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2,600 workers  
51 pp.

**LABOR / MANAGEMENT AGREEMENT**  
**FOR**  
**PLUMBING AND PIPEFITTING WORK**  
**PERFORMED WITHIN THE**  
**GEOGRAPHICAL JURISDICTION**  
**OF**  
**UNITED ASSOCIATION LOCAL 26**  
**2002 - 2006**



Effective 6/1/2002 through 5/31/2006

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**Section 1  
PURPOSE**

The purpose of this Agreement is to establish wages, hours and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen and apprentices or other classifications which are covered by this Agreement; so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockout or other labor/management disputes. Local 26 and the Employer 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 quality workmanship in the Plumbing and Pipefitting Industry.

**Section 2  
PARTIES AND AREA COVERED**

**2.1** This Agreement shall be binding on Local 26 and upon all employers who have (1) signed this agreement or an agreement to adopt the terms of this Agreement, or (2) expressly or impliedly have authorized some other person to sign on such employer's behalf, or (3) adopted this Agreement by conduct evidencing an intent to be bound by the terms of this Agreement

**2.2** This Agreement applies to all plumbing and pipefitting work as defined in Section 5 (Bargaining Unit Work) performed within Local 26 territorial jurisdiction as it currently exists or as may be modified by the International (United Association) and after mutually agreed to by the Employer and Local 26.

**2.3** The territorial jurisdiction of Local 26 is the same territorial jurisdiction allocated to Local 26 by the United Association and includes all of Island, Skagit, Snohomish, Whatcom, San Juan, Kitsap, Mason, Pierce, Lewis, Thurston, Grays Harbor, Pacific, Cowlitz, Clark (northern tip, including the City of Woodland), Skamania, and Wahkiakum counties.

**Section 3  
BARGAINING UNIT RECOGNITION**

After the Union requested recognition, the Employer recognized the Union as the exclusive section 9(a) bargaining representative of its employees and acknowledges that the Union has satisfactorily demonstrated and submitted proof thereof to the Employer that it represents a majority of the Employer's employees in an appropriate unit.

**Section 4  
HIRING HALL RECOGNITION**

The employer and the union agree to be bound to the referral rules as appended to this Agreement in Appendix B.

**Section 5  
BARGAINING UNIT WORK**

The term "*plumbing and pipefitting work*" includes:

**5.1** Work defined in the Constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO ("International") as, within the craft jurisdiction of the International attached in Appendix C.

**5.2** Work awarded to the International by agreements of record or decisions of the National Joint Board for the Settlement of Jurisdictional Disputes and its successors.

**5.3** Work recognized by local practice as being work within the craft jurisdiction of Local 26. Copies of decisions and records of agreements shall be made available upon request.

**5.4** Qualified employees covered by this Agreement may operate forklifts, Boom Trucks or other equipment to accommodate the work of the United Association.

## **Section 6 UNION SECURITY**

**6.1** The Employer, as a condition of employment, shall require all employees engaged in plumbing and pipefitting work who are members of Local 26 on the date of execution of this Agreement to maintain such membership in good standing. The Employer, as a condition of employment, shall require all other employees, whether presently on the payroll or new hires, who are engaged in plumbing and pipefitting work to acquire and maintain membership in good standing in Local 26 on and after the eighth (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.

**6.2** For purposes of this Section, membership in good standing means the tendering of an initiation fee, monthly dues, and working dues to Local 26. The amount of fees and dues, and the time of payment following the grace period, shall be established by Local 26.

**6.3** The Employer shall terminate any employee who has not acquired or maintained membership in good standing as required by this Section, within forty-eight (48) hours after receiving written notice from Local 26.

**6.4** The Employer shall deduct from the wages of each Employee the amount of working dues or service fees owed by the Employee to the Union. The amount of such dues shall be as provided in the "Constitution and By-Laws of U. A. Local 26 as it now exists and as duly amended from time to time. Such dues shall be deducted from each paycheck and shall be remitted by the Employer, on a monthly basis, to the account of the Union at the same bank that serves as the depository of the fringe benefit funds. The monies deducted shall be reported on an approved Trust contribution reporting form. The Employer's obligation to make deductions from the wages of each Employee under this Section is conditioned upon receipt of a written authorization from the Employee.

## **Section 7 PROTECTION OF RIGHTS**

**7.1** Management Rights. The management of the Employer's business, including but not limited to the direction of the workforce, the right to hire, plan, direct, control, schedule work, to lay off employees for lack of work, and to terminate employees for just cause is the right and responsibility of the Employer, except as limited by the terms of this Agreement. The Employer may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work.

**7.2** Employee Rights. 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 lawful primary picket line.

**Section 8**  
**SUBCONTRACTING AND FABRICATION**

**8.1** The Employer shall not subcontract or otherwise transfer, in whole or in part, any plumbing or pipefitting work as described in this agreement to be done at the site of construction, unless the person, firm, partnership, joint venture, corporation, or other business entity to whom the work is subcontracted or transferred is a party to a written agreement with the United Association covering wages, hours, terms and other conditions of employment of plumbing and pipefitting employees. Violations of this section shall be processed through the grievance and arbitration procedure and shall not be the subject of economic action.

**8.2** Any work held to be under the jurisdiction of the United Association and covered by this Agreement, may be fabricated at the job site or at a location within the employer's free zone by UA members, and installed anywhere within the jurisdiction of the local union where the fabrication took place. Such fabrication and installation is to be performed by UA members under the terms of this Agreement or a supplemental addendum to this Agreement. In the event the employer establishes a fabrication shop outside the free zone, he shall pay travel pay and/or subsistence.

**8.3** All pipe formations of every description involved in mechanical work at the option of the employer may be fabricated on the job site or in a UA shop within the territorial jurisdiction of the Washington State Association provided that if the employers shop is located outside the jurisdiction of Local 26 the employers home local reciprocates the same procedure to shops that are located within Local 26's jurisdiction. If the shop is located outside the jurisdiction of the local union, the employer must insure that all work related to the fabrications was performed with the benefit of a UA Agreement.

**Section 9**  
**NO STRIKES, WORK STOPPAGE, OR LOCKOUT**

**9.1** During the term of this agreement, each of the signatory parties agrees that there will be no strike, work stoppages or lockouts by members of the Union or by the employer provided, however, the Union may strike when an employer fails to pay wages in full and on time or the Union has been advised by the administrative office of the employee benefit funds in accordance with Section 13 that an employer is delinquent in the payment of employee benefits.

This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this agreement.

**9.2** It shall not be a violation of this agreement or of the non-strike clause if members of the union refuse to cross a lawful primary picket line. Where such a picket line has been set up, every possible effort shall be made by the Business Manager to make arrangements which will permit the employees subject to this Agreement to continue to work. No employee will suffer discharge or replacement because of respecting a lawful primary picket line.

**Section 10**  
**CHANGE OF LEGAL STRUCTURE**

**10.1** The employer shall provide to Local 26 written notice of any changes to its name or to the form of its company such as a change from a corporation or partnership to a Limited Liability Company.

## **Section 11 GRIEVANCES**

**11.1** In the event of any disputes between parties to this agreement as to the rights and/or obligations under this agreement, a representative of the Union and a representative of the Employer shall be immediately notified. Every effort possible shall be made by the Local Union and the Employer to settle the dispute before the subsequent provisions of this article are invoked.

**11.2** All grievances brought by the Employer or the union shall be submitted to the other party to this agreement within seven (7) working days of occurrence. Grievances not presented within seven (7) working days of occurrence shall not be considered valid.

**11.3** In the event that a dispute is not settled between the Employer and the Union it shall be referred to the Joint Grievance Committee. The party filing the dispute shall notify the other party and MCA by fax. A Grievance Committee mutually agreed to by both parties composed of three (3) representatives of Local 26 selected by the Union that are not part of the staff and three (3) signatory contractor representatives selected by MCA shall meet within seven (7) working days following receipt of written notice. The Committee shall attempt to resolve the dispute to the satisfaction of the parties.

**11.4** In the event a grievance is not settled by the Joint Grievance Committee to the satisfaction of both parties within five (5) working days after having first been considered by the Joint Grievance Committee, the Union or the Contractor may elect to submit such grievance to impartial arbitration by notifying the other party in writing. If the Union or Contractor does not notify the other party within five (5) working days after the grievance meeting, any subsequent request for arbitration shall be considered invalid. The Union and the Contractor may mutually agree to a permanent impartial arbitrator. If they have not agreed to a permanent arbitrator the Union and the Contractor shall thereupon select a disinterested person to act as an impartial arbitrator for such grievance. If the Union and the Contractor cannot agree upon such impartial arbitrator within five (5) working days after a grievance has been referred to impartial arbitration, then such impartial arbitrator shall be selected from a list of seven (7) arbitrators to be furnished by the Federal Mediation and Conciliation Service, said selection to be effected by the parties alternately striking names from such list and the person whose name remains on the list after six (6) having been stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within five (5) days (excluding Saturdays, Sundays and Holidays) after receipt of the list from the Federal Mediation and Conciliation Service.

**11.5** The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from or modify the terms of this agreement.

**11.6** Each party to this agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties hereto. The party or parties ordering a transcript shall pay for stenographic records and transcripts.

**11.7** Any time limits provided for in the grievance and arbitration procedure set forth in this Section may be waived or extended by mutual agreement between the Union and the Contractor.

## **Section 12 JURISDICTIONAL DISPUTES**

**12.1** For the purpose of avoiding jurisdictional disputes with other trades and crafts, the Union and Employer agree that, whenever possible the Employer shall attempt to bid and embrace in its bids and job contracts and specifications, all of the piping, fixtures, and all other appliances and appurtenances that are necessary to make a complete plumbing and/or pipefitting installation as herein defined as the jurisdiction of work of members of the United Association.

**12.2** There will be no strikes, no work stoppages or slow downs or other interferences with the work because of jurisdictional disputes.

**12.3** The parties hereto agree that all jurisdictional disputes over the division of work with crafts affiliated with the Building and Construction Trades Department, AFL-CIO will be settled in accordance with the procedural rules and regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984 or any successor plan. All signatory employers to this Agreement, agree to assign work and be bound to the terms and conditions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, and the Union agrees that the work assignments made by the Employer shall be followed until the dispute is resolved in accordance with this Section.

## **Section 13 FRINGE BENEFIT CONTRIBUTIONS**

**13.1** The employer adopts and agrees to be bound to the Trust Agreements establishing the Northwest Plumbing & Pipefitting Industry Health, Welfare & Vacation Trust Fund, Washington State Plumbing & Pipefitting Industry Pension Trust Fund, the Western Washington UA Supplemental Pension Trust Fund, the Plumbers and Pipefitters National Pension Fund, the International Training Fund, the Local 26 JATC Educational Development Trust funds and the Mechanical Contracting Industry Improvement Fund.

**13.2** The Employer and Local Union have entered into an agreement whereby the Employer will make contributions to the Western Washington Supplemental Pension Trust (the trust) on behalf of employees represented by Local 26. Section 4.3 of the Western Washington U.A. Supplemental Pension Plan provides that participating employees who have been employed by the same participating Employer for thirty (30) or more consecutive days may elect to have additional funds deducted from their hourly wages, on a pre-tax basis, and contributed to the Trust as an elective employee contribution. The Employer hereby agrees to honor and implement such payroll deduction elections and to pay the amounts withheld from the employee's wages to the Trust in accordance with the rules established by the Trust's Board of Trustees and the following.

**13.3** The pre-tax, payroll deduction contributions covered by this Agreement shall be remitted to the Trust on or before the due date for making the Employer's contributions or, if earlier, the fifteenth (15th) business day of the month next following the month in which the payroll deductions were made.

**13.4** In the event the Employer fails to remit the payroll deduction contributions within the time specified in the preceding paragraph, any funds subsequently paid to or collected by the Trust or any other Employee benefit trust fund to which the Employer is required to contribute shall be applied first to the delinquent payroll deduction contributions until all such contributions are paid, with any remainder then being applied to any other contributions due.

