare Trust, \$.05 to the Apprenticeship Trust and the remaining \$1.00 to be allocated by Local 32.

**Effective June 1, 2003**, the contractors shall make available an additional \$.75 to be allocated by Local 32.

**Effective January 1, 2004**, the contractors shall make available an additional \$1.00 to be allocated as follows: \$.05 to the Industry Improvement Trust Fund and the remaining \$.95 to be allocated by Local 32.

**Effective June 1, 2004**, the contractors shall make available an additional \$.95 to be allocated by Local 32.

**Effective January 1, 2005**, the contractors shall make available an additional \$1.80 to be allocated by Local 32.

**Effective June 1, 2005**, the contractors shall make available an additional \$.50 to be allocated by Local 32.

A Journeyman may elect to reduce his or her basic hourly wage rate by a maximum of twenty percent (20%) or agree to be dispatched as a Refrigeration Technician level III while training in another facet of the trade that he or she may not be experienced in (such as from HVAC to heavy refrigeration work). This shall be after mutual agreement between the Union, the Journeyman and the Contractor. This reduced wage shall be for a maximum of one year. Should layoffs for lack of employment occur in the shop; the Journeyman at the reduced rate shall be the first laid off. This provision shall be limited to one per shop.

**FOREMAN:** Foreman premium shall be paid based upon the crew size supervised per the following schedule:

- Ten percent (10%) of the Journeyman basic wage rate for crews from three (3) to twelve (12) Journeyman.
- Fifteen percent (15%) of the Journeyman basic wage rate for crews of thirteen (13) or more journeymen.
- At the Employer's discretion, a Foreman supervising less than three journeymen may be paid up to \$2.00 per hour over the Journeyman basic wage rate.

Effective October 1, 2002, the hourly wage/fringe rates shall be as follows:

**Service Remodel and Maintenance Work Rates**

<b>JOURNEYMAN</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$29.53	\$44.30	\$59.06
Vacation	3.00	3.00	3.00
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME*</b>	<b>\$33.53</b>	<b>\$48.30</b>	<b>\$63.06</b>
Health & Welfare & Dental	3.85	3.85	3.85
Washington State Pension Fund	2.35	2.35	2.35
National Pension Fund	1.50	1.50	1.50
International Training Fund	0.05	0.05	0.05
Industry Improvement Trust	0.25	0.25	0.25
JATC	0.68	0.68	0.68
Supplemental Pension	<u>2.85</u>	<u>2.85</u>	<u>2.85</u>
<b>TOTAL PACKAGE</b>	<b>\$45.06</b>	<b>\$59.83</b>	<b>\$74.59</b>

<b>FOREMAN (10% Premium)</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$32.48	\$48.72	\$64.96
Vacation	3.00	3.00	3.00
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME*</b>	<b>\$36.48</b>	<b>\$52.72</b>	<b>\$68.96</b>
Health & Welfare & Dental	3.85	3.85	3.85
Washington State Pension Fund	2.35	2.35	2.35
National Pension Fund	1.50	1.50	1.50
International Training Fund	0.05	0.05	0.05
Industry Improvement Trust	0.25	0.25	0.25
JATC	0.68	0.68	0.68
Supplemental Pension	<u>2.85</u>	<u>2.85</u>	<u>2.85</u>
<b>TOTAL PACKAGE</b>	<b>\$48.01</b>	<b>\$64.25</b>	<b>\$80.49</b>

<b>LEAD FOREMAN (15% Premium)</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$33.96	\$50.94	\$67.92
Vacation	3.00	3.00	3.00
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME*</b>	<b>\$37.96</b>	<b>\$54.94</b>	<b>\$71.92</b>
Health & Welfare & Dental	3.85	3.85	3.85
Washington State Pension Fund	2.35	2.35	2.35
National Pension Fund	1.50	1.50	1.50
International Training Fund	0.05	0.05	0.05
Industry Improvement Trust	0.25	0.25	0.25
JATC	0.68	0.68	0.68
Supplemental Pension	<u>2.85</u>	<u>2.85</u>	<u>2.85</u>
<b>TOTAL PACKAGE</b>	<b>\$49.49</b>	<b>\$66.47</b>	<b>\$83.45</b>

