

TERMINATES MAY 1, 2020

**LABOR AGREEMENT**

**By and Between**

**ADVANCED HEATING & COOLING, INC.**

**And**

**THE INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**LOCAL # 46**

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>PAGE #</u>
Preamble	1
ARTICLE 1      Basic Principles	1
ARTICLE 2      Strikes and Lockouts	1
ARTICLE 3      Grievance and Arbitration	2
ARTICLE 4      Rights and Union Security	3
ARTICLE 5      Shop Stewards; Union Access	4
ARTICLE 6      Hours of Work	5
ARTICLE 7      Vacations	6
ARTICLE 8      Wages	7
ARTICLE 9      Discipline and Discharge	7
ARTICLE 10     Leaves of Absence	8
ARTICLE 11     Management Rights	8
ARTICLE 12     Health and Welfare	9
ARTICLE 13     Pension	9
ARTICLE 14     Apprenticeship	11
ARTICLE 15     Separability	11
ARTICLE 16     Tools and Uniforms	11
ARTICLE 17     Scope of Work	12
ARTICLE 18     Subcontracting	12
ARTICLE 19     Duration	13
SIGNATURE PAGE	13
Appendix "A"	14-17

## **PREAMBLE**

This Agreement is made and entered into by and between the International Brotherhood of Electrical Workers Local No. 46 ("Union") and the Employer ("Employer") named on the cover sheet and on the signature page.

## **ARTICLE I** **BASIC PRINCIPLES**

- 1.1 The Employer and the Union have a common and sympathetic interest in the heating equipment servicing industry. The Employer, the Union, and the public will benefit by continuous peace and by rational common-sense adjustment of differences.
- 1.2 It is the purpose of this collective bargaining agreement also to maintain employment of covered personnel on as high a level as is consistent with the economy of the industry.
- 1.3 The employee responsibility includes full performance of duties as required and a concern that his compensation be on a level commensurate with the ability of management to maintain.
- 1.4 It is recognized that both parties share the responsibility to preserve such relations as will permit management to earn a fair and reasonable return on investment. Now, therefore, the parties agree as stated below:
- 1.5 The Employer agrees to recognize the Union as the sole and exclusive representative of the employees working in the classifications contained in this Agreement, except in those instances where other unions have historically represented persons in those positions.

## **ARTICLE II** **STRIKES AND LOCKOUTS**

- 2.1 The Union, its officers, agents, members, and all bargaining unit employees agree not to cause, sanction, or participate in any strikes, slowdowns, or work stoppages. If the employee honors a picket line, the Employer retains all rights to deal with the situation under the NLRA.
- 2.2 The Employer agrees not to lockout during the term of this Agreement, provided that any action by the Employer in closing operations during a general strike, riot, or civil commotion, for the protection of the property shall not be deemed a lockout.

## **ARTICLE III**

### **GRIEVANCE AND ARBITRATION**

3.1 A grievance is an alleged violation of a specific Article or Section of this Agreement. Probationary employees shall not be entitled to utilize this grievance procedure for any disciplinary actions that are taken by the Employer. The review process hereinafter set forth shall be the sole method for the resolution of grievances. All time limits must be adhered to unless agreed otherwise by both parties. A grievance not advanced by the employee to the next higher level within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the answer most recently given.

#### 3.2 The Grievance Procedure

Step 1 An employee, either directly or through the location Shop Steward, shall, as part of the complaint and grievance procedure, within five (5) working days of the circumstances giving rise to the complaint or within five (5) working days after the date the employee should have reasonably known of circumstances giving rise to the complaint, verbally present a complaint to the Employer or his designee who shall render a decision within five (5) working days. The Shop Steward or Union Representative shall have the right to be present at all such discussions, or if the employee desires, the Steward or Union Representative shall have such initial oral discussion with the employee's supervisor. Complaints may be adjusted in this manner so long as the adjustment is not inconsistent with the terms of this Agreement. Both parties agree to use their best efforts to resolve complaints informally. However, in the event that such informal methods do not resolve the complaint, the issue shall be reduced in writing and shall be processed under Step 2 of the grievance procedure identified below.

