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ARTICLE 1: PARTIES TO AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2005 by and between PLUMBERS AND STEAMFITTERS, LOCAL UNION 598, hereinafter referred to as "Local 598," and _____, hereinafter referred to as "Employer." This Agreement applies to plumbing and pipefitting work performed within Local 598's territorial jurisdiction as determined by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, ("International").

ARTICLE 2: LOCAL 598'S TERRITORIAL JURISDICTION

WASHINGTON COUNTIES

Douglas - Eastern half
Okanogan - Eastern half
Ferry - Western portion
Lincoln - Western portion
Asotin - All (excluding
Clarkston city limits)
Kittitas - except Northern tip
Walla Walla - All
Whitman - Southwest portion

Grant - All
Adams - All
Benton - All
Yakima - All
Garfield - All
Franklin - All
Klickitat - All
Columbia - All

OREGON COUNTIES

Grant - All
Union - All
Morrow - All
Wallowa - All
Umatilla - All

ARTICLE 3: RECOGNITION

The Employer, having received a demand for recognition by the Union as the majority representative of its employees covered by the Agreement, acknowledges and affirms that the Union is the sole and exclusive 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 showing of proof, or offer to show proof, of its majority support.

ARTICLE 4: DEFINITION

- 4.1 **WORK COVERED:** The term "plumbing and pipefitting work" includes: a) work defined in the International Constitution as within the craft jurisdiction of the International; b) work awarded to the International by agreements of record or decisions of the National Joint Board for the Settlement of Jurisdictional Disputes; and, c) work recognized by local area practice as being work within the craft jurisdiction of Local 598.

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- 4.2 **BARGAINING UNIT**: The Union and the Employer agree they intend to form and do hereby establish a single multi-employer collective bargaining unit consisting of all Employers signatory to this Agreement. The Employer shall be free to designate its own independent representative for purposes of contract administration and negotiation.

ARTICLE 5: MANAGEMENT'S RIGHTS

- 5.1 **CONTROL AND SUPERVISION**: Except as otherwise provided by this Agreement, the Employer shall have the exclusive right to manage his business, to control and supervise all operations and direct all working forces, including but not limited to, the right to hire, terminate, promote, transfer or schedule workers, to control and regulate the use of all equipment, materials, tools and other property of the Employer and to maintain efficiency among Workers.
- 5.2 **WORKING EMPLOYER**: The Employer (one only) may work with the tools, providing at least one (1) journeyman is employed and providing he/she discontinues working with the tools when the third (3rd) journeyman is hired, and the provisions of Section 17.2 shall immediately be in effect. In addition, it is understood and agreed the working Employer will comply with all working rules contained in this Agreement, and the overtime provisions of this Agreement shall be the work of the employed journeyman.

ARTICLE 6: UNION SECURITY

- 6.1 **MEMBERSHIP REQUIRED**: The Employer shall require all Employees engaged in plumbing and pipefitting work who are members of Local 598 on the date of execution of this Agreement to maintain such membership as a condition of employment. The Employer shall require all other Employees, either presently on the payroll or future new hires, who are engaged in plumbing and pipefitting work to acquire and maintain membership in Local 598 as a condition of employment on and after the eighth (8th) day following the commencement of their employment or the date of execution of this Agreement, whichever is later.
- 6.2 **MEMBERSHIP DEFINED**: Membership in Local 598 for the purposes of this Article shall mean: a) Tendering to Local Union 598 its initiation fee under nondiscriminatory conditions established by Local 598; b) tendering to Local 598 on or before the twentieth (20th) day of each month, the monthly dues established by Local Union 598; and, c) tendering to Local 598 on or before the twentieth (20th) day of each month the working dues (based on the previous month's employment) established by Local 598.
- 6.3 **DUES CHECK-OFF**: Employer agrees to check off from wages earned working dues

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of three percent (3%) and two and one quarter percent (2.25%) for organizing and the Industry Advancement Program (IAP) from the basic hourly wage rate, vacation and overtime, as a condition of employment under this Agreement and to remit such dues to the Trust Fund Administrator. The Employer's obligation under this Section is contingent upon receipt of a written authorization providing for such deduction. Monies due to Local 598 are held in constructive trust and the provisions of Article 9 shall be applicable to the collection of such funds.

- 6.4** **TERMINATION**: The Employer shall terminate any Worker who is not a member of Local 598 as required by this Article within forty-eight (48) hours after receiving written notice from Local 598.

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.1** **ALL DISPUTES COVERED**: If a dispute between Local 598 and the Employer cannot be resolved by the Employer and the Union within twenty (20) days from the date the dispute arises, it shall be submitted to final and binding arbitration upon the request of either party. The arbitrator will be selected by alternatively striking from a Federal Mediation and Conciliation list of seven (7) northwest area arbitrators. If either party refuses to participate in the selection process, such party shall forfeit its claim or defense.
- 7.2** **NO STRIKE**: There shall be no strikes by Local 598 during the term of this Agreement except for unsafe working conditions as set forth in Article 15 and failure to pay wages or trust contributions as set forth in Articles 9 and 10. Before taking strike action, Local 598 shall be required to give seventy-two (72) hours notice to the Employer. If strike action is taken after such notice, the Employer shall be liable for lost wages and benefits.