<b>TRADESMAN (47% of Journeyman Wage)</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$13.88	\$20.82	\$27.76
Health & Welfare & Dental	3.85	3.85	3.85
Industry Improvement Trust	<u>0.20</u>	<u>0.20</u>	<u>0.20</u>
<b>TOTAL PACKAGE</b>	<b>\$17.93</b>	<b>\$24.87</b>	<b>\$31.81</b>

**\*NOTE: Tradesmen Do Not Pay Dues Check-Off**



	LEVEL I	LEVEL II	LEVEL III
<b>REFRIGERATION TECHNICIAN</b>	<b><u>60%</u></b>	<b><u>70%</u></b>	<b><u>85%</u></b>
Basic Hourly Wage Rate	\$17.72	\$20.67	\$25.10
Vacation	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>
<b>TAXABLE INCOME*</b>	<b>\$18.47</b>	<b>\$21.42</b>	<b>\$25.85</b>
Health & Welfare & Dental	3.85	3.85	3.85
National Pension Fund	0.35	0.35	0.35
International Training Fund	0.05	0.05	0.05
Industry Improvement Trust	0.25	0.25	0.25
JATC	0.40	0.40	0.40
Supplemental Pension	<u>1.07</u>	<u>1.07</u>	<u>1.07</u>
<b>TOTAL PACKAGE</b>	<b>\$24.44</b>	<b>\$27.39</b>	<b>\$31.82</b>

**\*NOTE: Working Dues = 1.75% of Gross Taxable Income**

Effective October 1, 2002 the hourly wage/fringe rates shall be as follows:

**Construction and Installation Work Rates**

(Includes the compounding of base wage and vacation for the calculation of Overtime)

	STRAIGHT TIME	TIME & ONE-HALF	DOUBLE TIME
<b>JOURNEYMAN</b>			
Basic Hourly Wage Rate	\$29.53	\$44.30	\$59.06
Vacation	3.00	4.50	4.50
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME</b>	<b>\$33.53</b>	<b>\$49.80</b>	<b>\$64.56</b>
Health & Welfare & Dental	3.85	3.85	3.85
Washington State Pension Fund	2.35	2.35	2.35
National Pension Fund	1.50	1.50	1.50
International Training Fund	0.05	0.05	0.05
Industry Improvement Trust	0.25	0.25	0.25
JATC	0.68	0.68	0.68
Supplemental Pension	<u>2.85</u>	<u>2.85</u>	<u>2.85</u>
<b>TOTAL PACKAGE</b>	<b>\$45.06</b>	<b>\$61.33</b>	<b>\$76.09</b>

<b>FOREMAN (10% Premium)</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$32.48	\$48.72	\$64.96
Vacation	3.00	4.50	4.50
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME</b>	<b>\$36.48</b>	<b>\$54.22</b>	<b>\$70.46</b>
Health & Welfare & Dental	3.85	3.85	3.85
Washington State Pension Fund	2.35	2.35	2.35
National Pension Fund	1.50	1.50	1.50
International Training Fund	0.05	0.05	0.05
Industry Improvement Trust	0.25	0.25	0.25
JATC	0.68	0.68	0.68
Supplemental Pension	<u>2.85</u>	<u>2.85</u>	<u>2.85</u>
<b>TOTAL PACKAGE</b>	<b>\$48.01</b>	<b>\$65.75</b>	<b>\$81.99</b>

<b>LEAD FOREMAN (15% Premium)</b>	<b>STRAIGHT TIME</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
Basic Hourly Wage Rate	\$33.96	\$50.94	\$67.92
Vacation	3.00	4.50	4.50
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME</b>	<b>\$37.96</b>	<b>\$56.44</b>	<b>\$73.42</b>
Health & Welfare & Dental	3.85	3.85	3.85
Washington State Pension Fund	2.35	2.35	2.35
National Pension Fund	1.50	1.50	1.50
International Training Fund	0.05	0.05	0.05
Industry Improvement Trust	0.25	0.25	0.25
JATC	0.68	0.68	0.68
Supplemental Pension	<u>2.85</u>	<u>2.85</u>	<u>2.85</u>
<b>TOTAL PACKAGE</b>	<b>\$49.49</b>	<b>\$67.97</b>	<b>\$84.95</b>

**\*NOTE: Working Dues = 1.75% of Gross Taxable Income**

Should the Health & Welfare Trustees and/or the Apprenticeship Trustees call for an increase to the contribution rates for their respective trusts, it is agreed that these additional contributions will be allocated from the negotiated increases. Should the Trustees of the Industry Improvement Trust Fund request an increase to its contribution rate above the negotiated amount, the Employers agree to an additional contribution of new money up to a maximum of ten cents (\$.10) during the term of this agreement.