**13.5** The Employer party to this agreement, agrees to contribute to the Plumbers and Pipefitters National Pension Fund and the International Training Fund for each hour an employee receives pay in accordance with the standard form of participation agreement attached to and made part of this agreement in the amount set forth under Section 17 - Economic Package.

**13.6** Copies of the Washington State Plumbing & Pipefitting Industry Pension Plan, Health & Welfare and Vacation Plan, Western Washington UA Supplemental Pension Plan, and the Local 26 JATC Educational Development Trust, and this Agreement shall be forwarded by the Plumbers and Pipefitters Council to each of its constituent Local Unions which have members or represents employees, directly affected thereby, in accordance with Section 104 of the Labor/Management reform act of 1959.

**13.7** It is recognized and acknowledged by all parties, including the participating Employers, that the regular and prompt payment of contributions is essential to the maintenance of an employee benefit plan and that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the plan which would result from the failure of an individual employer to pay proper contributions within the time provided. Therefore, if any individual employer shall be delinquent in submitting his contributions or shall fail to pay contributions on behalf of all employees when such contributions are due, such employer shall be obligated for a surcharge in an amount no greater than twenty percent (20%) of the contributions not paid when due. Such amount shall become due and payable as liquidated damages, and not as a penalty, upon the day immediately following the due date for such contributions. The liquidated damages provided for herein shall apply to each separate month for which an employer is delinquent and shall be cumulative and charged to the Employer until paid in full. In addition to the above, in the event any employer fails to make any of the contributions required, such employer shall be required to pay in addition to the principle sum due and liquidated damages, interest thereon at the maximum rate allowed by law. In the event of a delinquency, an Employer shall be liable for and reimburse the Fund for reasonable attorney fees, cost of payroll audits and all other expenses incurred in connection with said delinquency, whether or not legal proceedings are initiated. It is recognized that the cost of legal services and the expense necessary for the collection of delinquent contributions or liquidated damages may have no relation to the actual dollar amount of the delinquent contributions or liquidated damages which may be relatively small in a particular case.

**13.8** Contributions shall be transmitted to the Trust office through the last pay period of the preceding month on all hours reported as income paid to the employees covered by this agreement in the preceding month, in a manner described by the Joint Administration Board. Contributions to each of the funds shall be made subject to all applicable Federal and State laws governing employee pension and welfare benefit plans. The Board of Trustees of the Health & Welfare Fund and the Board of Trustees of the Pension Trust Administration shall make available to each participant or beneficiary covered there under, (1) a description of the plan and (2) an annual report in accordance with Section 8 of the Welfare and Pension plans disclosure act of 1958, as amended.

**13.9** Each participating employer agrees that the jurisdiction and venue of any civil action for the collection of contributions due to any of the above mentioned funds by the Trustees against such Employer shall be laid in King County, State of Washington, or such other legally appropriate county as selected by the Board of Trustees. If employers conducting business in other states should become participants, it is agreed that the jurisdiction and venue of any civil action against such Employer for the collection of contributions due the Trust shall be in that jurisdiction selected by the Board of Trustees. In addition to the remedies set forth herein, the Union shall (notwithstanding any express or implied no strike clause in this Agreement) remove the employees from or strike and picket any Employer failing to make any payment of money required by this section. The employer shall be liable for earnings lost by his employees because of the strike, but such earnings shall not exceed two (2) eight (8) hour pay periods for each employee so affected.

**13.10** The Employer contributions submitted to the Trust Office must be postmarked by the post office no later than the 15th of the month following the month in which the contributions are earned. Employers may hand deliver contributions to the Trust office by noon on the 20th of the month, however if the 20th of the month is a Saturday, Sunday or Holiday, then the contributions may be hand delivered before noon on the following regular workday.

**13.11** Contributions to the Mechanical Contracting Industry Improvement Fund shall be paid by the Employers signatory to this agreement for all applicable hours worked and such payments to be made to the Trustees described in Section 13.1 who are hereby authorized to receive such funds as collection agent for transfer to the trustees of the said Industry Fund. The Fund is generally for the promotion and advancement of the mechanical contracting industry, to educate the public concerning desirable, safe and economic mechanical installations, to sponsor education research and develop activities to improve the industry, all as more particularly provided in the Agreement and Industry Fund Trust document creating the Fund. A Board of Trustees designated by the MCA of Western Washington shall manage the Industry Fund. The duties and plans of the Trustees are more fully defined in the Agreement and the Industry 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 purposes of overtime compensation, withholding taxes, social security taxes or for any other purpose.

#### **Section 14 WORK RECOVERY / PREVAILING WAGE**

**14.1** The Business Manager shall have the authority to invoke work recovery measures, even though such measures may modify existing conditions of this agreement. If Local 26 approves the use of National Agreements that provide more favorable conditions for a specific project all signatory employers to this Agreement may utilize those conditions. In the event Local 26 grants to any employer terms or conditions more advantageous than those contained in this Agreement, then all signatory contractors may utilize those more favorable conditions.

**14.2** Section 14 shall not apply to projects where all bidders are U.A. signatory.

**14.3** Wages and fringes for all prevailing wage work for Federal, State, County and other public agencies shall be frozen for the duration of the projects, however the employer agrees to contribute any additional contributions requested in writing from the Health & Welfare Trustees to Local 26 and MCA that is required for the maintenance of current benefits. All other fringe benefits shall remain the same.

**14.5** This section shall not apply to prevailing wage projects bid prior to the effective date of this agreement. (They will be completed under the provisions of the contract language that was adopted in the previous contract.)

**14.6** Section 14 shall not apply to a project bid after the effective date of this agreement if a contractor accepts a Local 26 work recovery grant for that project.

**Section 15  
SEPARABILITY**

It is the intent of both parties that all provisions of this Agreement are in compliance with applicable law, if 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 Section 11.4. All other provisions shall continue in effect for the duration of the Agreement.

**Section 16  
TERM OF AGREEMENT**

This Agreement shall be effective from June 1, 2002 through May 31, 2006 and shall continue from year to year thereafter unless either Local 26 or the Employer or its representative shall notify the other sixty (60) days or more prior to its expiration of their intention to negotiate, extend, supplement, 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 26 agree to negotiate in good faith with respect to a successor agreement, in the event either gives notice to modify or terminate this Agreement.

**Section 17  
ECONOMIC PACKAGE  
INDUSTRIAL/COMMERCIAL WORK**

<b>Effective 6/1/2002</b>	<b>Zones 1, 2, &amp; 3</b>	<b>Zone 4</b>	<b>Zones 5, 6, &amp; 7</b>
Base	24.37	24.65	24.57
Vacation	4.00	2.50	4.20
Total Taxable	28.37	27.15	28.77
<b>H&amp;W</b>	<b>4.62</b>	<b>4.62</b>	<b>4.62</b>
State Pension	3.20	3.39	2.85
National Pension	1.50	1.00	1.65
ITF	.00	.05	.05
Supp. Pension	1.00	1.60	1.00
JATC	.67	1.00	1.10
Ind. Improvement	.30	.20	.23
<b>Total Package</b>	<b>\$ 39.66</b>	<b>\$ 39.01</b>	<b>\$ 40.27</b>

<b>Effective 8/1/2002</b>	<b>Zones 1, 2, &amp; 3</b>	<b>Zone 4</b>	<b>Zones 5, 6, &amp; 7</b>
Base	25.00	23.84	25.60
Vacation	4.00	4.00	4.00
<b>Total Taxable</b>	<b>29.00</b>	<b>27.84</b>	<b>29.60</b>
H&W	4.62	4.62	4.62
State Pension	3.20	3.20	3.20
National Pension	1.65	1.65	1.65
ITF	.05	.05	.05
Supp. Pension	1.00	1.00	1.00
JATC	1.10	1.10	1.10
Ind. Improvement	.30	.30	.30
<b>Total Package</b>	<b>\$ 40.92</b>	<b>\$ 39.76</b>	<b>\$ 41.52</b>

**Wage/fringe increases to be allocated over the life of this contract.**

	<b>Zones 1, 2, &amp; 3</b>	<b>Zone 4</b>	<b>Zones 5, 6 &amp; 7</b>
Effective June 1, 2002	.75	.75	.75
Effective August 1, 2002	1.26	.75	1.25
Effective January 1, 2003	.70	.60	.25
Effective June 1, 2003	1.00	1.20	1.05
Effective January 1, 2004	1.05	1.20	1.05
Effective June 1, 2004	1.10	1.15	1.05
Effective January 1, 2005	1.10	1.15	1.05
Effective June 1, 2005	1.10	1.15	1.05
Effective January 1, 2006	1.10	1.21	1.05
<b>Total Increase</b>	<b>\$ 9.16</b>	<b>\$ 9.16</b>	<b>\$ 8.55</b>

Foreman Scale: add 10% of the Total Taxable to Base pay

General Foreman Scale: add 17.5% of the Total Taxable to Base pay

All increases are to be allocated by the membership of Local 26 at least thirty (30) days prior to the effective date of the increase.

Local 26 may reallocate funds for the maintenance of Health & Welfare and the Education Development Trust at the request of the respective Trustees, after written notification to the union and MCA. Local 26 will make every effort to ensure that any of these allocations will coincide with scheduled increases.

**Section 18**  
**TERMINATION, PAYDAY AND ACCOUNTABILITY**

**18.1** Each employer shall pay his employees on or before five (5) days after the end of each payroll period. Employees working 4-10 shifts shall be paid no later than at the end of their shift on Thursday. When employees are laid off or discharged they shall be paid in full at the time of termination of employment. If an employee quits he will be paid in full at the end of the next regular pay period. Payday is on Friday except that employees working swing shift shall be paid before their shift ends on Thursday. The employer may choose to mail payroll checks to the employee, provided that the checks are mailed with sufficient time to reach the employee on Thursday. Lay off checks for non scheduled shut down work shall be paid on estimated hours at termination with the correction wages paid by 4:30 p.m. the following regular work day. Checks may be mailed if not picked up by 4:30 p.m.

When employees are terminated for cause, they shall be paid immediately, unless it occurs outside of normal business hours. In this instance, payroll checks shall be available by noon at the employer's shop, the next regular workday. If not picked up by 4:30 p.m. it shall be mailed.

**18.2** An employee that does not receive his or her check by quitting time shall be paid two (2) hours taxable income at the applicable shift rate for each day until the employee is made whole for all payroll owed.

**18.3** The employee will account for all tools, and issued properties belonging to the employer upon termination of employment.

**18.4** Employees may be terminated for cause and may appeal a termination through the grievance and arbitration procedure in Section 11.

**Section 19**  
**APPRENTICES**

**19.1** The Contractor agrees to employ apprentices in conformity with the approved minimum apprenticeship standards of the Washington State Apprenticeship and Training Council and further agrees to employ apprentices in the ratio of journeymen as provided for in the applicable standards of the Local JATC where the work is being done.

**19.2** All working conditions governing the employment of journeymen shall also apply to apprentices.

**19.3** Apprentices shall not be allowed to work in the absence of a journeyman mechanic except by prior approval of the Local Joint Apprenticeship Committee.

**19.4** The Contractor and the local Joint Apprenticeship Committee shall require all apprentices to attend scheduled training classes.

**19.5** Training procedures for apprentices sponsored by the Plumbing and Pipefitting Industry shall be governed by the Rules & Regulations of the Journeyman & Apprentice Training Fund which is incorporated into this agreement by this reference.

**19.6** The JATC shall conduct manual first aid classes to enable foremen, general foremen and stewards to meet the requirements of Section 21.3.