ARTICLE 8: PROTECTION OF RIGHTS

- 8.1** **PICKET LINE**: It shall not be a violation of this Agreement or cause for termination, discipline, or permanent replacement for a Worker to refuse to cross or work behind a primary picket line, including but not limited to, a primary picket line at the premises of the Employer or job site at which the Employer is engaged in work. It is not a violation of this Agreement if Local 598 advises Workers to respect or refuse to work behind a primary picket line involving UA-covered work.
- 8.2** **SUBCONTRACTING**: The Employer shall not subcontract or otherwise transfer, in whole or in part, any job site bargaining unit work to any person, firm, corporation or

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other business entity ("subcontractor") unless the subcontractor is party to a collective bargaining agreement with Local 598. "Job site" refers to the construction, alteration, or repair of a building, structure or other work.

- 8.3 JOB-SITE WORK:** It is the intent of the Employer and Local 598 to protect all job-site work which has been traditionally performed by the bargaining unit or which is fairly claimable as bargaining unit work. Accordingly, all plumbing and pipefitting work customarily performed on the job site shall continue to be performed on the job site or at any location designated by the Employer so long as it is within the geographic territory of Local 598, and meets all other applicable conditions of this Agreement. Such work includes, but is not limited to, the fabrication of piping systems two inches (2") in diameter or less and all related components.
- 8.4 OFF-SITE WORK:** Work to be performed off site must be performed by Workers employed at a wage scale (including fringe benefit contributions) equivalent to those set forth in this Agreement.
- 8.5 CATALOG ITEMS:** Catalog items such as clamps, U-bolts, hangers, supports or similar items may be purchased from any source at the option of the Employer. Installation of such items shall be covered by the terms of this Agreement. Catalog items are not to be construed to be items made to a specific set of specifications or drawings for a single job.
- 8.6 PROTECTING BARGAINING UNIT WORK:**
- 8.6.1** The Local 598 Business Manager, in order to protect and recover bargaining unit work, shall have the authority to modify this Agreement on a single-job basis; provided, however, there shall be no unlawful discrimination in the exercise of this prerogative.
- 8.6.2** On public works projects where the published prevailing wage is Two Dollars (\$2.00) or more an hour lower than the rates required by this Agreement, the Employer may pay the published prevailing wage rate plus Two Dollars (\$2.00) per hour. Full fringes, with the exception of Supplemental Pension, will be paid in all instances. This provision shall not apply on jobs where the mechanical portion of the job exceeds Fifteen Million Dollars (\$15,000,000.00) nor on jobs covered by a Local or National Project Labor Agreement.
- 8.6.3** For purposes of filling an impromptu request for manpower with site-specific training, the contractor is allowed to recall its workers to a specific site if the worker has those qualifications and has worked for that contractor at that site within the two previous weeks. This recall is to allow contractors to capture

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additional work and meet qualification needs. Such calls will be filled off the hiring hall in the appropriate rotational basis. The application of this provision is subject to the approval of the Business Manager.

- 8.7 **JOB ACCESS:** Local 598 representatives shall have access to all places where Workers covered by this Agreement are employed. Such representatives shall notify the Employer's representative of their appearance upon the job site.
- 8.8 **PRE-JOB:** A pre-job conference will be held for any job where the Union or the Employer deems it necessary, if the Employer will be hiring more than one craft or if a contractor anticipates using the Service and Maintenance wage scale as listed herein.
- 8.9 **EVASION PROHIBITED:** The Employer shall not directly or indirectly perform, undertake, accomplish or attempt directly or indirectly to perform, undertake or accomplish any plumbing and pipefitting work except in complete compliance with all terms and provisions of this Agreement. The term "Employer" includes any person acting directly or indirectly as an agent for an Employer.

ARTICLE 9: FRINGE BENEFIT FUNDS

- 9.1 **FUNDS IDENTIFIED:** The following funds and plans are recognized by this Agreement:
- Plumbers and Pipefitters National Pension Fund (National Pension)
 - Washington State Plumbing and Pipefitting Industry Pension Fund (State Pension)
 - Local 598 Supplemental Pension Plan (Supplemental Pension)
 - Local Union 598 Plumbers and Pipefitters Industry Health and Welfare Fund (Health and Welfare)
 - International Training Fund/Eastern Washington - Northern Oregon Area Plumbers, Steamfitters and Refrigeration Fitters Apprenticeship Trust (ITF/JATC)
 - Labor/Management Cooperation Committee Trust Fund (LMCCT)
 - Industry Advancement Program (IAP)
 - Local 598 Plumbers and Pipefitters Industry Vacation Trust (Vacation)
 - Political Education Committee (PEC)

The trust funds and plans are hereinafter referred to as the "Fund" or "Funds."

- 9.2 **TRUST/TRUSTEES ACCEPTED:** Local 598 and the Employer agree to be bound by all of the terms and conditions of the trust agreements creating the various Funds and all lawful amendments thereto and do further agree to accept as their representatives, the Union Trustees and the Employer Trustees who constitute the

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Board of Trustees created by such trust agreements and their lawful successors. The collection of all contributions, reporting procedures and auditing shall be in accordance with the terms of this Agreement, the terms of the applicable trust agreements and any lawful rules and regulations of the Trustees of such Funds. In the event of conflict, this Agreement will prevail.