Overtime Compensation: Overtime for the Refrigeration Technician and the Tradesman shall be calculated in the same manner as that of the Journeyman with only the base wage compounding for service maintenance and remodel work (not to exceed 300 man hours), and the base wage and vacation compounding on construction work.

## ARTICLE IV - WORKING RULES

### Section A: Working Hours

1. Service work may be performed at straight time on a six (6) day operation. Employees working Saturday as a straight time day shall have Sunday and Monday off (subject to notification to the Union and with Employees agreement).
2. The Employer in agreement with the Employee, may schedule any eight (8) consecutive hours between 6:00 a.m. and 6:00 p.m. as the standard work shift.
3. Irregular shifts or start times beyond those covered above shall be established based upon the provisions allowed under various sections of the Master Agreement.
4. The Employee in agreement with the Employer, may voluntarily agree to work regular shifts with overtime pay only being required after ten (10) hours in the shift or after forty (40) hours in the week (Saturday, Sunday and Holidays excluded).

***Intent: To have the ability to also finish a service job at the end of the day when that job takes less than two (2) hours of work at the end of a regular work shift. This is to allow an Employee to make up lost hours due to personal reasons or Holidays. It is agreed that any abuse of procedures governing Article IV, Section A (4) above, shall be subject to the grievance procedure and part of the penalty for violation will be the inability of that shop to use Section A (4) for a period of up to six (6) months.***

### Section B: Facilities Services

1. Facility Management Services – For work in customers’ facilities that require twenty four (24) hours per day, seven (7) days per week facility management services, a signatory contractor may employ Local 32 members on a “salary” basis with fringe benefits contributed on a forty (40) hour per week basis provided there is mutual agreement with Local 32 concerning worker classifications, compensation rates of pay and hours of work.
2. Building Engineer, Facility Coordinator, Building Services Engineer (BSE) – Where opportunities exist to provide overall Facility Maintenance Services, a separate mutual agreement can be made with U.A. Local 32 concerning worker classifications, compensation rates of pay and hours of work.

### Section C: Stand By Pay (On Call Pay)

For regularly established service shops offering seven days per week,

twenty-four hours per day service, no "On-Call" or "Stand By" pay shall be required provided each of the following provisions are met:

1. Individual Employees shall not be required to participate in an on-call rotation in excess of one week per month.
2. The participation in on-call rotations shall be voluntary and refusal to participate shall not be cause for dismissal.
3. Should the contractor not be able to satisfy these two requirements, the terms for on-call time will be agreed to by the Employer and the Employee and approved by Local 32.

**Section D: Overtime**

1. Service overtime: Time and one-half (1 1/2) the basic hourly wage rate shall be paid for service work before and after the regularly established hours of work (except as provided herein). The rate of pay for Holidays shall be double the basic hourly wage rate except for the Friday following Thanksgiving, which shall be paid at time and one-half (1 1/2) the basic hourly wage rate. Service work performed on an overtime basis shall be paid on actual hours worked with a call out minimum of one hours pay. The emergency work provisions of the Master Agreement shall not apply to service overtime.
2. Construction overtime: For construction work performed under this Appendix, overtime shall be as outlined in the Master Agreement except that only base wage and vacation shall be compounded when calculating overtime compensation.

**Section E: Apprentices**

Refrigeration Apprentices shall receive the basic wage rate percentage progression and fringe benefits as detailed below:

	<u>1st</u> <u>year</u>	<u>2nd</u> <u>year</u>	<u>3rd</u> <u>year</u>	<u>4th</u> <u>year</u>	<u>5th</u> <u>year</u>
Base	50%	55%	60%	70%	85%
Vacation	100%	100%	100%	100%	100%
Assessment	50%	55%	60%	70%	85%
H&W	100%	100%	100%	100%	100%
JATC	100%	100%	100%	100%	100%
Supp.Pension	0%	55%	60%	70%	85%
St. Pension	0%	55%	60%	70%	85%
Nat. Pension	0%	55%	60%	70%	85%
Ind. Improv.	100%	100%	100%	100%	100%

## **Section F: Service Technician/Service Man (MESS)**

Work Scope: Service Technicians performing work covered by this Appendix may not exceed employment by a ratio of one Service Technician out of five Employees (20%) on a shop wide basis. Employers who traditionally hire less than four journeymen may request special consideration to hire one Service Technician. Additionally, Service Technicians working on projects targeted for Work Recovery may be hired at a ratio of more than 20% only by agreement of the Business Manager and the Refrigeration Service Committee. Service Technicians performing residential work may be hired without regard to journeymen ratios.