**19.7** Apprentices shall receive an hourly straight time wage and fringe rate based upon a percentage of the established rate for journeymen employed within the bargaining unit as follows:

Period	Base Wage	Vac.	H&W Dental	State Pension	Natl. Pension	ITF	Supp. Pension	JATC	IND. IMP.
1st 6 Mos. @	50%	50%	100%	\$0	\$0	100%	\$0	100%	100%
2nd 6 Mos. @	55%	55%	100%	\$0	\$0	100%	\$0	100%	100%
3rd 6 Mos. @	60%	60%	100%	60%	60%	100%	60%	100%	100%
4th 6 Mos. @	65%	65%	100%	65%	65%	100%	65%	100%	100%
5th 6 Mos. @	70%	70%	100%	70%	70%	100%	70%	100%	100%
6th 6 Mos. @	75%	75%	100%	75%	75%	100%	75%	100%	100%
7th 6 Mos. @	80%	80%	100%	80%	80%	100%	80%	100%	100%
8th 6 Mos. @	85%	85%	100%	85%	85%	100%	85%	100%	100%
9th 6 Mos. @	90%	90%	100%	90%	90%	100%	90%	100%	100%
10th 6 Mos. @	90%	90%	100%	90%	90%	100%	90%	100%	100%

## **Section 20 APPLICANT APPRENTICE**

**20.1** Work under this classification shall be closely coordinated by the Business Manager so as not to interfere with the established apprenticeship program in regards to ratios, standards, legal restrictions, etc.

**20.2** The local JATC will be responsible for the implementation and operation of this program.

**20.3** Recruiting shall be from the apprenticeship waiting list.

**20.4** The number of applicant apprentices shall be limited to one to each shop employing a minimum of three journeyman. If upon request for an applicant apprentice a suitable training opportunity exists in the best judgment of the JATC, an apprentice will be dispatched. No second applicant apprentice shall be dispatched until an additional five journeyman are employed and suitable apprentice participation is realized. On jobs where special conditions exist a request for additional applicant apprentices may be made.

**20.5** Effective 6/1/02 the economic package for applicant apprentices shall be a base wage calculated at fifty percent (50%) of the current journeyman base wage and the Plan B Health & Welfare contribution rate.

## **Section 21 WORK RULES AND MISCELLANEOUS PROVISIONS**

The following working rules are applicable to all work covered by this Agreement.

**21.1** Foreman: A foreman shall be designated on all projects where three (3) or more journeymen are employed. A Foreman may act as foreman on more than one project, providing the total manpower of the combined projects does not exceed ten (10) U.A. employees. A foreman shall not supervise a crew in excess of ten (10) U.A. employees.

**21.2** General Foreman: A general foreman shall be designated when a second foreman of the same craft is required on a project. General Foreman may supervise a maximum of thirty-three (33) employees (three crews of ten and three foremen). A general foreman may act as a general foreman over one (1) or two (2) crews and supervise a crew of his own.

**21.3** Each foreman, general foreman, and job steward shall be required to possess a valid, current first aid card in accordance with State Law.

**21.4** There shall be no limit on production by workmen, or restrictions on the full use of tools or equipment by qualified craftsmen. There shall be no restriction on efficient use of manpower other than as may be required by Safety Regulations.

**21.5** Security procedures for the control of tools, equipment and materials are solely the responsibility of the Employer with the full cooperation and participation of the Employees.

**21.6** Slowdowns and featherbedding practices will not be tolerated.

**21.7** An applicant that fails a weld test shall be ineligible for redispach for the same test procedure to that employer for thirty (30) working days, or until the welder successfully completes a documented eight (8) hour upgrade at the training facility.

**21.8** An employee, 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, unless he has been notified before leaving his home not to report. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, the premium rate shall be paid.

**21.9** An employee reporting for work at the regular starting time at a shop or job, and for who no work is available due to weather conditions or safety reasons, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this Section, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions or safety reasons, the employee shall receive pay for the actual time on the job, but in no event, less than two (2) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, the premium rate shall be paid.

**21.10** At the request of the Union, the employer shall agree to schedule a pre-job conference to discuss the scope of work and job assignments for the project.

## **Section 22 USE OF MANPOWER**

**22.1** Employers may transfer Local 26 members freely within the selected work zones indicated on the members work dispatch. Employers may place up to fifteen (15) employees at their option on stand-by for a maximum of fourteen (14) calendar days.

**22.2** Local 26 and the employers agree to abide with the currently adopted Washington State Association of the U.A. Freedom of Movement Agreement for the duration of this Agreement. The WSA Agreement allows for the transfer of U.A. employees to jobsites located both outside and inside the signatory employers' home local subject to the limitations specifically adopted in that Agreement.

**22.3** Employees dispatched from the B, C, or D list, as indicated on the dispatch form, shall not be transferred.

**22.4** Under the rules of this agreement employees shall be terminated for lack of work on a project by project basis in reverse order of hire, D, C, B, then employees from the A list, except in those instances where the employee possesses a special skill or certification required to complete the work being performed and the others on the project that preceded him or her on the hiring priority lists do not have that skill or certification.

**22.5** The employer may assign work to U.A. employees based upon the skill level of the employee.

### **Section 23 HOURS OF WORK, OVERTIME AND SHIFT WORK**

**23.1** A regular workday shall consist of eight hours between 8:00 a.m. and 4:30 p.m. Monday through Friday.

**23.2** After notification to the union, a variance in working hours shall be permitted to allow a single shift operation between the hours of 6:00 a.m. and 6:00 p.m. All employees working a single or multiple shift scheduled outside of these hours shall receive an additional ten (10) percent of taxable income as shift differential. Shifts that are not performed between the hours of 6:00 a.m. and 6:00 p.m. must continue for a minimum of three (3) consecutive days or shall be subject to the overtime provisions.

**23.3** The Employer may institute a ten (10) hour day for a minimum of four (4) consecutive days Monday through Thursday, after prior notification to the union. When a holiday falls during the regular (Monday-Friday) work week, a voluntary make-up day may be scheduled during the rest of that regular work week. Work in excess of ten (10) hours for shifts Monday through Thursday shall be paid at the double time (2 time) rate. The first ten (10) hours on Friday and Saturday shall be paid at the time and one half (1½) rate. Sundays and holidays shall be paid at the double time (2 time) rate. When the employer finds it necessary to schedule work on a six (6) or seven (7) day a week basis, payroll shall be based on a five (5) day, eight (8) hour schedule.

**23.4** Overtime worked on a regular eight (8) hour schedule shall be paid at the time and one-half (1½) rate for all hours worked over eight hours per day up to and including ten (10) hours per day. The first 10 hours worked on Saturday shall be at the time and one-half (1½) rate. Sundays, holidays and work over ten (10) hours per day including four-ten shifts shall be paid at double time rate.

**23.5** When an Employee works continuously over ten (10) consecutive hours, he shall be allowed a paid lunch period of one-half (½) hour and every four (4) hours thereafter. The Employer agrees to either allow reasonable time to travel to the nearest suitable place where food is available or arrange to have suitable lunches brought to the job site. With the consensus of the crew, the Employer may elect to pay an additional one (1) hour of double time in lieu providing a meal for the first additional lunch period only.

**23.6** Employees, at the direction of the Employer, working four (4) or more hours of overtime prior to a scheduled shift or a regular work day shall work the scheduled shift or regular work day at one and one half (1½) times the basic rate of pay unless there is a break of eight (8) hours prior to the regular scheduled shift. Any hours worked during the balance of the

regular scheduled shift will be paid at time and one-half (1½) when employees are directed to report back to work after the regular scheduled starting time.

## **Section 24 HOLIDAYS**

**24.1** Local Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas.

**24.2** In the event any of the above named Holidays falls on a Sunday, the following day (Monday) shall be observed as the Holiday. If any of the above named Holidays falls on a Saturday, the previous day (Friday) shall be observed as the Holiday.

## **Section 25 TRAVEL AND SUBSISTENCE**

**25.1** Recognized travel free zones shall be established in Bellingham, Mt. Vernon, Everett, Bremerton, Lacey, Aberdeen, and Longview. Employers shall be entitled to a travel free zone of thirty-five (35) road miles in all directions from the following locations:

Zone 1	Bellingham:	The intersection of I-5 and Iowa Street
Zone 2	Mt Vernon:	The intersection of I-5 and Kincaid Street
Zone 3	Everett:	The intersection of I-5 and Pacific Avenue
Zone 4	Bremerton:	The intersection of Hwy 3 and Kitsap Way
Zone 5	Lacey:	The intersection of I-5 and Marvin Road
Zone 6	Aberdeen:	The intersection of Hwy 12 and Hwy 101
Zone 7	Longview:	The intersection of I-5 and Industrial Way

**25.2** The employer shall pay \$.40 per mile for employees driving their own vehicle in excess of thirty-five (35) miles beyond the intersections as listed above.

**25.3** Any employee sent out of town shall receive reasonable room and board. Subsistence when paid to the employee in lieu of the employer furnishing reasonable room and board shall be based on \$60.00 per day. For purposes of subsistence only, any holiday named in this agreement shall be treated as a day worked if the employee is available for work on the regular work day preceding or following the holiday if the holiday falls within the work week.

**25.4** On subsistence jobs in isolated or restricted areas where the jobsite is beyond 20 miles from suitable living accommodations, the employer may either furnish transportation for the employees or pay them \$.40 per mile for any distance beyond the 20 mile limit.

**25.5** Employees required to travel over a toll bridge or over water from the established dispatch point for that project, shall

be reimbursed for individual fares and bridge tolls. Employees shall only be paid for travel over water if it occurs during normal working hours.

**25.6** When a project requires travel time which exceeds fifteen (15) minutes from a designated parking area to the jobsite the signatory contractor and Local 26 shall mutually agree on reasonable travel time compensation.

## **Section 26 JOB FACILITIES**

**26.1** Each employee shall have adequate time before the established quitting time for the purpose of putting away tools, when necessary.

**26.2** Adequate shelters for the change of clothing, heat for drying same, proper clean sanitary facilities, and drinking water are to be supplied by the Employer under City and State law. Where the length of the job warrants, or where five (5) or more men may be employed, a shed or shop must be provided by the Employer as a place for employees to change clothing. If the nature of the work is such as to require drying facilities, there must be provisions made by the Employer for drying wet clothing, shoes, boots, etc. No employee shall be required to eat lunch in a tool shed, or a cement shed, or to change clothing therein. A proper toilet shall be provided for the use of employees, except on small individual house jobs. In the event the Employer provides no toilet, employees shall not be penalized for leaving the job in case of necessity.

**26.3** The Employer will provide all safety equipment as required to meet safety requirements except that when safety toed work shoes are required they will be furnished by the employee. No employee shall be required to wear any equipment worn by another employee until it has been properly sanitized.

**26.4** When an employee is directed to stand-by because of the breakdown of any equipment or for any other reason that prevents the employee from working, the stand-by time shall be paid at the normal rate required for that shift. Time lost because of a breakdown of equipment or for any other reason preventing the Member from working is not to be made up as "time lost" by the employee involved.

## **Section 27 ORDINANCES**

**27.1** No member of the Union shall install or be required to install any work of any type except in accordance with any applicable city, county, or state ordinances and code. In areas where no ordinance or code has been adopted, no member of the Union shall continue in the employment of any Employer unless the work being performed and the materials being installed shall comply with whatever the minimal published standards of safety, health, and sanitation of the Department of Health, State of Washington, may require.

**27.2** Any member of the Union finding work installed contrary to applicable ordinances or codes, or in an unsanitary manner, shall report his findings to the Local Union Business Representative immediately.

**27.3** A member of the Union installing work in violation of applicable codes may be required to complete necessary changes on his own time and to the satisfaction of the Examining and Appeals Board.

## **Section 28 STEWARDS RULES**

No member of the Union shall remain on any job where the following Stewards Rules do not apply:

**28.1** Shop or Job Stewards shall be appointed or removed by the Business Manager or the Business Representative of the Local Union. No Foreman shall be appointed as Shop or Job Steward. A Steward shall be a qualified craftsman performing work of his/her craft and shall exercise no supervisory functions. There shall be no non-working Stewards. All shop and job stewards shall have a current first aid card.