- 9.3** **AUDITS:** The right of the Trustees of the Funds and Local 598 to conduct audits of the Employer's records pertaining to wages, vacation pay, travel pay, dues check-off and Fund payments is recognized and agreed to by the Employer. If an audit conducted pursuant to the terms of this Agreement reveals the Employer has underpaid wages, vacation, travel pay, dues check-off or Fund contributions in any period audited, the Employer shall be required to pay the entire cost of the audit. It shall be the Employer's responsibility to obtain appropriate forms for reporting Fund payments.
- 9.4** **PAYMENTS DUE:** All contributions shall be postmarked no later than the fifteenth (15th) day of the month following the month in which contributions were earned. The Trustees shall be authorized to initiate collection action in their own name or in the name of the respective Fund against any Employer who is delinquent after the twentieth (20th) day of the month following the month in which the contributions were earned. A constructive trust shall exist in favor of the Funds and Local 598 with respect to monies due but not transmitted. Fund payments shall be made on all compensable hours.
- 9.5** **INTEREST, DAMAGES, FEES AND VENUE:** In the event of suit, the Fund and/or Local 598 shall be entitled to recover, in addition to the principle sum due, an amount equal to the greater of interest computed at twelve percent (12%) per annum or liquidated damages in an amount not in excess of twenty percent (20%) of the principal amount due. Such sums are due on and after the date of delinquency. In addition, Local 598 and/or the Fund or prevailing party shall be entitled to recover reasonable attorney's fees and actual cost incurred in litigation. Venue for any suit brought by Local 598 and/or the Funds to enforce the payment of any monies owed by an Employer, to compel the filing of remittance report forms or to compel a payroll examination, may be maintained in a court of competent jurisdiction (federal or state) in Multnomah County, Oregon, or King County, Washington.

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ARTICLE 10: WAGES AND FRINGE BENEFITS

10.1 JOURNEYMAN: A journeyman shall receive the following wages and fringe benefits:

	<u>Effective</u> <u>6/1/05</u>	<u>Effective</u> <u>1/1/06</u>	<u>Effective</u> <u>6/1/2006</u>	<u>Effective</u> <u>6/1/2007</u>
Wage on the Check:	\$29.07	\$29.07	\$29.69	* Plus \$2.59
Vacation:	3.50	3.50	\$4.00	
BASIC HOURLY WAGE:	\$32.57	\$32.57	\$33.69	
Swing Wage on the Check:	\$32.33	\$32.33	\$33.06	
Vacation:	3.50	3.50	\$4.00	
BASIC HOURLY WAGE:	\$35.83	\$35.83	\$37.06	
Grave Wage on the Check:	\$33.96	\$33.96	\$34.74	
Vacation:	3.50	3.50	\$4.00	
BASIC HOURLY WAGE:	\$37.46	\$37.46	\$38.74	
Health & Welfare:	\$7.05	\$7.05	\$7.85	
National Pension:	2.80	3.50	\$3.50	
State Pension:	2.25	2.25	\$2.50	
Supplemental Pension:	3.55	2.85	\$3.15	
ITF/JATC:	0.96	0.96	\$0.96	
LMCCT:	0.30	0.30	\$0.30	
TOTAL FRINGES:	\$16.91	\$16.91	\$18.26	
TOTAL PACKAGE DAYS:	\$49.48	\$49.48	\$51.95	
TOTAL PACKAGE SWING:	\$52.74	\$52.74	\$55.32	
TOTAL PACKAGE GRAVE:	\$54.37	\$54.37	\$57.00	

* To be distributed as determined by the Union

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10.2 APPRENTICES: Apprentices will be paid a percentage of journeyman rate and receive fringe benefits as follows:

<u>Apprentice Time</u>	<u>Percentages</u>	<u>National Pension</u>	<u>Vacation & All Other Fringes</u>
First Six Months	45%	45%	100%
Second Six Months	50%	50%	100%
Third Six Months	55%	55%	100%
Fourth Six Months	60%	60%	100%
Fifth Six Months	65%	65%	100%
Sixth Six Months	70%	70%	100%
Seventh Six Months	75%	75%	100%
Eighth Six Months	80%	80%	100%
Ninth Six Months	85%	85%	100%
Tenth Six Months	85%	85%	100%

10.3 HELPERS: Helpers will be paid in accordance with the following schedule:

Wage on the Check:	\$13.36
Health and Welfare:	7.85
TOTAL PACKAGE:	\$21.21

* Wage on check figured at 45% of Journeyman hourly wage on the check.

10.4 SUPERVISION

10.4.1 JOB SITES WITH EIGHT (8) OR FEWER WORKERS: On job sites with eight (8) or fewer Workers, the Employer shall pay no less than ten percent (10%) per hour above the basic journeyman rate for Workers classified as foremen; twenty-five percent (25%) per hour above the basic journeyman rate for Workers classified as general foremen; and thirty-five percent (35%) per hour above the basic journeyman rate for Workers classified as piping superintendents. Foremen, general foremen and superintendents dispatched by Local 598 shall receive full fringes.