## **WAGE RATES**

**Technician level I, II and III base wage increases for the duration of this contract shall be based on 60%, 70% and 85% respectively of the journeymen base wage.**

**Should the Health, Welfare and Dental contribution rate change during the course of this Agreement, then the Employers agree to pay this revised amount on behalf of the Refrigeration Technician and Tradesman.**

See Article III for complete wage/fringe package.

## **Section G: Tradesman**

1. It is agreed that any abuse of the following rules and procedures governing the tradesman shall be subject to the grievance procedure and that the penalty for violation may be removal of the tradesman classification from the shop for a period of up to six (6) months.
2. All Tradesmen required will be dispatched from the JATC and will come from a list of applicants for the refrigeration apprenticeship program. All Tradesmen must work under the supervision of a Journeyman who is a member of the United Association.
3. Tradesman will not be allowed to:  
Use gauges or add refrigerant to a system, connect, disconnect or cut into refrigeration systems.  
Tradesman may use a voltmeter for simple diagnostic (on-off) testing as a safety precaution.
4. **Tradesman Work Scope:**
  - Filter changing and belt maintenance and changing.
  - Cleaning machine rooms and air plenums.

- Deliver and pick-up service parts and job materials.
  - Cleaning condensers and evaporators and HVAC units.
  - Operate lift trucks (with proper training).
  - Crating, uncrating, shipping and receiving.
  - Deliver and set cases and assist with assembly.
  - Concrete grouting and breaking.
  - General pick-up cleanup activity.
  - Clean parts and scrape gaskets on compressors.
  - Help with heavy lifts and compressors.
  - Service and maintenance of all residential equipment.
  - Cleaning and maintenance of cooling towers.
  - Condenser and evaporator tube brushing.
  - Water treatment systems maintenance.
  - Operate stationary shop equipment i.e. drill press, iron-worker and shop bender etc.
  - In an area where non-Union competition is proven to exist, the assignment of Tradesmen duties may be adjusted to address that particular situation by the Business Manager.
5. The wage and fringe package for the tradesman shall be as indicated in Article III of this Appendix. The base wage for the Tradesmen shall be maintained by the contractor at 47% of the journeymen base wage rate.

**Section H: Vacations**

All Employees working under this Appendix shall be granted up to three (3) weeks vacation per year. Vacations shall be taken at a time and duration agreeable between the Employer and the Employee.

**Section I: Travel**

Employees traveling to and from the jobsite before or after the shift shall be reimbursed in the following manner: In an Employer vehicle, the Employee shall be paid a travel allowance of \$.14 per mile for all miles traveled beyond the 50 mile free zone from where the vehicle is garaged overnight. In an Employee's vehicle the rate of \$.37 per mile shall be paid for all miles traveled beyond the Employers 15 mile free zone.

**Section J: Per Diem**

All Employees sent by the Employer outside the free zone of Local 32 to perform work and required to stay away from home overnight, shall be compensated with a per diem rate of \$65.00 per day plus mileage for travel before and after working hours.

## **ARTICLE V - HIRING HALL**

All terms and conditions regarding the Hiring Hall and its operation shall be as detailed in the Master Agreement except as follows:

All Employers utilizing the Hiring Hall shall have the right to call to work from the refrigeration "A" List any person covered by this Appendix, however, for each person called for work in this manner, the Employer's next request for that craft must be filled from the first available qualified person on the refrigeration "A" List.

"E" List applicants may be dispatched at eighty (80) percent of the Basic Journeyman Building Trades rate until the Journeyman's exam is passed.