**28.2** It is agreed that harmonious relations between labor and management are enhanced when the Union's job Steward has the opportunity to attend the pre-job conference and has continuity on such job from the start of the work until its conclusion. Therefore, the parties agree that the Union may designate its Steward in time for him or her to participate in and attend the pre-job conference and that the employment continuity of such Steward on the particular job will be from the start to the conclusion thereof, unless terminated for good cause.

**28.3** The Local Union Business Manager, Business Representative or Stewards shall be allowed access to all places where employees covered by this agreement are employed provided that such representatives of the Union shall not interfere with the employee's production and further they shall be required to follow all appropriate project check-in, parking, security and safety procedures.

**28.4** Job and Shop Stewards shall be allowed reasonable time for the performance of their duties, and in no case shall a Steward suffer discrimination because of the performance of his Union functions.

**28.5** The Steward on the job shall immediately report all accidents to the Local Union Business Representative.

**28.6** In the event any employee is injured or becomes ill on the job, the Steward shall take care of his personal belongings.

**28.7** The job Steward shall not be transferred, furloughed, change shifts, or be terminated without at least 12 hours advance notice to the Business Manager. Upon appointment, the Steward shall identify himself to the Employer or his representative.

**28.8** The Local Union appointed Shop Steward shall be on the job when any overtime work is required, provided that he or she is qualified and regardless of the number of members employed thereon, or shall appoint a replacement.

**28.9** New hires shall notify the job or shop steward of their employment. Stewards shall be notified of any disciplinary action taken by the Employer.

## **Section 29 SUBSTANCE ABUSE**

Local 26 and the Mechanical Contractors Association of Western Washington believe that substance abuse testing, treatment, and protection are as necessary in the skilled construction trades as they are in other high technology and safety-sensitive workplaces. Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit employees as well, including company executives and officers. MCAWW and Local 26 also recognize that broad mandates of such policies are being issued increasingly from both public and private purchasers of construction.

MCAWW and U.A. Local 26 regard worker safety, health and well being as integral to top quality work performance and successful project delivery. Therefore, in the mutual interests of contractors, Local 26, workers and their families, and the purchasers of construction services, MCAWW and U.A. Local 26 jointly subscribe to the following elements of substance abuse policies:

- public and/or private owner, customer, general contractor and signatory contractor substance abuse and testing mandates;
- prohibitions against the possession and use of alcohol and illegal substances at work;
- a prohibition against impairment at work;
- testing on the basis of pre-employment, reasonable suspicion, random, post-accident, annual, and return-to-work from treatment;
- stringent controls (such as computerized selection of individuals for unscheduled testing) against abuse in selecting individuals for testing;
- testing methods using non-invasive procedures; (no blood or hair samples)
- thresholds for positive results shall be consistent with state and federal law if applicable;
- treatment coverage (EAP's)
- those to be tested in the event of an accident, in addition to those directly involved, shall be by mutual agreement of the Foreman, Steward and Superintendent responsible for the work
- the employee shall be paid actual time required for testing.
- the reporting of 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 the Employer.
  - B. No, the employee is not within the limits described by the Employer.
- employees that generate a positive test result from a "quick" or litmus test shall not be returned to the Hiring Hall or terminated until the results of the gas chromatography/mass spectrometry (CG/MS) are reported.
- in the event of a negative test result on the re-test, the Employer shall pay for the re-test and any lost wages
- the Employer and the testing facility agree that the detailed results of the described tests are to be held in the strictest CONFIDENCE between the Employer and the testing facility, unless due to contractual agreement the owner or general contractor is the program administrator, then any information given will not go beyond the negative or positive outcome of any test conducted. They further agree that the results of the above tests will not be provided to anyone without express written consent of the employee.
- the Employer and U.A. Local 26 agree that the grievance procedure contained in the Labor Agreement shall apply for dispute resolution relative to this policy.

Local 26 agrees to abide with alcohol and drug testing policies that conform to these guidelines.

**Appendix "A" to the  
Local 26 Master Agreement  
RESIDENTIAL AND LIGHT COMMERCIAL  
SCOPE, WORK RULES, WAGE/FRINGE RATES**

**Section 1  
SCOPE OF WORK**

**1.1** This Agreement shall apply to all work relating to the installation, dismantling, maintenance, repair, adjustment and correction of all heating, ventilating, air-conditioning (HVAC), plumbing and fire protection fixtures, equipment and systems, including but not limited to, the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto but only when performed on the following structures:

**RESIDENTIAL**

One or two family dwellings;

All multiple family dwelling units which are permitted to have a single exterior up to and including four stories; and Townhouses, condominiums or similar structures with units stacked vertically up to and including four stories

**LIGHT COMMERCIAL**

Warehouses (not associated with industrial sites)

Office Buildings (not to exceed 20,000 sq. feet) including remodel and tenant improvement work if the size of the project is in an area less than 5,000 sq. feet.

Commercial mini-storage facilities

All Retail sales outlets

Gas Stations

Strip malls

Mini-marts

Churches

Convalescent Homes

\*Motels/Hotels up to four (4) stories.

\*Medical/Dental clinics (excludes all hospital work and medical gas piping.)

\*Prior approval of the Business Manager is required for all Motel/Hotel and Medical/Dental Facility projects. It is the intent that any applicable City, County and State Licensing laws will be adhered to while performing any of this work.

**1.2** Employment of trainees shall not interfere with the Apprenticeship Training Program as determined by the JATC.

**1.3** This Agreement shall also include any and all residential work or work of a similar nature, within the jurisdiction of the United Association, as mutually agreed by the parties.

## Section 2 CLASSIFICATIONS

The classifications of employees that the Employer may employ on work performed under this Agreement, and the general definition of the duties of such classifications, are as follows:

**2.1** Residential Journeyman: The term "Residential Journeyman" shall mean a person qualified by skill and experience to perform residential HVAC, plumbing or fire protection work covered by this Agreement. The duties of persons so qualified shall also include any other functions as assigned including supervision.

**2.2** Residential Apprentice: The term "Residential Apprentice" shall mean a person who has agreed to learn and perform residential HVAC, plumbing or fire protection work covered by this Agreement, and who is governed by a written apprenticeship agreement that has been approved by the Washington State Apprenticeship and Training Council.

**2.3** Residential Trainee: The term "Residential Trainee," if applicable under the Appendices of this Agreement, shall mean a person employed to assist in the performance of all residential HVAC, plumbing or fire protection work covered by this Agreement.

## Section 3 RESIDENTIAL ECONOMIC PACKAGE ALL ZONES

### Effective June 1, 2002

### Effective August 1, 2002

Base	17.84	
Vacation	1.00	
<b>Total Taxable</b>	<b>18.84</b>	
H&W	2.73	
State Pension	1.20	
National Pension	.15	
ITF	.00	
JATC	.41	
Ind. Improvement	.10	
<b>Total Package</b>	<b>\$ 23.43</b>	

Base	18.20	
Vacation	1.00	
<b>Total Taxable</b>	<b>19.20</b>	
H&W	2.73	
State Pension	1.20	
National Pension	.20	
ITF	.05	
JATC	.40	
Ind. Improvement	.10	
<b>Total Package</b>	<b>\$ 23.88</b>	

## Increase Schedule

June 1, 2002	.75
August 1, 2002	.45
January 1, 2003	.45
June 1, 2003	.60
January 1, 2004	.60
June 1, 2004	.60
January 1, 2005	.60
June 1, 2005	.65
January 1, 2006	.65
<b>Total Increase</b>	<b>\$ 5.35</b>

Foreman Scale: add 10% of the Total Taxable to Base pay

General Foreman Scale: add 17.5% of the Total Taxable to Base pay

All increases are to be allocated by the membership of Local 26 at least thirty (30) days prior to the effective date of the increase.

Local 26 may reallocate funds for the maintenance of Health & Welfare and the Education Development Trust at the request of the respective Trustees, after written notification to the union and MCA. Local 26 will make every effort to ensure that any of these allocations will coincide with scheduled increases.

## RESIDENTIAL APPRENTICE WAGE / FRINGE RATES

Apprentices shall receive an hourly straight time wage/fringe rate based upon a percentage of the established rate for Light Commercial Journeyman employed within the bargaining unit as follows:

Period	Base Wage	Vacation	Health & Welfare	State Pension	National Pension	ITF	JATC	Industry Fund
1st 6 Mos. @	50%	50%	100%	0%	0%	100%	100%	100%
2nd 6 Mos. @	55%	55%	100%	0%	0%	100%	100%	100%
3rd 6 Mos. @	60%	60%	100%	60%	100%	100%	100%	100%
4th 6 Mos. @	70%	70%	100%	70%	100%	100%	100%	100%
5th 6 Mos. @	80%	80%	100%	80%	100%	100%	100%	100%
6th 6 Mos. @	90%	90%	100%	90%	100%	100%	100%	100%

**LIGHT COMMERCIAL  
ECONOMIC PACKAGE**

<b>Effective 6/1/2002</b>	<b>Zones 1,2,3,4</b>	<b>Zones 5,6,7</b>
Base	20.38	20.05
Vacation	1.60	.00
<b>Total Taxable</b>	<b>21.98</b>	<b>20.05</b>
H&W	4.62	4.62
State Pension	2.00	2.85
National Pension	.70	1.65
Supplemental Pension	.00	1.00
ITF	.00	.05
JATC	.52	.55
Ind. Improvement	.00	.23
<b>Total Package</b>	<b>\$ 29.82</b>	<b>\$ 31.00</b>

<b>Effective 8/1/2002</b>	<b>Zones 1,2,3,4</b>	<b>Zones 5,6,7</b>
Base	20.69	21.47
Vacation	1.60	1.60
<b>Total Taxable</b>	<b>22.29</b>	<b>23.07</b>
H&W	4.62	4.62
State Pension	2.00	2.00
National Pension	.70	.70
ITF	.05	.05
JATC	.75	.75
Ind. Improvement	.20	.20
<b>Total Package</b>	<b>\$ 30.61</b>	<b>\$ 31.39</b>

<b>Increase Schedule</b>	<b>Zones 1,2,3,4</b>	<b>Zones 5,6,7</b>
Effective June 1, 2002	.75	.75
Effective August 1, 2002	.79	.39
Effective January 1, 2003	.59	.41
Effective June 1, 2003	.82	.72
Effective January 1, 2004	.85	.75
Effective June 1, 2004	.89	.79
Effective January 1, 2005	.89	.79
Effective June 1, 2005	.89	.79
Effective January 1, 2006	.89	.79
<b>Total Increase</b>	<b>\$ 7.36</b>	<b>\$ 6.18</b>

Foreman Scale: add 10% of the Total Taxable to Base pay

General Foreman Scale: add 17.5% of the Total Taxable to Base pay

All increases are to be allocated by the membership of Local 26 at least thirty (30) days prior to the effective date of the increase.

Local 26 may reallocate funds for the maintenance of Health & Welfare and the Education Development Trust at the request of the respective Trustees, after written notification to the union and MCA. Local 26 will make every effort to ensure that any of these allocations will coincide with scheduled increases.

