

COLLECTIVE BARGAINING AGREEMENT

By and Between

West Seattle Furnace Sales

and

IBEW Local Union No. 46

Effective October 1, 2005 through September 30, 2008

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## **PREAMBLE**

This agreement is made and entered into by and between the International Brotherhood of Electrical Workers, Local No. 46 ("Union") and West Seattle Furnace Sales ("Employer").

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

**Section 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.

**Section 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.

**Section 1.3** The Employee's 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.

**Section 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:

## **ARTICLE II** **UNION RIGHTS**

**Section 2.1 RECOGNITION** The Employer agrees to recognize the Union as the sole collective bargaining agency representing all Employees performing work described under trade jurisdiction (scope of work) by the terms of this agreement now or hereinafter employed by the Employer. Employees are, but not limited to, journeyman, heating equipment technician(s), intermediate(s), trainee II and trainee I, excluding supervisors, clerical and guards as defined by the National Labor Relations Act as amended.

**Section 2.2 UNION SECURITY** 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 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, the Union shall notify the Employer in writing, and such notice shall constitute an above request to the Employer to discharge such individual workman within 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 addition, the Union shall defend against, and shall ever hold the Employer harmless from any claim, charge,

finances, penalties or awards, imposed by the United States government, the State of Washington, or any agency thereof, growing out of such discharges.

**Section 2.3 SUPPLY OF TECHNICIANS** The Union may supply qualified technicians. In the event the Union cannot supply such qualified technicians within forty-eight (48) hours, excluding Saturday or Sunday, the Employer may hire from any source with the provision that the Employer shall advise the Union of such employment within seventy-two (72) hours. The Employer shall complete and return to the Union, hiring form(s) as supplied by the Union, of any person so hired.

- (a) The Employer shall have the right to reject any applicant for employment.

**Section 2.4 SCOPE OF WORK** Workman 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.

- (a) 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.
- (b) Brick work on furnace oil jobs of forty bricks or less or cast linings may be installed by workmen employed under the terms of this agreement.
- (c) 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.

**Section 2.5** The Employer must comply with the Industrial Insurance Act, Worker's Compensation Law, the Unemployment Compensation Act, and the Safety Laws and Regulations of the State of Washington as a minimum requirement.

**Section 2.6** The Union reserves the right to discipline its members for violation of its rules, Agreement, and regulations.

### **ARTICLE III** **MANAGEMENT RIGHTS**

**Section 3.1** The Employer retains all rights related to the management of the Company and its business and the direction of its work force. 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 Company 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 IV**  
**GRIEVANCE AND ARBITRATION**

**Section 4.1** 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 or the Union 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.

**Section 4.2** **THE GRIEVANCE PROCEDURE**

**STEP 1** An Employee, either directly or through the location Shop Steward, shall, as a 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 the 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 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 the Grievance Procedure identified below.

**STEP 2** In order for the unresolved complaint to become a formal grievance it shall be reduced in 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 shall 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 within ten (10) working days from the date of the meeting. If the matter is not resolved at this Step 1 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 2, 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 as for the subject matter for the grievance.

**STEP 3 ARBITRATION** If the Union files a demand for arbitration within ten (10) working days of receipt of the Employer's Step 2 answer, 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 (7) 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 work 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 V** **STRIKES AND LOCKOUTS**

**Section 5.1** The Union will not authorize a strike, work stoppage, or slowdown, and the Company will not engage in a lockout because of any proposed change in this Agreement or of any dispute over matters related to or covered by this Agreement. The Union will take every reasonable means within its power to induce Employees engaged in a strike, work stoppage or slowdown in violation of this Agreement to return to work; but the Union, its office, representative, or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representative or affiliates; shall have expressly forbidden or declared to be in violation hereof.

**Section 5.2** No Employee covered by this Agreement shall be subject to any form of discipline if he refuses to enter upon the premises of his Employer if they are being subjected to a lawful primary picket line, or if he refuses to enter upon the premises of any other Employer if said premises are being subjected to a lawful primary picket line. The exercise of Employee rights under this Section, whether individually or in concert with others, shall not be subject to the grievance, arbitration provision of this Agreement.

## **ARTICLE VI** **SHOP STEWARDS - UNION ACCESS**

### **Section 6.1**

(a) 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.

(b) The Union shall furnish the Employer, in writing, the name of the Employee who has been designated as Shop Steward, and shall immediately notify the Employer, in writing, in the event of any change.

(c) 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.

(d) 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.

**Section 6.2** 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.

**Section 6.3** 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.

## **ARTICLE VII** **CLASSIFICATIONS**

**Section 7.1** JOURNEYMAN An Employee having three (3) or more years of experience in the trade and having passed a Journeyman Heating Technician examination given by Local Union 46, I.B.E.W.