## **ARTICLE VI - TERM OF AGREEMENT AND NO STRIKE CLAUSE**

Due to the nature of the service and refrigeration business and to the sensitivity of our mutual clients to work stoppages of any description, the following is agreed to:

This Appendix shall be effective from October 1, 2002, through September 30, 2005. There shall be no strikes or lockouts allowed under this Appendix. In the event of a failure to ratify the terms and conditions of a successor Appendix by September 30th, 2005, then the matter shall be presented for determination to the Industrial Relations Council of the Plumbing and Pipefitting Industry (or suitable successor organization) for settlement. Pending decisions of the Council, the Employees shall continue to remain in full force and effect. The findings of this Council shall be fully binding on both parties.


## **ARTICLE VII - FREEDOM OF MOVEMENT**

Contractors signatory to this Appendix shall have available to them the current four (4) man refrigeration and service freedom of movement agreement between participating local Unions in the region, stipulating the terms and conditions of free travel of crews from area to area for the duration of this agreement. The contractor must first individually sign said Freedom of Movement Agreement to gain the right to implement its terms.

**ARTICLE VIII - RATIFICATION AND  
EXECUTION OF APPENDIX**

Executed and ratified by Local 32 and the Mechanical Contractors Association of Western Washington at Seattle, Washington, this first day of October 2002, as the Labor/Management Agreement Appendix for Refrigeration and Mechanical Equipment and Systems Service and Maintenance Industry, for the jurisdiction of United Association Local 32.


For United Association  
Local 32

  
\_\_\_\_\_  
James P. Moss,  
Business Manager

October 1, 2002

\_\_\_\_\_  
Date

For Mechanical Contractors  
Association of Western Washington

  
\_\_\_\_\_  
Brian D. Garvey,  
Exec. Vice President

October 1, 2002

\_\_\_\_\_  
Date



## APPENDIX III - EASTERN WASHINGTON AGREEMENT

This is an Appendix to the Master Labor Agreement between the Mechanical Contractors Association of Western Washington and United Association Local 32 and shall only apply to Plumbing and Pipefitting work performed within the Eastern Washington jurisdiction of Local 32 which includes all of Chelan County and those parts of Kittitas, Douglas and Okanogan Counties defined in Article 1 Section 3 of the Master Agreement.

This Appendix shall incorporate all terms and conditions of the Master Labor Agreement except as provided for herein.

Effective August 1st, 2002, the hourly wage/fringe rates shall be as follows:

<b>JOURNEYMAN</b>	<b>STRAIGHT <u>TIME</u></b>	<b>TIME &amp; <u>ONE-HALF</u></b>	<b>DOUBLE <u>TIME</u></b>
Basic Hourly Wage Rate	\$21.63	\$32.45	\$43.26
Vacation	3.50	5.25	5.25
Assessment Check-off	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>TAXABLE INCOME*</b>	<b>\$26.13</b>	<b>\$38.70</b>	<b>\$49.51</b>
Health & Welfare & Dental	3.85	3.85	3.85
Washington State Pension Fund	2.00	2.00	2.00
National Pension Fund	1.40	1.40	1.40
Industry Improvement Trust	.18	.18	.18
MCAWW Dues	.02	.02	.02
JATC	.48	.48	.48
Supplemental Pension	<u>2.50</u>	<u>2.50</u>	<u>2.50</u>
<b>TOTAL PACKAGE</b>	<b>\$36.56</b>	<b>\$49.13</b>	<b>\$59.94</b>

<b>HELPERS (50% of Journeyman Wage)</b>	<b>STRAIGHT <u>TIME</u></b>	<b>TIME &amp; <u>ONE-HALF</u></b>	<b>DOUBLE <u>TIME</u></b>
Basic Hourly Wage Rate	\$10.82	\$16.23	\$21.64
Health & Welfare & Dental	3.85	3.85	3.85
Industry Improvement Trust	<u>.18</u>	<u>.18</u>	<u>.18</u>
<b>TOTAL PACKAGE</b>	<b>\$14.85</b>	<b>\$20.26</b>	<b>\$25.67</b>

**\*NOTE: Working Dues = 1.75% of Gross Taxable Income**

- There will also be a wage opener on May 31st, 2003 and again on May 31st, 2004. This providing thirty (30) days written notice is given.
- The Agreement will expire on July 31st, 2005.

## TRAVEL AND PER DIEM

There shall be a free travel zone of a fifteen (15) mile radius from the center of Wenatchee which is Palouse Street and North Wenatchee Avenue.

When the Employer provides the Employee with transportation the Employer free zone shall be (40) forty miles. These free zones may be used by all Employers working within the jurisdiction of Local 32.