### LIGHT COMMERCIAL APPRENTICE WAGE / FRINGE RATES

Apprentices shall receive an hourly straight time wage/fringe rate based upon a percentage of the established rate for Light Commercial Journeyman employed within the bargaining unit as follows:

Period	Base Wage	Vacation	Health & Welfare	State Pension	National Pension	ITF	JATC	Industry fund
1st 6 Mos. @	50%	50%	100%	0%	0%	100%	100%	100%
2nd 6 Mos. @	55%	55%	100%	0%	0%	100%	100%	100%
3rd 6 Mos. @	60%	60%	100%	60%	60%	100%	100%	100%
4th 6 Mos. @	65%	65%	100%	65%	65%	100%	100%	100%
5th 6 Mos. @	70%	70%	100%	70%	70%	100%	100%	100%
6th 6 Mos. @	75%	75%	100%	75%	75%	100%	100%	100%
7th 6 Mos. @	80%	80%	100%	80%	80%	100%	100%	100%
8th 6 Mos. @	85%	85%	100%	85%	85%	100%	100%	100%
9th 6 Mos. @	90%	90%	100%	90%	90%	100%	100%	100%
10th 6 Mos. @	90%	90%	100%	90%	90%	100%	100%	100%

**3.1** The Employer agrees to be bound by the Declaration of Trust(s) establishing all trust funds to which the Employer is required to contribute under this Agreement and the Employer agrees to be bound thereby to all amendments made thereto the same as if the Employer was a party to said Declaration of Trust(s).

**Section 4**  
**UNION REPRESENTATION AND ACCESS TO JOBS**

Authorized representatives of the Union or of the Local Union having jurisdiction over the work to be performed shall have access to all jobs covered by this Agreement; provided, however, that such representatives shall not interfere with the Employer's employees during working hours.

**Section 5**  
**WORK STOPPAGES**

**5.1** The Union will not induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interfere with the flow of business in or out of places where the Employer is doing business, provided, however, the Union may strike where an Employer fails to pay wages in full and on time or when the Employer has been delinquent in payment of fringe benefits as required by this Agreement.

**Section 6**  
**SUBCONTRACTING**

The Employer agrees that it will not subcontract or sublet out any work covered in this Agreement to be performed at the site of construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is a signatory to this Agreement:

**Section 7**  
**OVERTIME, SAFETY AND WORKING RULES**

**7.1** Overtime pay shall be required for all hours in excess of the regularly scheduled workweek, as defined below.

**7.2** All overtime will be paid at one and one-half times the straight-time rate including vacation monies, except that work performed on Sundays or the following holidays will be paid at double the straight-time rate including vacation monies: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and the Friday after Thanksgiving and Christmas Day.

**7.3** The regular workday shall consist of eight (8) consecutive hours of work excluding a half-hour unpaid lunch period, between the hours of 6 a.m. and 6 p.m. Monday through Friday. A four-tens schedule may be utilized with prior approval of the Business Manager.

**7.4** The Employer shall have the right to make and revise from time to time safety and working rules which are not inconsistent with any of the terms of this Agreement.

**APPENDIX -B-  
HIRING HALL RULES & REGULATIONS**

**Section 1  
DELEGATION OF AUTHORITY**

In order to foster and maintain at all times a permanent pool of journeymen artisans and mechanics skilled in their trade and available to serve the requirements of the building and construction needs of the areas covered by this Agreement, the employer hereby delegates to the Union and the Union hereby accepts the exclusive privilege of exercising the authority of the employer so delegated in selecting applicants for employment within the bargaining unit.

**Section 2  
HIRING HALL**

**2.1** The Union shall establish non-discriminatory work registration and hiring facilities, which shall be the exclusive source of applicants referred to employment within the bargaining unit at the request of the employer party to this Agreement.

**2.2** Any charge of discriminatory conduct shall be investigated by the Appeals Board.

**Section 3  
HIRING HALL AREA**

A hiring hall shall operate within the defined geographical area of Local 26 jurisdiction.

**Section 4  
HIRING HALL COSTS**

The hiring hall shall be operated at the expense of the Union.

**Section 5  
METHOD OF OPERATION**

The hiring hall shall be open to all applicants who have demonstrated their competence and skill as journeymen in the plumbing and pipefitting industry. The hiring hall shall be non-discriminatory in that the selection of applicants for referral to work within the bargaining unit shall be not be affected by any aspect of union membership, policies, or requirements, except that a union member may be denied access to the hiring hall when he or she is not in compliance with the maintenance of membership provisions of Section 6 of the Labor/Management Agreement. It shall be the burden of the Union to establish that the denial of access to the established hiring hall register is consistent with the provisions of the Labor Management Relations Act.

**Section 6  
THE HIRING AGENT**

The hiring hall shall be under the direct supervision and control of the duly elected, qualified, and acting Business Manager or his assignee. For the purposes of this Agreement, this official may be referred to as the "Hiring Agent".

## **Section 7 HIRING FORMS**

The Union and Contractors shall adopt and publish all forms to be used in this hiring system, including but not limited to the following:

Form #1	Applicant's Registration
Form #2	Work Referral
Form #3	Employer's Termination
Form #4	Applicant's Re-registration
Form #5	Applicant's Request for Examination
Form #6	Appeal
Form #7	Employer's Work Order
Form #8	Applicant's Request for Vacation

## **Section 8 HIRING HALL RECORDS**

All hiring hall records are to be filed and maintained separate and apart from union records.

## **Section 9 APPEALS BOARD**

**9.1** Selection of Board Members: Within the geographic area served by the hiring hall there shall be established a permanent Appeals Board. The Appeals Board shall be composed of no less than two (2) members, one of whom shall be a contractor appointed by the MCA from within the geographic area, representing the employer. A second, selected by the Business Manager shall represent all applicants using the hiring hall irrespective of union membership. A third, called the "neutral member" shall be appointed on the basis of representing the public interest, when the need exists.

**9.2** Indemnification of Board Members: All members of the Appeals Board, including the neutral member, shall be indemnified and held harmless against any judgment, including court costs and attorney's fees incurred and/or paid for on behalf of the Appeals Board in defending any lawsuit, or other legal proceeding brought against the Board. Any loss, claim or damage which, if established, against any member or members of the Appeals Board or if incurred in the performance of his or their duties as such a member or members, shall constitute valid and collectible loss sustained by either the employer or the Union, as the circumstance may dictate.

## **Section 10 EXAMINATIONS**

**10.1** The Examining Board shall be requested to examine otherwise qualified applicants by the Hiring Agent on a standard form (Form #5).

**10.2** In the conduct of required examinations, the Board will utilize standard tests, which may be oral, written or manual, or a combination of any of these, for the purpose of determining the degree of skill, training and competence the applicant possess. Examination results will be graded and forwarded to the applicant and the Hiring Agent within twenty-four (24) hours from the date of examination.

**10.3** If any individual should fail the first examination, he must wait a minimum of thirty (30) days before taking a second

exam. If an individual should fail a second examination, he must wait a minimum of sixty (60) days before taking a third exam. If an individual should fail a third exam, he must wait a minimum of ninety (90) days for every failed test thereafter. The Examining Board shall be paid by the applicant an established fee, which shall be collected by the Hiring Agent for the Examining Board.

## **Section 11 APPEALS**

**11.1** Hiring hall lists are posted at the Hiring Hall. It is the obligation of the applicant to verify that his name appears on the correct list, showing registration at the correct date and time. Any mistakes appearing on the list must be brought to the attention of the dispatcher within one week of registration. All grievances must be registered at the business office, within five (5) working days of the alleged offence, in writing. No other allegations shall be considered.

**11.2** The Appeals Board shall either hear or otherwise adjudicate all grievances asserted against the Hiring Hall, including but not limited to grievances arising out of work registration, work referrals, and the preparation of the referral registration lists. No grievance for out-of-order referrals due to mistaken placement on the hiring list shall be considered where the applicant did not verify his place on the hiring list and notify the dispatcher of the mistake within one week of his registration on the list.

**11.3** The Appeals Board shall hear all properly filed appeals in as timely a manner as is possible within the confines of Section 9.

## **Section 12 THE HIRING LIST**

**12.1** All applicants for work must be classified by the Hiring Agent either on the "A" list, the "B" list, the "C" list, or the "D" list as established by the Union.

**12.2** Local 26, MCA and signatory Employers agree to adopt the necessary hiring hall changes should a jointly developed journeyman training program that provides hiring incentives for those applicants that participate be established.

### **12.3 "A" LIST APPLICANTS**

The "A" list applicants shall be all those registered available for work who have had five (5) or more years \*experience at the trade within the territorial jurisdiction of the applicable hiring hall.

\*Experience shall mean that the registrant must have had a minimum of five (5) years of reasonably and continuous employment at the trade prior to registration. Reasonably and continuous employment shall mean a minimum of 1500 hours during a calendar year

### **12.4 "B" LIST APPLICANTS**

The "B" list applicants shall be all those registered as available for work who have had five (5) or more years \*experience at the trade within the territorial jurisdiction of the Washington State Association provided their home local reciprocates the same privileges.

\*Experience shall mean that the registrant must have had a minimum of five (5) years of reasonably and continuous employment at the trade prior to registration. Reasonably and continuous employment shall mean a minimum of 1500 hours during a calendar year

## **12.5 "C" LIST APPLICANTS**

The "C" list applicants shall be all those registered as available for work who have had five (5) or more years \*experience at the trade outside the jurisdiction of the Washington State Association but whose home work area has a common bond with the Washington State Association and this Local Union.

\*Experience shall mean that the registrant must have had a minimum of five (5) years of reasonably and continuous employment at the trade prior to registration. Reasonably and continuous employment shall mean a minimum of 1500 hours during a calendar year

## **12.6 "D" LIST APPLICANTS**

The "D" list applicants shall be all those registered as available for work who have had five (5) or more years experience at the trade outside the scope of the "C" list applicants.

\*Experience shall mean that the registrant must have had a minimum of five (5) years of reasonably and continuous employment at the trade prior to registration. Reasonably and continuous employment shall mean a minimum of 1500 hours during a calendar year.

### **Section 13 HIRING PROCEDURE**

**13.1** The employer may call by name from the "A" List the first two (2) employees dispatched to each project. Work located at the same jobsite is considered a separate project if that work is at least five hundred (500) U.A. man hours.

Additionally, on a company wide basis the employer may call by name 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 will be filled by the first available qualified person from the "A" List. There shall be no accumulation of calls by name.

**13.2** The Employer may select by name from the "A" list the necessary supervision required. Employees hired as supervision must possess the required qualification skills. When an applicant is referred under this section, the employee shall maintain foreman or general foreman status for the duration of his/her employment. Employees dispatched as supervision under this section shall not be considered a call by name as described in 13.1.

### **Section 14 ROTATIONAL PREFERENCE**

**14.1** In all instances where the employer does not exercise his right to select applicants under the rules established hereby, referral to work shall be in the order in which their names appear on the "A" list by the Hiring Agent. When the "A" list is exhausted, applicants shall be referred to work under similar procedures by the Hiring Agent from the "B" list. When both the "A" list and the "B" list are exhausted, applicants shall be referred from the "C" list. When "A", "B", and "C" lists are exhausted, applicants shall be referred from the "D" list.

**14.2** Under the rules of this agreement employees shall be terminated for lack of work on a project by project basis in reverse order of hire, D, C, B, then employees from the A list.

### **Section 15 HIRING HALL PROCEDURES**

**15.1** The hiring hall shall be open from 8:00 a.m. to 12:00 noon and 1:00 PM to 5:00 PM Monday through Friday. Dispatch hours shall be from 1:00 PM to 5:00 PM Monday through Friday. In cases of emergency as determined by the Business

Manager and the MCA, dispatch hours may be modified to meet any additional future needs.

If because of an emergency it becomes necessary to dispatch employees outside of regular hiring hall dispatch hours, the dispatcher shall dispatch in order those registered on the referral lists. Those applicants unable to be contacted, or who refuse the call, will not be charged for the work rejection. Those applicants able to be contacted shall be dispatched to the contractor requesting employees. Those applicants dispatched during this time shall perform the emergency work only, and upon completion of said work, shall return to the hiring hall.

**15.2** All applicants shall provide all of the necessary documentation to the hiring agent to prove US citizenship or prove US employment authorization. No applicant will be dispatched who is not authorized for US employment.