Step 2 In order for the unresolved complaint to become a formal grievance, it shall be reduced to writing and signed by the grievant, Shop Steward, and/or Union Representative within five (5) working days after the decision is rendered by the Employer or his designee in Step 1. The written grievance shall be presented to the Employer or his designee and set forth the specific acts that constitute the basis for the grievance and it shall identify the specific contract language alleged to have been violated.

A meeting shall be held between the Employer or his designee, the grievant, and, if the grievant so desires, his Shop Steward and the Union Representative, as soon as practicable thereafter. The Employer shall communicate a written answer to the grievant and Union with ten (10) working days from the date of the meeting. If

the matter is not resolved at this Step and the Union desires to pursue the matter further, it may refer the grievance to arbitration as provided for in Step 3 below. If such grievance is not referred to arbitration within ten (10) working days of the written answer in this Step, the grievance shall be considered settled on its merits on the basis of the Step 2 decision rendered to the aggrieved party. Forfeiture shall not constitute a precedent for the subject matter of the grievance.

Step 3 If the Union files a demand for arbitration within the (10) working days of receipt of the Employer's Step 2 answers, representatives of the Employer and the Union shall attempt to mutually agree upon the selection of an arbitrator. If both parties cannot mutually agree upon an arbitrator, then the parties may request that the Federal Mediation and Conciliation Service submit a list of seven qualified and approved arbitrators from which list the arbitrator shall be selected by alternately striking one name from the list until only one name shall remain. The right to strike first will be determined by the flip of a coin. The decision of the arbitrator shall be final and binding upon all parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not add to nor subtract from any of the terms of this Agreement nor address any issue which is not specifically covered by this Agreement. In all matters submitted to arbitration, each party to the arbitration shall bear the entire cost and expense of its own witnesses and representatives.

The expenses of the arbitrator and all other expenses of the arbitration other than those incurred by each party in the presentation of its own case shall be borne equally by the parties involved.

The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition, and/or settlement of any grievance, including hearings and final decisions of Boards and Arbitrators, the Union shall be the exclusive representative of the employee (s) involved.

## **ARTICLE IV**

### **RIGHTS AND UNION SECURITY**

4.1 All employees covered by this Agreement shall, as a condition of employment, tender the full and lawful fees in effect in the Local Union thirty-one (31) days following the beginning of employment, or the effective date of this Agreement, whichever is later. All workmen who may be accepted into membership in the Union shall thereafter tender to the Union regular monthly dues lawfully paid by other members of the same classification in accordance with its rules. In the event that a workman fails to tender the initiation fee, or fails to tender to the

Union the periodic dues as set forth above, the Union shall notify the Employer to discharge such individual workman within forty-eight (48) hours (Saturdays, Sundays, and holidays excluded) for failure to maintain continuous membership in the Union in accordance with the dues above referred to in this paragraph; provided, however, that in no event shall the Employer be obligated to discharge any workman in violation of the laws of the United States or the laws of the State of Washington, and provided further, that if the Employer discharges any workman at the request of the Union, the Union shall defend any claim or suit brought by any person or persons growing out of such discharge at its own expense, and hold the Employer harmless from any judgments, or award arising from said discharge, and in additions, the Union shall defend against, and shall ever hold the Employer harmless from any claim, charge, fines, penalties or awards, imposed by the United States government, the State of Washington, or any agency thereof, growing out of such discharges.

4.2 The Employer must comply with the Industrial Insurance Act, Workman's Compensation Law, the Unemployment Compensation Act, and the Safety Laws and Regulations of the State of Washington as a minimum requirement. This Agreement is not intended to and shall not be construed as creating, imposing, or adopting any State common law duties.