Employees traveling to and from a job site beyond the Employers free zone shall be paid a travel allowance in the amount of \$.32 per mile when the Employee provides his own transportation. When the Employer provides transportation, the Employee shall be paid at the rate of \$.14 per mile.

Per Diem pay shall be \$35.00 per day worked. Whenever a project has to be manned from outside the area at 50% or more, the per diem rate shall be the same as in the Master Labor Agreement.

## HIRING HALL CLASSIFICATION

Any applicant for work shall be placed on either the "A", "B", "C", "D" or "E" Lists for the appropriate crafts as defined in the Master Agreement.

## HIRING HALL DISPATCH PROCEDURES

The following dispatch procedures shall apply for job applicants from the Eastern Washington area:

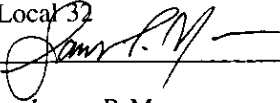
**Section 1.** All Employers utilizing the Hiring Hall have the right to call to work from the "A" List any person covered by this agreement; however, for each person called for work in this manner, the Employer's next two (2) requests for that craft must be filled from the first available qualified person on the "A" List.

**Section 2.** All Employers utilizing the Hiring Hall have the right to call to work from the "A" List any person who may have been employed by that Employer in any area covered by this agreement within the past one year.

**Section 3.** The Employer may select one applicant per craft for necessary supervision for a specific project by name among the applicants registered on the "A" List. When an applicant is referred as a

Supervisor, the applicant shall maintain supervisory pay status for the duration of said project. When the project is completed and the applicant is no longer needed, the applicant shall receive a reduction of force and be returned to the Hiring Hall. An applicant's time worked under this dispatch shall not be considered as time employed for rehire purposes.

For United Association  
Local 32

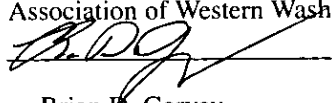


James P. Moss,  
Business Manager

August 1, 2002

Date

For Mechanical Contractors  
Association of Western Washington



Brian D. Garvey,  
Executive Vice President

08/01/02

Date

**NEW EMPLOYEE  
INFORMATION  
PACKET**

# EMPLOYEE INFORMATION

(This sheet is for information purposes only and has no bearing on your employment)

## Please Print

\_\_\_\_\_  
Name (Last, First, Middle)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Home Address (Street & Unit #)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Home Address (City, State, Zip)

\_\_\_\_\_  
Social Security Number

Race:

Caucasian \_\_\_\_\_

Black \_\_\_\_\_

Hispanic \_\_\_\_\_

Asian \_\_\_\_\_

American Indian \_\_\_\_\_

Class:

Foreman/Journeyman/Apprentice (\_\_\_\_%)

U.S. Citizen? Yes\_\_\_\_ No\_\_\_\_

If no, what country? \_\_\_\_\_

Vietnam Veteran? Yes\_\_\_\_ No\_\_\_\_

First Aid Card? Yes\_\_\_\_ No\_\_\_\_

Sex: Male\_\_\_\_ Female\_\_\_\_

Driver's License # \_\_\_\_\_

Driver's License \_\_\_\_\_

Expiration Date \_\_\_\_\_

If yes, expiration date: \_\_\_\_\_

Do you have any physical concerns that may affect your safety or the safety of your coworkers? Yes\_\_\_\_ No\_\_\_\_

If yes, please explain:

\_\_\_\_\_

\_\_\_\_\_

Have you ever had a serious injury, either work related or non-work related?

Yes\_\_\_\_ No\_\_\_\_

If yes, please explain:

\_\_\_\_\_

\_\_\_\_\_

## IN CASE OF EMERGENCY, PLEASE NOTIFY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Work Phone Number

## ALTERNATE EMERGENCY CONTACT:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Work Phone Number

## **SAFETY AND WORK RULES**

**FAILURE TO ABIDE BY THESE SAFETY RULES WILL RESULT IN DISCIPLINARY ACTION AND CAN BE CAUSE FOR DISCHARGE. THESE RULES APPLY TO THE JOBSITE, ADJACENT OWNER' PROPERTY AND PARKING AREAS**