**15.3** Any applicant seeking work within the established bargaining unit shall register his/her availability by completing and filing with the hiring hall a registration form (Form #1). Other than supplying the usual employment data, the applicant shall designate all trade skills such as plumber, fitter, refrigeration fitter or welder. The applicant may list those special skills in which he holds certificates showing satisfactory completion of journeyman training courses or current certification cards. Applicants shall be placed on the hiring hall register between the hours of 8:00 AM and 12 noon Monday thru Friday.

**15.4** At the time of registration all applicants must elect the zones in which he or she is seeking work. The applicant may elect any zone or combination of zones. The work zones shall encompass the following areas.

Zone 1: Whatcom County

Zone 2: Skagit and San Juan Counties

Zone 3: Snohomish and Island Counties

Zone 4: Kitsap and Mason Counties

Zone 5: Pierce, Lewis and Thurston Counties

Zone 6: Grays Harbor, Pacific and Wahkiakum Counties

Zone 7: Cowlitz, Skamania and the northern tip of Clark Counties

**15.5** Where it appears from the applicant's registration that the applicant has served an apprenticeship at the trade under any system acceptable to the US Bureau of Labor Standards; or, in the alternative, has had not less than five (5) years of experience in the plumbing and pipefitting trade and has passed any standard examination determinative of the degree of skill and training possessed, the applicant shall be placed on the appropriate hiring hall register in the order of registration. 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 trade, skill and competency qualifications.

**15.6** No applicant shall register work availability at more than one hiring hall during any one period of unemployment. Violators of this rule shall be placed at the bottom of the lengthier of the hiring registers of the two or more hiring halls at which he may have registered for the first offense. For a second offense, the applicant shall be summoned before the Appeal Board who shall determine if the applicant should be suspended from all hiring hall registers, and for what period of time.

**15.7** No applicant may register for any person other than himself. All registration must be in person, except as stated in Section 15.3.

**15.8** Any applicant unable to prove submittal to an examination at any time designed to determine his skill and competence, shall not be placed on the hiring hall register irrespective of training and experience. Said applicant shall be directed to the Examining Boards for the examination as required by this Agreement (Form #5). At the time of filing his request with the Hiring Agent, the applicant requesting examination shall pay the standard examination fee. The fee shall be used to defray the expenses of the examination. The applicant's name shall not be added to the hiring hall register until the Hiring Agent shall have received the written notification of the Examining Board that he has successfully passed the examination.

**15.9** The applicant may specify the type of examination he requires to establish a specialized skill. In the event the

applicant limits the examination to a special skill, the successful completion of the examination shall operate to limit the applicants work availability to that skill. In the event an applicant requests any additional examination for any reason, the standard examination fee shall accompany each request.

**15.10** In instances where it appears that a position has been obtained on the hiring hall register through fraud, misrepresentation, or other questionable means; the Hiring Agent shall refer the matter to the Appeals Board. If the applicant is found to be guilty of fraud or misrepresentation, the Appeals Board shall establish the penalty to be imposed in accordance with the severity of the offense. Penalties may range from down grading on the hiring register through suspension for a specific period of time.

**15.11** Any applicant who has been suspended from the hiring hall register shall re-register his availability at the end of the suspension period. His name shall then be placed at the bottom of the register.

**15.12** Any applicant, whose name has 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 of circumstances relied upon by the petitioner in seeking reinstatement to the hiring hall register. The petition shall be addressed to the Appeals Board and Hiring Agent.

## **Section 16 PHYSICAL AVAILABILITY FOR WORK**

**16.1** Each applicant must be physically available for work offers within twelve (12) hours after a call as a condition of retaining his respective position on the hiring hall register. Failure to be available within the time specified shall be charged against the applicant as a work rejection.

**16.2** **Illness or Injury:** 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 position. Upon obtaining a written release from his medical attendant, the applicant shall report that fact to the hiring agent for the purpose of work referral. It shall be the burden of the applicant to prove physical disability in order to retain his position on the hiring hall register.

**16.3** **Vacation:** Under this section, to take the burden of proof off the dispatcher, there will be a vacation form made available (Form #8). The vacationing member will fill in the dates that he intends to be on vacation and sign the form. This form must be used if a member is to be immune from receiving a rejection of work during the vacationing time period. Any applicant electing to apply for and receiving a vacation shall not thereby lose his place on the hiring hall register. Applicants shall be allowed up to three (3) weeks annual vacation to be taken a minimum of five (5) days consecutively.

**16.4** **Employer Work Orders:** Upon request by the employer for men from the hiring hall, the Hiring Agent shall refer competent and qualified men whose trade classification is indicated on the applicant's basic registration form #1.

## **Section 17 WORK REFERRALS**

**17.1** An applicant shall be referred to work in the order of position on the hiring hall register either as a journeyman, apprentice, trainee or helper except in those instances where the employer calls for an applicant by name or specifies a special skill, which requires an examination or certification.

**17.2** The hiring agent agrees to refer competent, skilled, qualified and experienced applicants to the Employer within seventy-two (72) hours of the Employer's request, exclusive of Saturdays, Sundays and Holidays, after which time such request shall be considered canceled and the Employer may employ applicants from any source. Section 6 Union Security, of the Labor Management Agreement shall apply.

**17.3** Work referrals shall be made in triplicate on a work referral (Form #2). The applicant shall receive two copies of the work referral, one of which he will present to the employer and the other to the steward. The steward shall endorse the time and date of the applicant's reporting on his copy, which shall be returned to the Hiring Agent within forty-eight (48) hours. Referrals electronically transmitted shall be copied by the employer and provided to the shop steward.

**17.4** The Hiring Agent shall make work calls to the telephone number supplied by the applicant at the time of registration. It shall be the responsibility of the applicant to provide their current telephone number.

**17.5** If the applicant supplies no telephone number, it shall be the applicants' responsibility to keep him or herself available for work referrals by the Hiring Agent. Applicants on the hiring hall register shall be available for work referral during the dispatch hours as posted in the hiring hall.

## **Section 18 MAINTENANCE & LOSS OF POSITION ON HIRING HALL REGISTER**

**18.1** Length of Work: Any applicant dispatched from the hiring hall list that accepts work for a period of forty (40) hours or more of continuous employment (excluding Saturdays, Sundays, and holidays) shall thereby lose their position on the hiring hall register. Applicants may accept two (2) calls of less than forty (40) hours without loss of position. Upon accepting a third (3rd) call, applicants will be removed from the list and must re-register at time of termination. Upon termination, applicants must re-register within twenty-four (24) hours: Saturdays, Sundays and Holidays are excluded.

**18.2** If the applicant fails to meet the jobsite requirements in place on the project the applicants name shall be stricken from the hiring hall register for a period of fifteen (15) days for the first offense; thirty (30) days for the second offense; for the third offense the applicant shall be summoned before the Appeal Board for appropriate action. After the suspension period the burden of re registration shall be borne by the applicant.

**18.3** Any applicant who has accepted a work referral and thereafter is unable to report at the time and place ordered shall notify the Hiring Agent at least twelve (12) hours in advance of his inability to report as referred as a condition of retaining his/her position on the hiring hall register.

**18.4** Applicants failing to report as referred, without documentation shall be placed at the bottom of the hiring hall register for the first offense. A second offense shall be sufficient reason for the Appeal Board to summon the applicant to appear before it for the purpose of showing cause why his/her name should not be suspended from the hiring hall register.

**18.5** Voluntary Quits or Termination for Cause: Every applicant who accepts a work referral and thereafter quits or is terminated for cause shall not be permitted to retain his/her position on the hiring hall register, but must re-register his/her availability at the hiring hall.

**18.6** Work Rejection: Any applicant may reject two (2) offers of work made by the Hiring Agent without losing his/her position on the hiring hall register. After a third (3rd) rejection of employment the applicant's name shall be placed at the bottom of the hiring hall register unless documentation is provided to prove injury, illness, or other emergency. The burden of providing documentation shall be the applicants. (For the purpose of this subsection an applicant who has limited his availability to a special skill shall not be charged with a work rejection for refusing a work referral to employment outside of the applicants registered specialty.)

**18.7** Any applicant rejecting work within the classification he/she is registered and within the zone or zones selected by the applicant on Applicant Registration form #1 will be charged with a work rejection and if called for the same contractor for a separate future work order, will have the opportunity to accept or reject.

**18.8 Work Termination:** On the date of termination or severance of any applicant from the employ of any employer, the employee shall be given a termination form (Form #3), which shall state the reason for termination: e.g., reduction in force, voluntary quit, discharge for cause, etc. If the applicant desires to re-register for work at the hiring hall he/she shall present to the Hiring Agent the termination form at the time of registration. Employees terminated with an "ineligible for rehire" are ineligible for rehire to that employer for thirty (30) days. The Employer shall notify the union and employee in writing stating the reason and duration for ineligible for rehire periods in excess of thirty (30) days.

**18.9** Any applicant who is registered on the "A" list and takes a travel card to seek employment in another Local Union, upon returning his travel to is his home Local Union, will be placed on the "A" list according to the last date and time of registration as shown by his last registration form #1.

## **Section 19 DEFINITIONS**

For the purpose of these hiring hall rules and procedures above, the following terms are defined as follows:

**19.1 Applicant:** Any person available for work within the bargaining unit and duly registered as available for work with the hiring hall.

**19.2 Available for Work:** Declaration by any applicant that he/she is available for work and is ready, able and willing to accept immediately any suitable work at his/her trade which may be offered to him through the hiring hall.

**19.3 Employer:** The employer signatory to the Labor/Management Agreement of the Plumbing & Pipefitting Industry, or any other employer of the Plumbers and Fitters working within the area covered and party to a valid, exclusive, non-discriminatory hiring agreement with the United Association or any component thereof.

**19.4 Suitable Work:** Work offered within the customary occupation of the applicant which meet the trade skills and zone selections as provided by the applicant in accordance with registration form #1.

## **Section 20 SAVING CLAUSE**

If any term or provision of these hiring hall rules and procedures as adopted and published should, in operation or interpretation, discriminate against the Employer, or applicant, or against any person because of Union or Non-Union membership, or is found to be illegal by the National Labor Relations Board, or by any court of competent jurisdiction, that term or provision shall be immediately suspended, pending proper review and necessary revision.

## **Section 21 POSTING**

Section 6 of the Labor/Management Agreement, Plumbers & Pipefitters Industry, together with these hiring hall rules and procedures shall be made available at the hiring hall or upon request.

## **APPENDIX -C**

**The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.**

### **ROCHESTER DECISION**

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters, and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, 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 bathrooms, toilet room and shower room accessories; i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc. (Refer to June 29, 1965, Jurisdictional Agreement between the UA and Carpenters International Union.)
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 standpipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, super heaters, regardless of the mode or methods of making joints, hangers and erection of same.
19. All internal and external piping of boilers, heaters, tanks and evaporators, water legs, water backs, and water grates,

boiler compound equipment, etc.

20. All soot blowers and soot collecting piping systems.

21. The setting, erecting, and piping for all smoke consuming and smoke washing and regulating devices.

22. The setting, erecting, and piping of instruments measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigeration, 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 underfed 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 conveyer 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 tanks, transfer pumps, 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, chemical, or any other method.

33. All piping, setting, and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, and dehydrating, by any method, and the charging, testing, and servicing of all work after completion.

34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers, and boilers and cooling utensils, etc. of every description.

36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.

37. All process piping for refining, manufacturing, industrial, and 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, the setting and erection of bolts, inserts, stands, brackets, supports, (including all structural supports for rooftop heating and cooling equipment) sleeves, thimbles, hangers, conduits 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 lines for gas, oil, gasoline, fluids, and liquids, water aqueducts, water lines, and booster stations of every description.

43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other method or mode 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 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 Journeyman Members of the United Association.

49. All piping for cataracts, cascades (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 purpose.

50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe usable in the pipefitting industry, regardless of size or shapes.

51. All lead flashings shall be manufactured exclusively by Members of the Union. Lead flashings will be allowed to be fabricated in any shop and shall be allowed to be installed anywhere in the State by UA Members.