4.3 The Union reserves the right to discipline its members for violation of its rules, agreement, and regulations.

## **ARTICLE V**

### **SHOP STEWARDS - UNION ACCESS**

5.1 The Union shall have the right to appoint a steward at any shop or on any job where the workmen are employed under this Agreement. Such steward shall see that this Agreement and the working dues are observed. Under no circumstances shall the Employer dismiss or otherwise discriminate against the employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

5.2 The representative of the Union shall be allowed access to any shop or job at any reasonable time where such workmen are employed, under the terms of this Agreement.

5.3 Upon request, the Employer shall permit at a reasonable time and place a Union Representative to inspect its payroll records including the names of employees covered by this Agreement, their hours worked, and their weeks worked.

5.4 The Union shall furnish the Employer, in writing, the names of the employee who has been designated as Shop Steward, and shall immediately notify the Employer, in writing, in the event of any change.

- 5.5 It is understood by the Union that the Shop Steward will not solicit grievances, and the grievances will be handled promptly with minimum interference to normal operation.
- 5.6 New hires shall be reported to the Union within seventy-two (72) hours on reporting forms supplied by the Union.

## **ARTICLE VI**

### **HOURS OF WORK**

- 6.1 The workweek shall consist of five (5) consecutive days of eight (8) consecutive hours, Monday through Friday. Alternatively, the workweek may consist of four (4) consecutive days of ten (10) consecutive hours, Monday through Thursday or Tuesday through Friday.
- 6.2 The first shift starting times shall be between 6:30 a.m. and 10:00 a.m. In emergencies, the first shift starting time may be changed by mutual consent of the Employer and the employee. A lunch period between thirty (30) minutes and sixty (60) minutes in duration shall be provided. If a shift of four (4) 10-hour days is established, that shift shall run between the hours of 7:00 a.m. and 6:30 p.m. excluding not less than thirty (30) minutes for lunch.
- 6.3 Overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) per day (or ten (10) per day for employees working four (4) ten-hour shifts) or forty (40) per week. Hours worked on Saturday shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. Hours worked on Sunday shall be paid at the rate of two (2) times the employee's regular hourly rate of pay.
- 6.4 All work performed on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day or any holiday observed by the Seattle (Washington) Building and Construction Trades Council of the American Federation of Labor shall be paid for at double the straight time rate of pay. When a holiday falls on Sunday, the following Monday shall be observed, when a holiday falls on Saturday, the preceding Friday shall be recognized and shall be paid for at double the regular straight time rate of pay. No work shall be performed on Labor Day, except in case of an emergency.
- 6.5 When workmen are ordered to report to the shop in the morning, they shall report for work at their regular starting time, and if ordered to return to the shop at the end of their workday, they shall report not later than quitting time. When workmen are ordered to report to the job in the morning, they shall report on the job ready to begin work at their regular starting time, and if ordered to return directly home at the end of the workday, they shall not quit prior to quitting time. No member shall report to any job earlier than fifteen (15) minutes before starting time. Members shall report to the job or shop ready to begin work by starting

time. In the event the member works beyond the regular quitting time on a specific job and then goes directly home, his quitting time will be recorded as the time he leaves that job.

## **ARTICLE VII**

### **VACATIONS AND SICK LEAVE**

- 7.1 The Employer subject to this Collective Bargaining Agreement shall withhold from the pay of each Employee, as a vacation allowance, an amount equal to six percent (6%) of the hourly rate of pay nearest the one cent (\$.01) for each compensable hour worked under the terms of and conditions of this Collective Bargaining Agreement. On all overtime work the vacation allowance will be withheld on the straight time hourly rate only. The Vacation Allowance Plan shall be administered by the Trustees of the Puget Sound Electrical Workers Health and Welfare Fund.
- a) Effective May 1, 2011 the Employer shall withhold six percent (6%) of the hourly rate of pay for vacation allowance.
- 7.2 The Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Local Union No. 46, IBEW Health & Welfare Trust Fund, effective January 1, 1976, and all amendments or revisions hereafter adopted, and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors.
- 7.3 Vacation allowance shall be paid to all Employees who are directed by the individual Employer to work on jobs outside of the jurisdiction of Local Union 46, IBEW.
- 7.4 Should an Employer direct an Employee to work in the jurisdiction of another Local Union having an established vacation allowance plan in its Collective Bargaining Agreement they shall not be required to contribute the vacation allowance, since the Employer will be required to contribute to a vacation allowance for that Employee in accordance with that particular Local Union's vacation allowance. If it is less than the Local Union No. 46 Agreement, the Employer shall pay the difference to Local Union 46, Vacation Plan, for said Employee's account.
- 7.5 This vacation allowance shall be withheld from the Employee's weekly pay and shall be sent on a monthly transmittal to the designated depositor.
- 7.6 It is understood that vacation shall be taken by the Employee at such time as mutually agreed upon between the Employer and the Employee. No Employee shall be denied the right to two (2) weeks' vacation time off when the vacation allowance accumulated is less than two (2) weeks normal period.
- 7.7 Any Employee who is unable to take vacation at the time agreed upon as provided for above, either because of accident or sickness or because he or she