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- 10.4.2** **JOB SITES WITH MORE THAN EIGHT (8) WORKERS:** On job sites with more than eight (8) Workers, the Employer shall pay no less than fifteen percent (15%) per hour above the basic journeyman wage rate for Workers classified as foremen; twenty-five percent (25%) per hour above the basic journeyman rate for Workers classified as general foremen; and thirty percent (35%) per hour above the basic journeyman rate for Workers classified as piping superintendents. Foremen, general foremen and superintendents dispatched by Local 598 shall receive full fringes.
- 10.5** **HIGH/MASK PAY:** High/Mask pay is One Dollar (\$1.00) above the basic hourly wage rate. High/Mask pay shall be in one (1) hour minimum increments. High pay is due when a Worker is required to work on a ladder, scaffolding, or similar work environment subjecting the Worker to a direct fall of thirty-five feet (35') or more.
- 10.6** **HOT TIE-INS:** Any Worker directed to work on an in-service piping system or equipment making tie-ins shall be paid at the designated rate of pay of foreman for the **hours worked in one-hour increments**. The regular foreman shall receive the rate of general foreman for the **hours worked in one-hour increments**. Any hazardous condition of this type shall be reported immediately by the steward to the business office.
- 10.7** **JURY PAY:** The Employer agrees to reimburse Workers for lost time wages while serving on jury duty, provided the Worker submits proof to the Employer of such lost time. Jury duty pay liability shall not be applicable to an Employer whose payroll is less than fifteen (15) Workers per job site. Compensation received for serving on the jury shall be deducted from the sum due the Worker.
- 10.8** **VACATION PAY:** Vacation pay shall be included in the basic wage rate for computation of overtime, shift differential, working dues and supervision.
- 10.9** **TRAVEL/SUBSISTENCE:**
- 10.9.1** **ZONES:** Recognized dispatch points are:
- 10.9.1.1** **Zone 1:** Local 598 business office for Franklin, Benton, Walla Walla, Columbia, Garfield, Whitman and Asotin Counties.
- 10.9.1.2** **Zone 2:** Yakima, Washington, post office building for

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Yakima, Klickitat and Kittitas Counties.

10.9.1.3 **Zone 3:** Moses Lake, Washington, post office building for Grant, Adams, Douglas, Okanogan, Lincoln and Ferry Counties.

10.9.1.4 **Zone 4:** Pendleton, Oregon, post office building for Umatilla, Morrow, Wallowa, Union and Grant Counties

10.9.1.5 **Shop Dispatch Point:** When an Employer's shop is permanently established within the jurisdiction of this Agreement and located in excess of thirty (30) miles from a recognized dispatch point, that shop may be used as a dispatch point.

10.9.2 TRAVEL PAY:

10.9.2.1 **For Zones 1, 2, 3 and from Shop Dispatch Point:** If the job is twenty-five (25) or more miles but less than Eighty-Five (85) miles from the dispatch point, the Employer shall pay the IRS allowed rate per mile per day, round-trip, beyond the twenty-five (25) mile free zone.

10.9.2.2 **For Zone 4:** If the job is ten (10) or more miles South (of an East/West line through Pendleton) or twenty five (25) or more miles North (of an East/West line through Pendleton) but less than Eighty-Five (85) miles from the dispatch point, the Employer shall pay the IRS allowed rate per mile per day round-trip beyond the ten (10) or twenty-five (25) mile free zone.

10.9.3 SUBSISTENCE: If the job is eighty-five (85) or more miles from the dispatch point, the Employer shall pay one (1) round-trip mileage charge computed at the IRS allowed rate per mile and shall pay Sixty Dollars (\$60.00) for each day worked from date of hire to date of termination on such job. Any holiday named in this Agreement which falls within the work week shall be treated as a day worked, if the Worker is available for work on the regular work day preceding and following the holiday. If a holiday falls on a Friday, Saturday, Sunday or Monday, no subsistence will be paid for that day if it is not a scheduled work day unless a Worker is required to work, in which case subsistence will be paid.

10.10 OUT OF JURISDICTION WORK: When a Worker is sent by the

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Employer to perform work outside the territorial jurisdiction of Local 598, the Worker shall be paid full wages for travel time and actual transportation costs, unless vehicular transportation is provided by the Employer (such transportation to be agreed upon by the Union and Employer in writing), reasonable motel costs and Thirty Dollars (\$30.00) per day subsistence for each day required to be out of Local 598's territorial jurisdiction.

- 10.11 ESTIMATING:** Any Worker dispatched by Local 598 for estimating, detailing or performing take-off work shall be paid at journeyman scale.
- 10.12 HOLIDAYS:** 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. These holidays will be observed in accordance with the date nationally recognized. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

ARTICLE 11: PAYMENT OF WAGES

- 11.1 WHEN DUE/WAITING TIME:** Wages shall be due and payable during working hours on the designated payday a minimum of one (1) hour before the established quitting time or the Workers shall be at the shop to receive their wages. When a payday falls on a holiday, wages shall be due and payable on the preceding work day. Paychecks must be negotiable at a local bank (in the locale of the job) without charge to the Worker. All time consumed in waiting for wages after quitting time or in the event of an NSF check shall be considered overtime and paid at the regularly-established overtime rate. Such waiting time shall be considered liquidated damages and shall not exceed twice the amount due.
- 11.2 FIVE-DAY WITHHOLDING:** No Employer shall be permitted to withhold more than five (5) regular working days pay from the pay of any Worker for any purpose.
- 11.3 DEDUCTIONS ITEMIZED:** Each paycheck shall be accompanied by an itemized statement of deductions, total hours worked and paid and a statement of travel and subsistence earned by the Worker.
- 11.4 REPORTING TIME:** A Worker, after being hired and reporting for work at the regular starting time, and for whom no work is available, shall receive pay for two (2) hours at the basic straight-time hourly rate of wages. A Worker who reports for work and for whom work is available shall receive not less than four (4) hours pay and if more than four (4) hours are worked in any one (1) day, the Worker shall be paid for

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actual hours worked.