**Section 7.2** HEATING EQUIPMENT TECHNICIAN An Employee having three (3) or more years of experience in the trade.

**Section 7.3** INTERMEDIATE An Employee having two (2) years of training and experience in the trade. An intermediate must be employed one (1) year in the industry to be eligible to take the Journeyman examination.

**Section 7.4** TRAINEE II An Employee having twelve (12) months training and experience in the trade. Trainee II must be employed twelve (12) months in the industry to be eligible to take the Journeyman examination.

**Section 7.5** TRAINEE I An Employee with no experience in the trade. Trainee I must be employed in the industry twelve (12) months to Advance to Trainee II.

**Section 7.6** ADVANCEMENT Employer, at this discretion, may advance an Employee to a higher classification at any time dependent upon ability and progress.

### **Section 7.7(a)** EDUCATIONAL REQUIREMENTS

(a) 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 meetings at the Oil Heat Institute or at other educational facilities with qualified instructors.

(b) 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 Oil Heat Institute within the calendar year.

**Section 7(b)** EDUCATIONAL REQUIREMENTS (con't) 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.

(a) Employees not attending after such notice will be considered as not meeting the requirements of Sections (a) and (b) immediately above and shall be subject to discipline.

(d) Employees shall install all electrical and heating equipment work in a safe and workmanlike manner, and in accordance with electrical code and contract specifications.

(e) Tuition and other costs for classes, required by the Employer, shall be reimbursed to Employee by Employer upon successful completion of such classes.

**Section 7.8** RATIO In order to maintain a proper balance between Journeymen and learners, the following ratio shall be established:

1 Journeyman 1 Trainee I or  
1 Trainee II or  
1 Intermediate

4 Journeymen 2 Trainee I or  
2 Trainee II or  
2 Intermediate  
or any combination of 2 thereof

7 Journeymen 3 Trainee I or  
3 Trainee II or  
3 Intermediate  
or any combination of 3 thereof

And so on, maintaining three (3) for one (1) ratio.

## **ARTICLE VIII**

### **HOURS OF WORK - OVERTIME - WORK CONDITIONS**

#### **Section 8.1** HOURS OF WORK

(a) The work week shall consist of five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, starting between the hours of 7:30 a.m. to 10:00 a.m., exclusive of not less than one-half hour nor more than one hour off for lunch. The normal workweek shall be forty hours.

(b) Alternately, upon agreement of the Union, the Employer, and the Employee, the work week shall consist of four (4) consecutive days of ten (10) consecutive hours, Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m. exclusive of not less than one half off for lunch.

(c) Due to emergencies, starting time may be changed by mutual consent of the Employer and Employee.

#### **Section 8.2** OVERTIME

(a) Hours worked beyond eight (8) hours per day (Monday through Friday schedule) or beyond ten (10) hours per day (Monday through Thursday schedule or Tuesday through Friday schedule) shall be compensated at the overtime rate of one and one-half the regular rate.

(b) All hours worked on Saturday shall be compensated at one and one-half times the regular rate, and all hours worked on Sunday and any hours worked after 11:00 p.m. any day shall be compensated at two times the regular rate.

### **Section 8.3**    WORK CONDITIONS

**(a) Report to Work** When workman are ordered to report to the shop in the morning, they shall report for work at their regular starting time, and ordered to return to the shop at the end of the 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 work day, they shall not quit work prior to quitting time. No member shall report to the job or shop 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.

**(b) Show-Up Time** All Employees reporting for work without having been notified to the contrary the day previous shall receive not less than two hours wages.

#### **(c) Transportation**

(1) The Employer shall provide transportation during working hours to workmen traveling from shop to job, job to job and job to shop.

(2) Workmen shall be paid the regular rate of wages to time consumed in traveling from shop to job, job to job, and job to shop.

(3) 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.

(4) 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.

**(d) Emergency Service (Call-Out)** Evening, weekend, or holiday call-outs of the Employee by phone or by over arrangements shall be by mutual agreement. However, the following conditions shall apply:

(1) EMERGENCY SERVICE (CALL-OUT) Employee shall receive a minimum of two hours pay at one and one-half times regular rate for the first call-out. Time shall start from Employee's residence to job, time on job, and return to Employee's residence (Portal to Portal). Additional call-outs shall be paid at one and one-half regular rate for all hours worked portal to portal.

(2) EMERGENCY SERVICE (STANDBY) Emergency standby duty shall not be required between May 15 and September 15 unless on a voluntary basis.