is required by their Employer to work during that period shall be granted his or her vacation by the Employer as soon thereafter as is reasonably convenient. When the Employee is so required by the Employer to work during the vacation period as previously decided upon, the Employee shall be paid for work during that period at one and one-half times the regular rate of pay.

7.8 Any Employee who leaves the jurisdiction of this Local Union, who has earned an allowance, may collect same on or after February 1st subsequent to the calendar year in which earnings were made, upon written application to the Local Union, together with a signed application for vacation form. The Union shall forward this request to the Trust and his or her allowance shall be mailed to said Employee at the address given in the request.

### Sick Leave

7.9 Employees covered by this Agreement shall have Sick leave in accordance with WAC 296-128-700 Washington State Sick Leave Law.

7.10 Employees covered by this Agreement shall accrue paid sick leave at the rate of one (1) hour for every forty (40) hours worked according to state and local law.

## **ARTICLE VIII**

### **WAGES**

8.1 See Appendix "A".

## **ARTICLE IX**

### **DISCIPLINE AND DISCHARGE**

9.1 Probationary Period. New hires shall be subject to a ninety (90) working day probationary period. During their probationary period, new hires may be disciplined, discharged, or laid-off, entirely at the Employer's discretion.

9.2 Employees must be terminated for cause subject to Section 9.1 above. "For cause" shall include, but not be limited to:

- (a) Dishonesty;
- (b) Being under the influence, or use of, liquor or drugs while engaged in service for the Employer;
- (c) Refusal to perform work as specified or directed by the Employer during the regular workday, including refusal to perform overtime work;
- (d) Willful destruction of property by the employee;
- (e) Incompetence (poor performance);
- (f) Improper care of Company vehicle, inventory tools, or instruments;

- (g) Insubordination, including rude and disrespectful behavior toward supervisor;
- (h) Rude and disrespectful behavior toward a customer;
- (i) The employee independently or with other contracts to perform any electrical or heating equipment service work in competition with the Employer; or
- (j) Other gross misconduct.

9.3 For events which do not amount to “cause” as defined in Section 9.2 above, the Employer agrees to adhere to a system of progressive discipline. Progressive discipline may include a verbal warning where appropriate, or written warning where appropriate, a suspension where appropriate, or discharge where appropriate.

## **ARTICLE X**

### **LEAVES OF ABSENCE**

By mutual consent of the Employer and the employee, the employee may be granted a “leave of absence” from employment in a seasonal occupation or in an industry covered by an IBEW contract. The maximum period of a leave shall be four (4) weeks, after which the employee shall be subject to call for employment by the Employer. If the employee failed to return within two (2) working days after being notified orally or in writing to do so, his status shall be “resigned.” In calculating the two-day period, the day of the written or oral notification shall not be counted.