52. The fabrication and installation of all equipment stands, pipe supports, seismic restraints, brackets, and hangers of every description that are not standard catalog items.

A. The above 52 points are subject to Rulings of the Joint Board of Impartial Jurisdictional Disputes.

MECHANICAL EQUIPMENT SERVICE  
AND  
MAINTENANCE AGREEMENT

ZONES 1, 2, 3 & 4

**UNITED ASSOCIATION OF JOURNEYMAN  
AND  
APPRENTICES OF THE PLUMBING  
AND  
PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA**

Local Union 26  
Effective 6/1/02 thru 5/31/06

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This appendix by this reference is made a part of the U.A. Local 26 Master Labor Agreement, which is effective June 1, 2002 through May 31, 2006, and establishes the exceptions for Commercial and Residential Service and Maintenance for HVAC, Plumbing and Refrigeration Systems within zones 1, 2, 3 and 4.

WHEREAS, the Employer is a contractor engaged in activities within the scope of work defined by this Agreement:

WHEREAS, the Employer has employed, now employs, and will employ employees represented by the Union for the performance of such work;

WHEREAS, the parties recognize that local or area mechanical service and maintenance agreements have been or will be entered into and such agreements will provide wage rates, fringes and working conditions that are competitive; and

WHEREAS, the parties desire to provide for the training of employees represented by the Union in the mechanical equipment service and maintenance field and to establish stable and harmonious labor relations to the end that essential service and maintenance functions will be performed without interruption for the industry and the public.

NOW, THEREFORE, the parties and the Union, in consideration of the promises and covenants set forth in this Agreement, agree as follows:

## **ARTICLE I**

### **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Mechanical Equipment Service Journeymen who are hereinafter called "Service Journeymen", all Mechanical Equipment Servicemen who are hereinafter called "Servicemen", all Mechanical Equipment Service Apprentices hereinafter called "Service Apprentices", and all Mechanical Equipment Service Tradesmen who are hereinafter called "Tradesmen" and any other service and maintenance classifications designated by this Agreement or any supplemental agreements for employees engaged in the work described in this Agreement other than supervisors as defined in the National Labor Relations Act, as applicable, in the employ of the Employer in respect to wages, hours, and other terms and conditions of employment, on any work in the mechanical equipment service and maintenance industry described in this Agreement.

## **ARTICLE II**

### **UNION SECURITY**

All members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. Employees in all classifications covered by this Agreement and hereinafter employed by the Employer shall become members of the Union on the earliest date provided by applicable federal law after their employment, or the date of signing of this Agreement by the Employer, whichever is later. This article shall be effective to the extent permitted by applicable state and federal laws.

Where it is required under local agreement provisions that a shop steward be appointed from the Employer's work force, the Employer shall be notified in writing by the local union business manager of the appointment. Stewards shall be qualified workmen performing work of their craft and shall exercise no supervisory function. There shall be no non-working shop stewards. Provisions of this paragraph and union rules affecting stewards shall be applied only to those stewards of whose appointment the Employer has received written notification from the local union business manager.

### ARTICLE III

#### UNION REPRESENTATION AND ACCESS TO JOBS

Authorized representatives of the Union shall have access to the work where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Employer's employees, customer's employees, or cause them to neglect their work, and further provided such Union representative complies with customer rules.

### ARTICLE IV

#### GEOGRAPHICAL TERRITORY AND TRADE JURISDICTION

This Agreement shall be effective within the territorial jurisdiction of Local 26 and shall apply to any other area assigned by the United Association, be it temporary or permanently. If the territorial jurisdiction of Local 26 is modified, the area shall remain under this Agreement until expiration. The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to Local 26 by the United Association and includes all of Island, San Juan, Skagit, Snohomish, and Whatcom, San Juan, Kitsap, Mason, Pierce, Lewis, Thurston, Grays Harbor, Pacific, Cowlitz, Clark (northern tip, including city of Woodland), Skamania and Wahkiakum Counties.

This addendum shall cover all service work of plumbing, heating, air conditioning, refrigeration, process and power piping systems, and all other work on items identified in Article III of the Local 26 Master Labor Agreement. **It is not the intent of this Agreement that it be used for industrial work, plant expansions, or new construction work of any kind except as noted in article V** but rather to enhance the competitiveness of those firms regularly performing Service Work as a part of their routine business.

## **ARTICLE V**

### **SCOPE OF WORK MECHANICAL SERVICE AND MAINTENANCE**

This Agreement shall apply to and cover all work described below by the Employer and all its subsidiaries and branches performing work within the territorial jurisdiction of Local Union 26.

This Agreement covers the rates of pay, fringe benefits, hours and working conditions of all Service Journeyman, Servicemen, Service Apprentices and Tradesman, engaged in the performance of mechanical service and maintenance work normally performed by outside contractors, either by contracts or on an emergency call basis, who are equipped to handle all work relating to mechanical service and maintenance of all air conditioning, heating, ventilating, building automation, refrigeration, plumbing and/or piping systems or any other newly installed, remodeled or redesigned mechanical piping system and component thereof, including but not limited to, boilers, pumps, refrigeration equipment, fan coils, cooling towers and controls. Service and maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, altering, overhauling, dismantling, reconditioning, replacing, modifying, renovating, evacuating, charging, inspecting, operating, starting, calibrating and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned by the Employer by the customer in a currently operating facility. Temporary installed systems are to be considered service work.

Any other work in the control of the Employer signing this Agreement that falls within the jurisdiction of the union, but not in the scope as outlined herein as being operation or service and maintenance, shall be done in accordance with the Local 26 Building Trades Master Agreement.

Non-bargaining unit employees of the Employer or the Employer's vendors or contractors may perform work of a technical nature related to testing, monitoring, and diagnosing performance problems, computer and communication systems or for the purpose of instruction and training.

## **ARTICLE VI**

### **SCOPE OF WORK AMMONIA, CRYOGENIC AND SUPERMARKET REFRIGERATION SYSTEMS**

This article shall apply to the installation of all new or add-on Ammonia Refrigeration Systems, Cryogenic Cold Box Systems and Supermarket Refrigeration Systems; including fabricating, assembling, erecting, installing, and the handling, unloading, distributing, reloading, tying-on, and hoisting of all piping materials, appurtenances and equipment used in connection with the installation of such systems by any method, including all hangers and supports of every description.

The installation described in this Article must be performed in accordance with the Local 26 Master Agreement, including working hours, rates of pay, fringe benefits and other applicable terms and conditions.

When an employee is assigned to work covered by this Article outside his home local union, and when the basic hourly Building Trades Journeyman and Apprentice rates differ from those of his home local union, the higher shall apply.

Within the scope of this Article, all sections of this Agreement shall apply except any reference to Mechanical

Equipment Service Journeymen, Mechanical Equipment Servicemen, Mechanical Equipment Service Apprentices, and Mechanical Equipment Service Tradesmen shall be deemed to mean Building Trades Journeymen and Apprentices.

## **ARTICLE VII**

### **SUBCONTRACTING**

In order to secure work for employees working for the Employer under this Agreement, and in order to protect wages and working conditions of such employees, the Employer shall make every reasonable effort to overhaul all machinery and equipment with employees covered by this Agreement, however, the Employer reserves the right to subcontract any or all work referred to herein, after reasonable documented effort has been made to perform the work with employees covered by this or the Local 26 Master Agreement.

The Union and the Employer understand the customer may, at his discretion, choose to perform or directly subcontract for any or part or parts of the work herein described. The Employers obligation under this Agreement refers only to that work that the Employer has contracted to perform.

## **ARTICLE VIII**

### **MANAGEMENT RIGHTS**

The management of the Employer's business, including but not limited to the direction of the working force, the right to hire, to plan, direct, control, and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities is the sole and exclusive prerogative and responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer.

The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer, discipline, or discharge for cause in line with this Agreement.

## **ARTICLE IX**

### **CLASSIFICATION OF EMPLOYEES**

Mechanical Equipment Service Journeymen must be skilled craftsmen in their trade, and have a minimum of five (5) years actual, practical working experience as a Serviceman in the plumbing and pipefitting and/or mechanical equipment service and maintenance industry. He may be requested to satisfactorily pass an examination as to his special skill. He shall be allowed to perform all of the work covered under this Agreement including, but not limited to, all the scope of work set forth for Servicemen, Service Apprentices and Tradesman.

Mechanical Equipment Servicemen must have a minimum of five (5) years actual, practical working experience in

the mechanical equipment service and maintenance field. He may be required to satisfactorily pass an examination as to his special skills. His scope of work shall include service and maintenance of all commercial refrigeration, air conditioning and heating equipment including rooftop units of all sizes, low pressure steam and hot water boilers, all package air handling units, all air and water systems, control systems and built up refrigeration and air conditioning systems, excluding repair of centrifugal, absorption, open-drive screw chillers and ammonia refrigeration systems. Mechanical Equipment Servicemen may assist Mechanical Equipment Service Journeyman in the repair of centrifugal and absorption machines, open-drive screw chillers and ammonia systems for the purpose of training in these technical skills.

Mechanical Equipment Service Apprentices shall be governed by the Local 26 JATC, except that they shall, after their first year of apprenticeship, be allowed to perform all work limited only by their capabilities, as defined as being work in the mechanical equipment service and maintenance field, and they shall be under the direction of a qualified Serviceman or Service Journeyman.

Mechanical Equipment Tradesman must be qualified to perform and shall be allowed to perform the work listed below.

All routine maintenance and inspections regardless of size or location of the mechanical equipment being inspected or maintained, where this work is done as a periodic routine service, inspection and maintenance procedure by the Employer such as:

1. Systems operation under contract with customer
2. Filter changing and maintenance thereof
3. Oil and greasing
4. Belt adjusting or replacement
5. Cleaning of cooling towers, coils, evaporator and condenser tubes and water treatment
6. General housekeeping on the jobsite
7. Cleaning and routine maintenance of;
  - Solar energy equipment
  - HVAC power electronics control devices; and
  - Building controls
8. Indoor Air Quality (IAQ) related work including;
  - Duct systems
  - Drain pans
9. Service, maintenance and replacement of all residential equipment and appliances
10. In an area where a problem exists with non-union competition, the assignment of tradesmen duties may be adjusted to meet local conditions.

## **ARTICLE X**

### **TEMPORARY SHIFT WORK CONDITIONS**

When so elected by the Employer, multiple eight (8) hour shifts, on a temporary basis, may be worked. When two (2) or three (3) shifts are worked the first eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second and third eight (8) hour shifts shall each be paid at a rate not to exceed 15% above the straight time hourly rate of pay. Temporary shifts shall be for a minimum of five (5) consecutive days.

All time worked before and after the regularly established shift hours in any twenty-four (24) hour period, Monday through Saturday inclusive, shall be at rate not exceed time and one-half of the employee's regular shift rate of pay. Time worked on Sunday and holidays shall be paid at a rate not to exceed double time of the employee's regular shift rate of pay.

## **ARTICLE XI**

### **PERMANENT SHIFT WORK CONDITIONS**

For plants, complexes and/or projects, a four-cycle shift system may be operated when work is performed on a seven (7) day continuing basis. The names of those men employed on permanent shifts will be published, showing shift rotation and the working shift or the days off for each man, for a period of at least three (3) months.

The shift rate premium for the second shift shall not exceed 10% of the first shift rate and the shift rate premium for the third shift shall not exceed 15% of the first shift rate.

The standard workday under permanent shift working conditions shall be eight (8) hours of continuous employment, including a one-half (1/2) hour paid lunch. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per day and all time worked on either one of the two scheduled off days shall be paid for at a rate not to exceed time and one-half

## **ARTICLE XII**

### **HIRING AND USE OF MEN**

Local Union 26 shall serve as the exclusive hiring agent for all employees performing work covered by this Agreement. Upon the request of the Employer, Local 26 agrees to furnish at all times to the Employer duly qualified Mechanical Equipment Service Journeymen, Servicemen, Service Apprentices and Tradesmen, including Journeymen with special skills, where applicable, in a sufficient number, as determined by the Employer to properly execute all work covered by this Agreement.