- 11.5 TIME WORKED:** If a Worker is required to report to the Employer's shop, the workday shall start or end as the case may be at the time he/she reports to the shop. Travel time between the shop and the job or the job and the shop is time worked.

ARTICLE 12: OVERTIME

- 12.1 DEFINED:** All work performed in excess of the standard eight (8) hour work day Monday through Friday up to ten (10) hours, and work performed on Saturday up to ten (10) hours shall be at the rate of one and one-half (1-1/2) times the basic hourly wage rate for the applicable classification. All work performed beyond ten (10) hours on Monday through Saturday and all work on Sundays and holidays shall be paid at two (2) times the basic hourly wage rate. Work performed on Christmas Day shall be paid at two and one half (2-1/2) times the basic hourly wage rate for the applicable classification.
- 12.2 BREAK BETWEEN SHIFTS:** Where the performance of overtime work results in less than an eight (8) hour break between shifts, the following shift shall be paid at double time.
- 12.3 MEALS:** When a Worker is required to work the regularly-established lunch period or the first half (1/2) hour after the first four (4) hours worked, he/she shall be paid for such lunch period at the regular overtime rate and as soon as possible shall be allowed a thirty (30) minute paid lunch period.
- 12.4 MEALS UNSCHEDULED:** When a Worker, at the direction of the Employer, works continuously over two (2) hours unscheduled overtime after a regular work shift, the Worker shall be allowed a paid eating period of thirty (30) minutes at the expiration of the second (2nd) hour of overtime and every four (4) hours thereafter. The Employer shall provide these meals.
- 12.5 SHIFT WORK:** Where shift work is being performed, all work prior to or after the scheduled shift shall be paid at the appropriate overtime rate. The overtime rate in effect at the beginning of the scheduled shift shall be applicable to overtime hours worked immediately following the conclusion of that shift. For example, a shift starting on a Friday would require time and one-half (1-1/2) for post-shift overtime, but a shift starting on a Sunday would require double-time for post-shift hours.

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ARTICLE 13: WORK DEFINED

13.1 THREE-SHIFT WORKDAY: Where shift work is scheduled, the following shifts will be recognized:

First Shift:	8:00 a.m. to 4:30 p.m.
Second Shift:	4:30 p.m. to 12:30 a.m.
Third Shift:	12:30 a.m. to 8:00 a.m.

Shift work shall not be permitted unless each Worker is scheduled for a period of not less than five (5) consecutive days. A second (2nd) shift will not be allowed unless there is a first (1st) shift, and a third (3rd) shift will not be allowed unless there is a second (2nd) shift. Exceptions can be made by mutual agreement between the Employer and Local 598 Business Manager.

13.1.1 PAY: The second (2nd) shift will receive eight (8) hours' pay for seven and one-half (7-1/2) hours worked. The basic rate for the second (2nd) shift will be ten percent (10%) over the basic hourly wage rate. The third (3rd) shift will receive eight (8) hours pay for seven (7) hours worked. The hourly rate for the third (3rd) shift will be fifteen percent (15%) over the basic hourly wage rate.

13.2 TEN-HOUR SHIFT WORKDAY: Where outage, tie-in, or other client requirements dictate, two ten-hour shifts may be scheduled by mutual agreement between the Employer and the Local 598 Business Manager.

13.2.1 EATING PERIODS: The second shift shall have a scheduled and paid eating period. Workers will furnish their own meals and be allowed adequate time to eat.

13.2.2 PAY: The basic hourly wage rate for the second ten-hour shift will be ten percent (10%) over the basic hourly wage rate.

13.3 TWELVE-HOUR SHIFT WORKDAY: Where outage, tie-in, or other work is scheduled for twelve-hour shifts, the following shifts will be recognized:

First Shift:	6:00 a.m. to 6:00 p.m.
Second Shift:	6:00 p.m. to 6:00 a.m.

A second shift will be allowed by mutual agreement between the Employer and the Business Manager.

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- 13.3.1** **EATING PERIODS:** The first shift shall have two (2) scheduled eating periods, the second of which is a paid eating period. The second shift shall have two (2) scheduled and paid eating periods. Workers will furnish their own meals and be allowed adequate time to eat.
- 13.3.2** **PAY:** The basic rate of pay for the second (2nd) shift will be ten percent (10%) over the basic hourly wage rate, inclusive of vacation pay.
- 13.4** **SHIFT VARIANCE:** The Employer may adjust the scheduled start time as per this Agreement and one hour in either direction. When client or general contractor requirements necessitate shifts being worked that are not described in this Agreement, including but not limited to the four-day, 10-hour shift, alternate shifts may be established by mutual agreement between the Local 598 business Manager and the Employer.