## **ARTICLE XI**

### **MANAGEMENT RIGHTS**

The Employer retains all rights related to the management of the Company and its business and the direction of its workforce. This includes, but is not limited to the following: to direct and supervise the work of its employees; to hire, promote, demote, layoff or transfer; to suspend and discipline, or discharge employees for just cause; to plan, direct, and control operations; to schedule its employees and their work; to develop standards of performance; to change existing methods and facilities; to implement labor-saving machinery or equipment; to reasonably regulate the quantity and quality of work; provided, however, that all of the foregoing shall be subject to the provisions of this Agreement. Nothing in this Agreement is intended to be construed in any way to interfere with the recognized prerogative of the Employer to manage and control the business, but each employee covered by this Agreement shall possess the right to appeal through the grievance and arbitration procedures as provided by the terms of this Agreement.

## **ARTICLE XII**

### **HEALTH AND WELFARE**

- 12.1 Effective on May 1, 2015, the Employer agrees to continue to submit monthly, not later than the 10<sup>th</sup> of the month, to the Local 46 IBEW Health and Welfare Trust Fund the amount of four dollars and seventy-five cents (\$4.75) per hour for each hour worked by each employee covered under this Agreement. The employees are Plan 2 participants effective May 1, 2011.
- 12.2 Should the premium costs of the above Plan exceed the Employer's maximum commitment in any year during the Agreement, such increases shall be assumed by the employees through deductions in their wage rate.

## **ARTICLE XIII**

### **PENSION**

- 13.1 **LOCAL UNION PENSION** - The Employer party to this Agreement agrees to contribute the following amounts for each hour worked by each Employee performing work covered by this Agreement, to the Puget Sound Electrical Workers Pension Trust Fund.

**EFFECTIVE:**

5/1/19                      \$2.95

- (A) Payment shall be due on the fifteenth (15) of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form which will be made available for this purpose.
- (B) The Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust effective November 1, 2009, and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

13.2 **PUGET SOUND ELECTRICAL WORKERS 401(k) SAVINGS PLAN – EMPLOYER CONTRIBUTIONS:**

- (a) The Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers 401(k) Savings Plan Trust, as Amended and Restated Effective September 1, 2016, and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

The Employer agrees to contribute \$0.00 (TBD) per hour worked for Journeymen.

(b) Payment shall be due on the fifteenth (15th) of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form which will be made available for this purpose.

(c) Each Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers 401(k) Savings Plan Trust and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

**13.3 PUGET SOUND ELECTRICAL WORKERS 401(k) SAVINGS PLAN WAGE AND SALARY DEFERRAL CONTRIBUTIONS:**

- In addition to the amounts set forth in Article 12, each Employer agrees to contribute such sums, as may be elected to be paid by Employees working this Agreement, to the Puget Sound Electrical Workers 401(k) Savings Plan Trust. The amounts paid shall be in accordance with the amounts periodically established and authorized by the Trust Fund for all Employees who elect such coverage, provided however, that 1<sup>st</sup> and 2<sup>nd</sup> period Apprentices are not eligible to participate in the Trust Fund.

Eligible Employees who work under the several job classifications described by this Agreement and who elect to make contributions:

- 1) Are permitted to make such election only once each calendar year as established by the Trust Fund;
- 2) Shall sign the appropriate authorization card provided by the Union and given to the Employer;
- 3) May elect up to the maximum amount of contribution established for the job classification in which the Employee is working at the time, or a lesser amount, and;
- 4) Agree to comply with all other rules and regulations required by the Puget Sound Electrical workers 401(k) Savings Plan Trust for participation.

Each Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers 401(k) Savings Plan Trust and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

## **ARTICLE XIV**

### **APPRENTICESHIP**

- (a) It is agreed between the parties hereto that an apprenticeship program (“Residential HVAC Apprenticeship Program”) shall be established by mutual consent of a craft union and the Employer, the terms of such apprenticeship program to be mutually agreed upon. Such an apprenticeship program shall not conflict with Federal or State Apprenticeship laws.
- (b) Any issue concerning an apprentice, or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the parties to this Agreement and will be decided by the American Arbitration Association (“AAA”). The Arbitrator is to be picked by alternate striking of an AAA list.
- (c) The Employer shall contribute the following sums into the Greater Puget Sound Electrical Workers Apprenticeship Committee:
  - 1. Effective November 1, 2009, 35¢ per hour worked for each bargaining unit employee.