1. Report all unsafe conditions to your Supervisor.
2. Promptly report injuries and accidents to your Supervisor. An injury or accident report must be made on the day it occurs.
3. Hard hats, proper eye protection and work shoes or boots must be worn at all times on this project. Work gloves must be on your person at all times.
4. All Employees will attend regularly scheduled Toolbox Safety Meetings.
5. Never operate any machines unless all guards and safety devices are in place and in proper operating condition. Do not remove guards from grinders.
6. Keep all tools in safe working condition. Never use defective tools or equipment.
7. Be alert and keep out from under overhead loads.
8. Do not operate machinery if you are not an authorized operator.
9. While lifting material, keep back straight, bend knees and lift with the legs. Do not lift while reaching or from an extended position. If the load is too heavy, get help.
10. Do not leave materials in aisles, walkways, stairways or roads. Practice good housekeeping at all times. This includes disposal of lunch bags, bottles and personal garbage.
11. Riding materials, hoists or other moving equipment is prohibited except on seats provided.
12. While operating a vehicle, all laws and regulations governing its use will be followed, including using seat belts.
13. Ladders will be used only for the purpose for which they are

- designed. Do not use if there are broken, split or missing rungs or rails. All ladders are to be placed on a substantial base and will extend at least three (3) feet above the landing platform and be tied off.
14. Gasoline will be stored and transported in authorized cans only. Engines must be shut off when refueling, and no smoking will be allowed anywhere near flammable liquids.
  15. Compressed gas cylinders will be secured in an upright position.
  16. A fire extinguisher will be close at hand and visible at all times while any hot torch is being used.
  17. Excavation and trenching operations will be properly sloped and/or shored.
  18. No one will be allowed on the jobsite while under the influence of alcohol or narcotics, or while in possession of such.
  19. All posted Safety rules will be obeyed, including any NO SMOKING signs, and all Federal, State and local safety regulations will be complied with.
  20. If you discover a suspect substance that may be asbestos, STOP and notify your Supervisor.
  21. Fighting, creating a disturbance or horseplay are not permitted on the jobsite.
  22. Carelessness and destruction to the property of others will not be tolerated.
  23. Sexual harassment will not be tolerated.
  24. Discrimination against disabled persons who meet the skill, education, experience and other job related requirements for a particular position and who, with or without reasonable accommodation, can perform the essential functions of the job, is prohibited.
  25. We are an equal opportunity Employer who is committed to a policy of recruiting and employing the best qualified individuals without regard to race, color, creed, national origin, sex, age, religion, marital status, handicap or sexual orientation. We expressly assure all Employees and applicants for employment of our con-

tinuous commitment to equal opportunity and fair employment practices.

26. It is the responsibility of the immediate site Supervisor or his/her designee to whom the Employee is to be assigned to conduct further, more specific orientation prior to actual onsite work.
27. Violation of the Safety and Work Rules, State, Federal and local regulations and Company policies will be addressed in the following manner:

**FIRST VIOLATION:** – Employee will be given written Notice of Violation, with a copy to the Company Safety Director. The site Supervisor will thoroughly explain the infraction to the Employee in the presence of the Job Steward, and again assist the Employee in any way possible to prevent recurrence.

**SECOND VIOLATION:** – Employee will be given written Notice of Violation, with a copy to the Company Safety Director. The site Supervisor will thoroughly explain the infraction to the Employee in the presence of the Job Steward, and again assist the Employee in any way possible to prevent recurrence.

**THIRD VIOLATION:** – Will result in termination of employment, with a copy going to the Company Safety Director and appropriate Union personnel.

**NOTE:** Management reserves the right to terminate employment after the first or second violation for deliberate unsafe acts endangering himself/herself or co-workers.

I acknowledge that I have truthfully filled in all information requested and agree to follow all Company rules and regulations.

---

Signature

Date



# PROJECT SPECIFIC INFORMATION SHEET

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Start Time: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Job Steward: \_\_\_\_\_

Occupied Space:  Yes  No

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Radio's: \_\_\_\_\_ Noise: \_\_\_\_\_

Restroom Locations: \_\_\_\_\_

\_\_\_\_\_

Parking Requirements: \_\_\_\_\_

\_\_\_\_\_

Drug Testing Procedures: \_\_\_\_\_

\_\_\_\_\_

Special Clothing Requirements: \_\_\_\_\_

\_\_\_\_\_

Emergency Plan: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Safety Meeting Requirements: \_\_\_\_\_

\_\_\_\_\_

Other Project Requirements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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