ARTICLE 14: WORKING CONDITIONS

- 14.1** **TERMINATION:** No Worker shall be terminated or disciplined except for just cause. Failure or refusal to perform work or operate equipment in violation of applicable law or code is not grounds for termination or discipline. A Worker terminated for cause shall receive all wages in full to be mailed by certified mail to the address provided by the Employee to the Employer or available in the office on the next regularly-scheduled pay day. At the time of layoff, a worker shall receive all wages in full. On the date of termination or lay off, the Employer will issue a termination form which will state the reason for termination (i.e., reduction in force, voluntary quit, or discharge for cause) and shall indicate on the form whether the Worker is eligible for rehire.
- 14.2** **WORKER EVALUATION AND ASSISTANCE:** If an Employer rejects an applicant for just cause, terminates a Worker for cause, advises the Union that a Worker is ineligible for rehire or determines a Worker is unsatisfactory to the Employer, the Employer shall advise the Union of the reasons therefore on a form provided by the Union. The Union will make an investigation and will take appropriate action with respect thereto. The Employer shall not be liable to any Worker or to the Union on account of submittal of an unsatisfactory evaluation to the Union, nor shall the Union be liable to such Worker or to any Employer on account of any action or inaction taken in response to such evaluation.
- 14.3** **INJURY:** Any Worker injured on the job or in the shop to the extent of requiring a doctor's care or hospitalization shall be paid for a full day's pay not to exceed his regularly-scheduled shift for the day of injury. In addition, when the Worker returns to

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work and is required to report to a doctor for periodic care during working hours as a result of the injury it shall be at no loss of wages to the Worker. The Worker will make every effort to arrange his appointments to accomplish the minimum lost time. An Employer may require a statement from the attending physician that the Worker was unable to return to work the day of the injury and/or the day of subsequent treatment or appointments.

14.4 CHANGE SHED/LUNCH ROOM/SANITARY FACILITY:

14.4.1 MORE THAN FIVE-MAN JOBS: On any job where more than five (5) Local 598 Workers are employed, adequate shelters for change of clothing, heat for drying the same, proper sanitary facilities and fresh drinking water with ice will be supplied by the Employer daily. No Worker shall be required to eat lunch in a tool or material shed or to change clothing therein.

14.4.2 TWENTY-FIVE-MAN JOBS: On any job where twenty-five (25) or more Local 598 Workers are employed, the lunchroom facilities shall be cleaned, heated, cooled (refrigerated or swamp coolers), ventilated, lighted and shall have tables and benches with adequate dimensions where each Worker can be comfortably seated. Proper refrigeration for lunch storage will be provided.

14.5 CLOTHING: Protective clothing (including rain gear), gloves or footwear required by job conditions, Employer rule, or law, shall be provided by the Employer. Workers shall be held responsible and accountable for all protective clothing and gear furnished by the Employer, provided adequate storage for safekeeping is furnished by the Employer. When clothing changes are required to protective clothing, the Employer shall provide a secure locker for the Worker's personal clothing and belongings (maximum two (2) Workers per locker.)

14.6 TOOLS: All tools, equipment and vehicles necessary for a job shall be furnished by the Employer. Equipment and vehicles shall be insured by the Employer. No Worker shall be required or permitted to supply, lease, rent or loan any means of conveyance, tools or equipment. The Employer shall furnish all tools needed and stamp or paint such tools with a proper mark for identification purposes. The Employer may establish reasonable rules and regulations and define due care of tools to implement this section. A copy of such rules shall be provided to the Union and to each Worker. The Worker shall exercise due care over all tools furnished and shall be responsible for losses resulting from the failure to exercise such care. At termination of employment, the Worker shall return keys, credit cards, tools and all other Employer's property in his possession to the Employer. The Employer must maintain all equipment in a safe

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working condition. The Worker will not be required to work with equipment which is not maintained in a safe working condition.

14.7 TESTING: If a Worker is required to submit to any pre-employment processing or testing (including weld testing) as a condition of employment, the time required shall be at the expense of the Employer.

14.7.1 The Union agrees to negotiate with the Employer a fair and reasonable drug testing policy where necessary.

ARTICLE 15: SAFETY

15.1 LAWS: All shop and job site conditions and Employer equipment shall comply with applicable laws and safety standards.

15.2 RADIATION EXPOSURE: Local Union 598 does hereby certify the radiation exposure limits listed herein are the limits historically in effect as maximum limits for all Local 598 members. The maximum whole body exposure over a seven (7) day period shall not exceed three hundred (300) mrem. The maximum whole body exposure over a three (3) month (13 week) period shall never exceed two (2) rem (2,000 mrem). The maximum whole body exposure over a one (1) year period shall never exceed three (3) rem (3,000 mrem.) The Employer shall comply with such limits. It is emphasized that exposure to radiation will be kept as low as possible.

15.3 RADIATION PAY: A Worker who receives his maximum radiation exposure limits prior to the end of any regular work week (Monday through Friday) and is laid off for any reason shall be paid wages and fringes for that week as if he had worked.