## **ARTICLE XV**

### **SEPARABILITY**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions.

## **ARTICLE XVI**

### **TOOLS AND UNIFORMS**

- 16.1 The employee shall furnish the following tools: utility knife, twenty five foot retractable metal ruler, pliers-cutting, pliers-pump, set screwdrivers (assorted sizes), hammer, tin snips (right, left and straight), crescent wrenches (8", 10", and 12"), one set of open end/box wrenches and combination 3/8" to 3/4" wrenches, 25- foot trouble light, one set Allen wrenches, one set sockets 1/2" drive, Phillips head screwdriver set, hacksaw handle, scratch awl, pipe wrench 14", copper tubing flaring tool, medium and small copper tubing cutter, pliers-needle nose, 1/4" and 5/16" magnetic long shaft nut driver, Schrader valve tool, inspection mirror, refrigeration ratchet wrench.

- 16.2 The Employer shall furnish all other accessory tools or equipment to do required work. The Employer will replace the Employee's damaged or broken tools if it was not the result of negligence.
- 16.3 The employee shall be responsible for all tools and equipment issued to him provided the Employer furnishes the necessary lockers, tool boxes, or other safe place for storage.
- 16.4 If the Employer requires the wearing of certain or similar clothing, colors, logos or other items of Company identifications or advertisement, the Employer will provide and maintain the provided clothing including any tailoring such as the sewing of decals.

## **ARTICLE XVII**

### **SCOPE OF WORK**

- 17.1 Workmen employed under the terms of this Agreement shall do all heating equipment work, installation, or erection work and all electrical maintenance and service work thereon.
- 17.2 All work of chasing and channeling necessary to complete any electric or heating equipment work shall be performed by workmen employed under the terms of this Agreement.
- 17.3 Brick work on furnace oil jobs of 40 bricks or less or cast linings may be installed by workmen employed under the terms of this agreement.
- 17.4 The cutting and threading of all conduit shall be performed by workmen employed under this Agreement and where pipe cutting and threading machines are used on the job, same shall be operated by workmen employed under the terms of this Agreement.

## **ARTICLE XVIII**

### **SUBCONTRACTING**

It is understood that the Employer shall have the right to apportion work by subcontract in order that it may be carried out in an efficient manner. Should subcontracting cause a layoff of a non-probationary bargaining unit employee (employed as of the date of full and final execution), such subcontracting of bargaining unit work shall cease provided the laid-off non-6probationary employee has the skills and abilities to perform all of the subcontracted work in a manner substantially equal to that of the subcontractor.

## ARTICLE XIX DURATION

This Agreement shall become effective on May 1, 2019, except as otherwise provided herein, and shall remain in full force and effect through April 30, 2020, and shall automatically renew itself from year to year thereafter unless either party gives written notice to the other at least sixty (60) days prior to April 30, 2020, (or prior to May 1 of any automatic renewal year subsequent to 2019), of a desire to amend or terminate the same.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2019

**SIGNED FOR THE UNION:**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL # 46

*Bud Allbery*  
Bud Allbery, Business Manager

5-9-2019  
Date

**SIGNED FOR THE EMPLOYER:**

ADVANCED HEATING & COOLING, INC.