In the event Local 26 is unable to provide the requested number of qualified and competent Service Journeymen, Servicemen, Service Apprentices or Tradesmen and other employees as herein described, Local 26, upon the request of the employer, agrees to make every effort possible to obtain additional qualified manpower from other Local Unions within the State of Washington.

If Local 26 is unable to supply competent and skilled Employees satisfactory to the Employer within forty-eight (48) hours, the Employer may hire such persons wherever available, subject to the provisions of Article II and train such men to perform the work required. It is understood that consideration for such employment and training shall be given to Employees with previous experience in the plumbing and pipefitting industry and/or the mechanical equipment service and maintenance industry.

The Employer shall retain the right to reject any applicant referred by the Union. The Employer shall retain the right to terminate any employee for just cause providing the Employer so states in a termination notice.

The selection of applicants for referral to jobs shall be on a nondiscriminatory basis, and shall not be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provision, or by and other aspect or obligation of union membership, policy or requirement; no distinction in treatment should be made based on religion, color, age, national origin, sex, handicap status, Vietnam era, or disabled Veteran's status, or on any other basis prohibited by law.

The Employer may, with mutual agreement of the Union, hire probationary Employees, for a period not to exceed six months, for the purpose of evaluating the capabilities of the employee. The ratio of probationary Employees shall be determined on a case by case basis.

The Employer may use the Mechanical Equipment Servicemen for initial start-up of newly installed systems, provided the working hours, fringes, conditions and rate of pay is adhered to for this type of work as stipulated in the Local 26 master agreement.

Crew make-up shall meet the minimum ratio of one (1) Service Journeyman for each three (3) Servicemen and/or Service Apprentices employed. The first employee may be a Serviceman with the 2nd, 6th, 10th, etc. consisting of Service Journeymen.

The Employer shall be permitted a ratio of two Service Apprentices for the first five Service Journeymen and/or Servicemen, and then permitted an additional Service Apprentice for every five Service Journeymen and/or Servicemen employed. Every Service Apprentice shall be under the supervision of the Local 26 Joint Apprenticeship and Training Committee until his training is satisfactorily completed.

The need for, designation of and the determination of the number of employees and foremen, if any, is solely the responsibility of the Employer. The Employer's salaried personnel may handle all dispatching and assignment of duties.

## **ARTICLE XIII**

### **WAGES, BENEFITS AND HOURS OF WORK**

Eight (8) consecutive hours per day shall constitute a standard workday with a flexible starting time between 6:00 am. and 10:00 a.m. Forty (40) hours per week, five (5) consecutive days, Monday through Saturday, shall constitute a week's work.

A four ten-hour day (4/10's) work schedule may be established consisting of four consecutive days Monday through Saturday. When utilizing a four ten schedule the fifth and sixth day worked shall be at the rate of time and one half. A three twelve-hour day (3/12's) work schedule may be established consisting of three consecutive days Monday through Saturday. Employee's working this shift shall receive wages and benefits equal to forty hours per week. When utilizing a three twelve schedule the fourth, fifth, and sixth day worked shall be at the rate of time and one half.

The Employer shall determine for any employee the starting and quitting time of a normal established workday of eight (8) hours with an unpaid lunch period not to exceed one (1) hour.

All time worked before and after the established work day of eight (8) hours, Monday through Saturday and all non-scheduled emergency work performed on Sundays shall be paid at the rate of time and one-half All scheduled time worked on Sunday and all work on holidays shall be paid at the double-time rate.

For all Employees covered by this Agreement, wage rates, workmen's compensation, hours of work, shifts, shift premiums, overtime, overtime premiums, reporting pay provisions, pay differentials and contributions or deductions for plans, programs, or funds, for union dues, pensions, health and welfare, training, vacations and holidays, supplemental unemployment benefits, sick pay, severance pay and industry promotion shall be in accordance with the Local 26 Master Agreement unless expressly modified by the terms of this Agreement.

In agreeing to pay to fringe benefit funds for employees established in local mechanical equipment service and maintenance agreements, the Employer hereby adopts and agrees to be bound by the written terms of such legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of such Trust funds. The Employer authorizes the parties to such local Trust agreements to appoint Trustees and successor Trustees to administer the trust funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer. Employers utilizing this agreement are required to make contributions to those same Trusts and funds as established in the Local 26 Master Agreement. Employers utilizing this Agreement are not required to assign their bargaining rights or become a member of any employer group or association as a condition for making such contributions.

Mechanical Equipment Service Journeymen - Rate of pay and fringes shall be the same as those negotiated for the Light Commercial package contained in the Local 26 Master Agreement.

Mechanical Equipment Servicemen - Rate of pay and fringes shall be the same as those negotiated for the Residential package contained in the Local 26 Master Agreement.

Mechanical Equipment Service Apprentices - Rate of pay and fringes shall be the same as those negotiated for the Residential apprentices contained in the Local 26 Master Agreement.

Mechanical Equipment Tradesmen - Rate of pay and fringes shall be the same as those negotiated for the Residential Helper contained in the Local 26 Master Agreement.

Probationary Service Employees - The Employer is free to establish the rate of compensation for each individual Probationary Service Employee based on experience and training.

Payday shall be once each week no later than the fifth day following the end of the Employer's weekly payroll period. However, if mailed, Employers will mail such checks no later than the third working day following the end of the Employer's weekly payroll period. Employees are to be paid at the option of the Employer and signed permission of Employee in cash, by electronic or automatic deposit or negotiable payroll check. When employees are laid off or discharged, they shall be immediately paid all wages due.

The recognized holidays within the terms of this Agreement shall be as provided for in the Local 26 Master Agreement.

When an employee is assigned to work service and maintenance work outside his home Local Union, and when basic hourly mechanical service and maintenance agreement rates differ from those of his home Local Union, and do not conflict with this Agreement, the home Local Union wage will be paid for the first five (5) consecutive days and thereafter the higher rate shall apply.

No employee shall receive any change in Union classification or any reduction in basic wage rate or fringes in their present employment as a result of this Agreement.

When an employee reports for work during the regular work day and is not given the opportunity to work, and was

not notified before the completing of the previous day's work, he shall be paid two (2) hours reporting time. When an employee has started to work in the morning he shall be paid not less than four (4) hours pay and for actual hours worked after the first four (4) hours.

When the Employer finds it necessary to assign an Employee to be on call, it shall be on a weekly rotational basis and be shared by all qualified personnel. The on-call serviceman shall service any customer who requests service, within the framework of the Employer's policy. The on-call Serviceman shall be provided a company vehicle to drive to and from work and all phones, pagers, or fax machines required to perform his duties. On-call Servicemen may be divided into two groups, plumbing service and hvac/refrigeration service at the Employers option.

## **ARTICLE XIV**

### **UNIFORMS AND TOOLS**

When special uniforms are required by the Employer, the Employer shall supply such uniforms.

The employee shall keep himself, his equipment and his company-owned vehicle in a neat, clean, and safe condition within his control.

Employees shall be responsible for tools, equipment, vehicles, instruments, etc., supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc. Establishment of carelessness or negligence on the part of the employee shall make the employee liable for replacement of lost or stolen tools.

## **ARTICLE XV**

### **TRAVEL AND SUBSISTENCE**

Men referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight the employee shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts.

It is the intent of this paragraph that the Employer shall provide the employees with a company vehicle when necessary in the performance of their duty. Employees reporting to the jobsite in their personal vehicle shall receive the same compensation for travel per Section 25 of the Local 26 Master Agreement.

All employees that drive company vehicles will be required to maintain a valid drivers license while in the employ of the Employer and the Employer shall have the right to check the validity of such drivers license at its discretion in accordance with the company policy.

All travel time, in excess of reasonable commuting time, before and after and employee's normal work hours shall be paid for at straight time, and such travel shall not be considered hours worked and the pay therefore shall not be considered as pay for hours worked.

Reasonable commuting time shall be that time required for the employee to travel to and from job assignments

within a 50 mile radius of his established residence (normally the Employer's local office or a designated point to which the employee is permanently assigned).

## **ARTICLE XVI**

### **NO STRIKE, NO LOCKOUT**

Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its international and Local officers and representatives to end any unauthorized interruption of work. The Employer will not lockout any of the employees covered by this Agreement. The parties agree that, all disputes will be settled per Section 11 - Grievance and Arbitration Procedure - of the Local 26 Master Agreement. Due to the nature of the Mechanical Equipment and Service Industry, and to the sensitivity of our mutual clients to work stoppages of any description, the following is agreed to: This appendix shall run concurrently with the Master Labor Agreement, however, that there shall be no strike or lockouts allowed under this appendix. In the event of a failure to negotiate and ratify the terms and conditions of a successor appendix within ninety days after the ratification of a new Master Agreement, then the matter shall be presented for determination to the Industrial Relations Council of the Plumbing and Pipefitting Industry (or suitable successor operation) for settlement. Pending decisions of the Council, the employees shall continue to work under the terms and conditions of this appendix, which shall remain in full force and effect. The findings of this agency shall be fully binding on both parties.

## **ARTICLE XVII**

### **SAVINGS CLAUSE**

Where there is a conflict in meaning, interpretation, or application between this and the Local 26 Master Agreement, this Agreement shall apply.

If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the federal or any state government, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and stead, an article or provision which will meet the objections to its invalidity, and which will be in accord with the intent and purpose of the article or provision in question.

If any article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those to which it has been held invalid, inoperative, or unenforceable shall not be affected thereby.

PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND  
 Revised Standard Form of Participation Agreement

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. a) Commencing with the first day of \_\_\_\_\_, \_\_\_\_\_, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>	<u>EFFECTIVE DATE</u>
Journeyman	_____ per hour	_____
Apprentice	_____ per hour	_____
_____	_____ per hour	_____
Other - specify		

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for purposes of the Plan and this Standard Form of Participation Agreement.

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing the Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the term and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension fund as a deduction for income tax purposes.
4. It is agreed that all contribution shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain and accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement
6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is \_\_\_\_\_, \_\_\_\_\_. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

FOR LOCAL UNION NO. 26, UNITED ASSOCIATION

BY \_\_\_\_\_ Business Manager  
(Authorized Union Officer)

FOR THE EMPLOYER\*

\_\_\_\_\_  
(Insert Name of Employer)

Address \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Officer of Employer)

Date \_\_\_\_\_, 20\_\_\_\_.

\* If Employer Association, attach a list of the names and addresses of the Employers represented by Association.

Note: This form should be attached to the Collective Bargaining Agreement. It is not necessary to repeat the clause in the Collective Bargaining Agreement. You may refer to it in your Collective Bargaining Agreement by stating therein: "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." If you want to include the language of this form in the body of a Collective Bargaining Agreement that may be done and the signature of the parties at the end of that agreement will be sufficient.

(Revised May, 1994)

**RATIFICATION AND ADOPTION OF AGREEMENT BY EMPLOYERS**

For Plumbing and Pipefitting work performed within the geographical jurisdiction of United Association Local 26 for the following time period.

**EFFECTIVE JUNE 1, 2002 THROUGH MAY 31, 2006**

**EMPLOYER INFORMATION:**

Sole Proprietorship

Partnership

Corporation

Joint Venture

\_\_\_\_\_  
Federal Employer ID No.

\_\_\_\_\_  
Washington State Contractor ID No.

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Web Site

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**FOR THE UNION:**

United Association  
U.A. Local 26  
5205 So. 2<sup>nd</sup> Ave.  
Everett, WA 98203

Phone: (360) 486-9300  
Toll Free (888) 495-8099  
Fax (360) 486-9317

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date