ARTICLE 16: STEWARDS

16.1 APPOINTMENT/DUTIES: Shop or job stewards shall be appointed by the Business Manager of Local 598. Upon appointment, the steward shall identify himself to the Employer. Stewards will be allowed access to all areas where Workers covered by this Agreement are employed and shall be allowed reasonable time from their work assignments for the performance of steward duties. Stewards are not authorized to threaten, direct, or cause a work stoppage or slow down. All stewards shall work with tools.

16.2 TERMINATION: No steward shall be terminated or laid off without reasonable advance notice to Local 598, and the steward or a designated temporary steward shall be on the job whenever overtime is performed, provided he/she is qualified to do available

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work.

ARTICLE 17: SUPERVISION

- 17.1 **INTENT**: The intent of this Article is to provide for adequate supervision on all job sites in order to promote productivity and safety.
- 17.2 **SELECTION**: The selection and number of craft foremen and general foremen shall be the responsibility of the Employer. Foremen and general foremen shall take orders from individuals designated by the Employer. When three (3) or more Workers are employed, one (1) shall be designated the foreman.
- 17.3 **PAY**: Foremen, general foremen and superintendents dispatched to the Employer shall be paid as such for the duration of their employment with the Employer.
- 17.4 **WORKING FOREMAN**: A foreman will be permitted to work with the tools as long as the total crew including the foreman does not exceed seven (7) Workers. When the crew totals eight (8) Workers, including foreman, the foreman shall not be expected to perform the productive work of a journeyman. A foreman may work on an intermittent basis to facilitate construction convenience and/or to insure a safe work effort.

ARTICLE 18: APPRENTICES

- 18.1 **STANDARDS/COMPLIANCE**: The Employer agrees to abide by the Apprenticeship Standards, Addendum and JATC rules and decisions pertaining to the employment and training of apprentices. The applicable Apprenticeship Standards as may be amended from time to time are an integral part of this Agreement.
- 18.2 **OVERTIME**: Apprentices shall not be required to work overtime which would interfere with classes except in cases of emergency.
- 18.3 **HIRING HALL STATUS**: Graduates of a Local 598 Apprenticeship Program will be entitled to "A" list hiring hall registration privileges.

ARTICLE 19: HELPERS

- 19.1 **SCOPE OF WORK**: The following is the scope of work allowed for helpers working at the direction of a journeyman:

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- 19.1.1 Manual hole cutting and digging
- 19.1.2 Manual material handling and distribution
- 19.1.3 Fixture and equipment cleaning and protection
- 19.1.4 Concrete grouting
- 19.1.5 Tool repair, cleaning and pick-up activity
- 19.1.6 Job clean-up activity
- 19.1.7 Help journeyman lift and position heavy components

19.2 **REQUIREMENTS:** Employers requesting helpers shall be required to have the approval of the Local 598 Business Manager to verify the need for helpers prior to filling any work orders. Referral of helpers may be from the list of eligible apprenticeship applicants.

ARTICLE 20: SERVICE AND MAINTENANCE

20.1 **SERVICE AND MAINTENANCE WORK DEFINED:** Mechanical Service and Maintenance Work is the work normally performed for the client by outside contractors, either by contracts or an emergency call basis.

20.2 **SCOPE OF WORK:** The scope of work includes evacuation, charging, start up, inspection, operating, maintenance, modification or renovation, and service calls necessary to maintain a mechanical system and its controls. This scope of work is applicable to existing refrigeration, air-conditioning, heating and/or ventilation systems, or any other previously-installed, remodeled, revamped or redesigned mechanical system, regardless of size or location.

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20.3 SERVICE AND MAINTENANCE JOURNEYMAN WAGES: A service and maintenance journeyman shall receive the following wages and fringe benefits:

	<u>Effective 6/1/05</u>	<u>Effective 1/1/06</u>	<u>Effective 6/1/06</u>
Wage on Check:	\$24.12	\$24.12	\$24.50
Vacation:	3.50	3.50	4.00
BASIC HOURLY WAGE:	\$27.62	\$27.62	\$28.50
Health and Welfare:	\$ 7.05	\$ 7.05	\$ 7.85
National Pension:	2.80	3.50	3.50
State Pension:	2.25	2.25	2.50
Supplemental Pension:	3.55	2.85	3.15
ITF/JATC:	0.96	0.96	0.96
LMCCT:	0.30	0.30	0.30
TOTAL FRINGES:	\$16.91	\$16.91	\$18.26
TOTAL PACKAGE:	\$44.53	\$44.53	\$46.76

Total package is 90% of the Building Trades Journeyman's total package.

20.4 STAND-BY PAY: Workers designated by the Employer to be on a stand-by basis for emergency work shall be paid in one of two ways: (a) If not called to work, the Worker shall receive two (2) hours regular pay; or, (b), if called to work, the Worker shall receive overtime pay for actual hours worked. The Worker will receive whichever amount is greater. Emergency work is defined as work before or after regular working hours where life, health or property is endangered.

ARTICLE 21: HIRING HALL

21.1 LEGAL REQUIREMENTS: The Union will maintain a nondiscriminatory hiring hall for the purpose of referring applicants to Employers bound by this Agreement. 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. Hiring rules and regulations adopted and published by Local 598 shall be posted at the Union Hall.