*Charles Huff*  
Charles Huff, President

5/11/2019  
Date

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**June 19, 2019**

Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement

### APPENDIX "A"

I. WAGES  
(A)

	<b>EFFECTIVE DATE</b> <u>May 1, 2019</u>	<b>RATE OF PAY</b> <u>\$27.38</u>
<b>POSITION</b>	<b>HOURS WORKED FROM DATE OF HIRE</b>	<b>HOURLY RATE</b>
HVAC Apprentice	0000 - 1000 hours	55% of Journeyman Scale
HVAC Apprentice 1	1001 - 2000 hours	65% of Journeyman Scale
HVAC Apprentice 2	2001 - 3500 hours	70% of Journeyman Scale
HVAC Apprentice 3	3501 - 5000 hours	80% of Journeyman Scale
HVAC Apprentice 4	5001 - 6500 hours	85% of Journeyman Scale
HVAC Apprentice 5	6501 - 8000 hours	90% of Journeyman Scale
<b>Experience In Trade</b>		
Installation Mechanic	3+ yrs. of Industry Experience	85% of Journeyman Scale
Heating Technician General	4+ yrs. of Industry Experience	100% of Journeyman Scale
Heating Technician 2	Company selected	2% above Journeyman Scale
Heating Technician 3	Company selected	4% above Journeyman Scale
Foreman	Company selected	10% above Journeyman scale

A new employee maybe required to serve a six (6) month probationary period and shall receive seventy percent (70%) of the Journeyman rate of pay during such probationary period (Except Apprentice). The Employer will evaluate the Employee at the end of the six (6) month period, if necessary, the probationary period may be extended not to

exceed twelve (12) months. The Employer may separate a probationary employee at any time during the probationary period.

Existing employees that meet the requirements, will be grandfathered into new classifications with the understanding that all competencies and certifications will be earned within 24 months from the date of acceptance of this labor agreement

## (B) DEFINITIONS

Generally speaking, the above-described classifications are defined below:

JOURNEYMAN An employee having four (4) or more years of experience under an IBEW Local 46 Contract with an Employer in the HVAC business and having passed the IBEW Local 46 "Oil Burner Journeyman" examination administered by the IBEW Local 46 Examination Board or complete the IBEW Local 46 Greater Puget Sound Electrical Workers Apprenticeship HVAC program.

Installation Mechanic an Employee with three (3) or more years of experience in the trade with a focus on the installation of HVAC equipment and components. An employee with this classification is eligible for compensation equal to 85% of the Journeyman scale.

HEATING EQUIPMENT TECHNICIAN (GENERAL) An employee having four (4) or more years of experience in the trade. An employee cannot become a Heating Equipment Technician unless the Employer, at its sole discretion promotes an employee into this Classification. The Employer will notify the Union when promoting an employee to this Classification for Union record purposes.

HEATING EQUIPMENT TECHNICIAN 2 (LEVEL 2) An employee having four (4) or more years of experience in the trade. An employee cannot become a Heating Equipment Technician 2 unless the Employer, at its sole discretion promotes an employee into this Classification. The Employer will notify the Union when promoting an employee to this Classification for Union record purposes. In order to qualify for Technician 2, an employee must demonstrate competencies of a General Technician or Journeymen and meet certain certification requirements. The number of System Service Technician 2's may be increased at the discretion of the employer as a merit increase both in classification and modify wage or decreased as necessary.

HEATING EQUIPMENT TECHNICIAN 3 (LEVEL 3) An employee having four (4) or more years of experience in the trade, who can assign, coordinate, direct, control work and assist in layout and may be assigned supervision of three or more people. An employee cannot become a Heating Equipment Technician 3 unless the Employer, at its sole discretion promotes an employee into this Classification. The Employer will notify the Union when promoting an employee to this Classification for Union record purposes. In order to qualify for Technician 3, an employee must demonstrate competencies of a Technician 2, and meet certain certification requirements. The number of System Service Technician 3's



may be increased at the discretion of the employer as a merit increase both in classification and modify wage or decreased as necessary.

HVAC APPRENTICE Apprentices are those who are enrolled in the IBEW Local 46 Greater Puget Sound Electrical Workers Apprenticeship Committee Program and progress as per the above pay schedule chart.

(C) It is agreed and understood, however, that the Employer, at its sole discretion, may pay any premium above the minimum to a new hire or to an employee in a classification listed above.

To actually advance from one classification to another classification, regardless of any Employer premium pay, the time requirements must be met of the employee successfully completing the set year of classroom training

It is also understood that no employee shall be reduced in their classification by virtue of any change in the any new Labor Agreement.

To be paid "Journeyman" scale, or the "Heating Equipment Technician" scale, the employee must also possess all State licenses and certificates as required for the HVAC industry. Heating Technician 2 and Technician 3 must meet certification and work scope requirements established by management. If an employee fails to attain such licenses and certificates or if he fails to maintain such licenses and certificates, he may be laid off, terminated or reduced to 90% of the "Journeyman" scale.

For the purpose of this Section, Journeyman scale is defined in "Appendix A" above.

(D) It is understood and mutually beneficial to both Union and the Employer to establish a Labor/Management Committee. The Labor/Management Committee will consist of no more than 2 Labor representatives selected by the Union and 2 Management representatives selected by the Employer. The Committee shall review and make recommendations to the IBEW Local 46 Examination Board. The Employer does not waive its legal right to bargain about content, terms, administration or any other aspect of these examinations.

(E) EDUCATION REQUIREMENTS

(1) Compensation for Journeyman Mechanics includes the responsibility to maintain their skills and knowledge in conformance with the technological advances in the industry. The Employer may require educational training for NATE certification or at other educational facilities with qualified instructors.

(2) Compensation for all employees who are in any pay grade below Journeyman Mechanic includes the requirement that the employee attend such training school courses as are offered by the Greater Puget Sound Electrical Workers Apprenticeship Committee within the calendar year.

- (3) Notification will be given to the Union and to Employers of classes being presented. Employers will notify in writing each of their employees and the Union as to those classes which they request that their men attend. Employees not attending after such notice will be considered as not meeting the requirements of Sections (1) and (2) immediately above and shall be subject to discipline.
- (4) Employees shall install all electrical and heating equipment work in a safe and workmanlike manner, and in accordance with electrical code and contract specifications.

(F) TRANSPORTATION

- (1) On all jobs requiring the employee to remain away from home overnight, the minimum expense allowance shall be \$10.00 per day for meals, plus hotel expenses, seven (7) days per week per man.
- (2) The Employer shall provide transportation during working hours to workmen traveling from shop to job, job to job, and job to shop.
  - (a) Workmen shall be paid the regular rate of wages for time consumed in traveling from shop to job, job to job, and job to shop.
  - (b) No employee shall use any vehicle to convey material or shop tools from shop to job, job to job, or job to shop on his own or Employer's time, unless such vehicle is owned and maintained by the Employer.
- (3) If, during normal working hours, the employee's working vehicle requires repair, the employee will be paid regular wages during the repair period; however, the employee may be assigned other work during this period.

(G) CALL-OUTS

Evening, weekend, or holiday call-outs of the employee by phone or by other arrangements shall be by mutual agreement. However, the following conditions shall apply:

- (1) An employee shall receive a minimum of two hours' pay at the time and one-half (1 ½) rate for the first call-out. If he has more than one call-out per day, the on-call employee shall be paid for actual hours worked. Pay shall be from portal-to-portal, provided the employee begins his call-out at his usual home base or residence.
- (2) If an employee receives an Emergency Call while he is at home (or not otherwise working) after 11:00 p.m., he shall be paid two times his regular hourly rate for all work performed on that call. If an employee is already out on a call before 11:00 p.m. or he is working before 11:00

regular hourly rate for all work performed on that call. If an employee is already out on a call before 11:00 p.m. or he is working before 11:00 p.m. and he receives a call after 11:00 p.m., the above double-time provision shall not apply.

- (3) If an employee is working on an Emergency Call after midnight, he shall be given eight (8) hours off before he begins his next scheduled shift, unless the Employer and the employee mutually agree otherwise.

(I) PAY PERIODS

Employees shall be paid weekly, every other week, or twice per month. Upon termination, all wages and entitlements shall be paid immediately, but no later than the next pay period.

ACCEPTED AND APPROVED BY:

**SIGNED FOR THE UNION:**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL # 46

Bud Allbery  
Bud Allbery, Business Manager

Date 5-9-2019

**SIGNED FOR THE EMPLOYER:**

ADVANCED HEATING & COOLING,  
INC.

Charles Huff  
Charles Huff, President

Date 5/1/2019