21.2 FORTY-EIGHT HOUR RULE: Employers agree all Workers performing bargaining unit work will be hired through the hiring hall. The Employer shall have the right to reject any applicant for just cause, and the provisions of Section 14.2 will apply. If the Union is unable to fill a work order within forty-eight (48) hours after the normal

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dispatch period, the Employer can hire directly for the purpose of filling the work order.

21.3 CALL BY NAME:

21.3.1 The Employer may call one (1) applicant per project from the applicable zone list.

21.3.2 The Employer may recall from the applicable zone "A" list any three (3) Employees per project who have worked for the Employer within the area covered by this Agreement during the preceding twelve (12) months.

21.3.3 When the Employer's work force is twenty-four (24) or fewer workers and is forty percent (40%) call-by-name or call-back-by-name, the Employer will not be eligible for any call-by-name privileges pursuant to the provisions set forth in 21.3.1 and/or 21.3.2, above.

When the Employer's work force is twenty-five (25) or more workers and is thirty-three percent (33%) call-by-name or call-back-by-name, the Employer will not be eligible for any call-by-name privileges pursuant to the provisions set forth in 21.3.1 and/or 21.3.2, above.

This provision shall be based on the preceding twelve (12) months.

21.3.4 Each applicant is limited to accepting call-by-name or call-back-by-name job offers to only one contractor per each calendar year.

21.4 SPECIAL SKILLS CALL: When referring applicants to the Employer, bona fide special skills requests, including licenses, may be honored.

21.5 NOTICE OF LAYOFF: Notice of layoff (reduction of force) shall be at least one (1) hour prior to end of work shift. On subsistence jobs or in isolated or restricted areas, Workmen must be given twenty-four (24) hours notice of layoff (i.e., Workman will be notified he/she is to be terminated prior to the end of his/her regularly scheduled shift and shall be worked and paid until the completion of his/her next regularly-scheduled shift).

21.6 REVERSE LAYOFF: Layoff will be by classification and in reverse order of dispatch priority (i.e., pipefitter reduction in force: First: "D" List pipefitters; next, "C" List pipefitters; next, "B" List pipefitters; and then, "A" List pipefitters).

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21.7 FEE: The hiring hall will be operated at the expense of Local 598. In the event it becomes necessary to charge a service fee for maintenance of the hiring hall, the fee will be set by Local 598 in accordance with the applicable law and will be paid by the hiring hall applicant.

ARTICLE 22: SAVINGS CLAUSE

If any provision of this Agreement is held to be illegal by any court or governmental agency of competent jurisdiction, such provision shall be inoperative pending negotiations for a replacement provision. Either party shall have the right to reopen the Agreement for such negotiations and in the event no agreement is reached, the dispute shall be referred for binding arbitration as provided in this Agreement.

ARTICLE 23: TERM OF AGREEMENT

23.1 EFFECTIVE DATES: This Agreement shall be effective from June 1, 2005, through May 31, 2008, and shall renew itself from year to year thereafter unless either party gives written notice sixty (60) days prior to May 31, 2008, or a subsequent anniversary date, of intent to modify or terminate this Agreement. The Employer waives the right, if any exists, to repudiate this Agreement during its term and during the term of any extension, modification, or amendment. The Employer and Local 598 agree to negotiate in good faith with respect to a successor agreement, in the event either gives notice to modify or terminate this Agreement.

23.2 SUPPLEMENTAL PENSION PROVISION: During the term of this Agreement, the Employer agrees if the Trustees of the current Supplemental Pension Plan take action to convert that plan to a Multi-Employer 401K Plan, the Employer will facilitate the necessary accounting to accomplish that conversion.

ARTICLE 24: HEADINGS

The use of headings for Articles and Sections is for ease of indexing. Such headings are not to be used as interpretative aids.

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UNITED ASSOCIATION LOCAL 598 COLLECTIVE BARGAINING AGREEMENT

FOR THE EMPLOYER:
*(Authorized company representative
please sign below.)*

FOR LOCAL 598:
*Richard J. Berglund, Business Manager
UNITED ASSOCIATION, LOCAL 598*

(X) _____

(X) _____

Date: _____

Date: _____

Company Name: _____

Signer's Printed Name: _____

Signer's Title/Position: _____

Street Address (actual location): _____

Mailing Address (if different than above): _____

City, State and ZIP Code: _____

Phone: (____) _____ FAX: (____) _____

Bonding Company: _____ In the amount of: \$ _____

Bonding Company Address: _____

Bond No.: _____ Dated: _____

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ADDENDUM A

**PRE-EMPLOYMENT
DRUG TEST AGREEMENT**

**BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND**

**PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL
COLLECTIVE BARGAINING AGREEMENT**

After an applicant is dispatched but before he/she is hired, the applicant must submit to a drug test to be paid for by the employer. Only after successfully passing the test, the applicant will be hired by the requesting employer. Drug tests may be administered only after the Union and the Employer agree to terms of a detailed drug testing policy/protocol.

Only applicants who have successfully passed the drug test will be paid two (2) hours of straight-time wages for testing.

If an applicant fails the drug test, the applicant will not be eligible for hire to the requesting employer until the applicant provides proof of wellness or for a period of six (6) months and proof of a negative drug test.

Approved/Signed:

Richard J. Berglund, Bus. Mgr.
United Association, Local 598

Printed Name: _____
Company: _____

Dated: _____

Dated: _____