**(e) Tools**

(1) The Employee shall furnish the following tools: knife; pencil; twelve foot retractable metal ruler; pliers-cutting, pliers-pump; pliers-needle nose; set screwdrivers - assorted sizes; hammer, tin snips-right, left and straight; crescent wrenches - 8", 10" and 12"; one set of open end/box wrenches; combination 3/8" to 3/4" wrenches; wood chisel; one set Allen wrenches; pipe wrench 14";standard high pressure nozzle wrench; 254 foot trouble light; one set sockets 1/2 drive; Phillips head screwdriver set; hacksaw handle; scratch awl; bit brace; bit extension; copper tubing flaring tool and cutter;

(2) The Employer shall furnish all other accessory tools or equipment to do required work including rubber boots.

(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.

**(f) Journeyman Corrections**

(1) Journeyman shall be required to make corrections on improper workmanship for which they are responsible, on their own time and during regular working hours, unless orders of Employer, his representatives, or the customer prevents proper service procedure and it is so noted on the Uniform Service Check List. The Employer and it is so noted on the Uniform Service Check List. The Employer shall notify the Union of Journeyman who fail to adjust improper workmanship. Should any question or dispute arise it may be submitted by either party to the grievance procedure.

(2) Each shop will maintain a Uniform Service Check List. Only those items checked on each job will be guaranteed against improper workmanship for seven (7) days. Any corrections during this period due to improper workmanship will be performed without charge to the Employer.

(3) If, in the judgment of the Employee, the condition of the heating plant does not warrant workmanship guarantee, such exception must be noted on the Uniform Service Check List.

**ARTICLE IX  
VACATION**

**Section 9.1 VACATION PORTABILITY** Longevity for vacation accrual shall be portable for all current Employees and those on layoff since June 1, 1990 working under the terms of this Agreement.

**Section 9.2 VACATION ACCRUAL**

Effective July 1, 1990 Employees earn paid vacation as follows:

<u>CONTINUOUS SERVICE</u>	<u>ACCRUAL</u>	<u>VACATION</u>
1 -12 Months	1/2 day/mo.	6 days/yr
13- 24 Months	1 day/mo.	12 days/yr
25- 120 Months	1 day/mo/yr	12 days/yr
121 -180 Months	1-1/4 days/mo/yr	15 days/yr
181 - 240 Months	1-1/2 days/mo/yr	18 days/yr
241 - 300 Months	1-2/3 days/mo/yr	20 days/yr
Thereafter	2-1/2 days/mo/yr	25 days/yr

All such Employees who may be terminated during any year earn a total of one and one-fourth (1¼) days of vacation per month of employment.

**Section 9.3** VACATION USAGE Vacation shall be taken during the months of June, July and August as determined by the Employer and the Employee or at such time as is mutually agreed.

**Section 9.4** VACATION PAY Vacation pay is computed on the basis of Employee classification rate.

## **ARTICLE X** **HOLIDAYS**

**Section 10.1** ELIGIBILITY To be eligible for holiday pay, the Employee must meet the following criteria:

(a) The Employee must have worked for at least thirty (30) days.

(b) In order to qualify for holiday pay, an Employee must have worked his last scheduled shift before the holiday and worked the first scheduled workday after the holiday, provided the Employee is not on scheduled vacation, sick leave, or by permission of the Employer.

**Section 10.2** HOLIDAYS WITH PAY

New Year's Day	Labor Day
President Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One Floating Holiday between May 15 and September 15

The Employer shall pay the Employee at the regular straight time hourly rate not to exceed eight hours for each of the above designated holidays for those Employees working five (5) day, eight (8) hour schedules not to exceed ten (10) hours for those Employees working four (4) day - ten (10) hour schedules.

**Section 10.3** Any holiday designated in Section 2 falling on Saturday shall be observed on the immediate preceding scheduled workday. Any holiday designated in Section 2 falling on Sunday shall be observed on the immediate following scheduled workday.

Holidays designated in Section 2 shall be observed on the Federal or State designated days.

In the event that a designated holiday falls on an Employee's scheduled day off other than Saturday or Sunday, the next scheduled workday shall be observed as the holiday.

**Section 10.4** Eligible Employees shall be paid at time and one-half the regular hourly rate for all hours worked on a holiday to 11:00 p.m. Hours worked after 11:00 p.m. shall be paid at two times regular hourly rate.

**ARTICLE XI**  
**SICK LEAVE**

**Section 11.1** Effective July 1, 1987 Employees, after twelve (12) months of employment, shall receive sick leave payable at the rate of one day, eight hours per day straight-time rate from and including the second working day of bona-fide absence caused by illness not to exceed five (5) full days' sick leave in any calendar year. Sick pay may begin on the first day of illness, but only with a physicians authorization. Sick leave will accrue to a maximum of ten (10) days in two (2) years. Employees collecting Workman's Compensation benefits may not receive sick leave as herein provided; however, if such Workman's Compensation benefits are less than the amount of sick leave otherwise provided, Employees shall in addition to Workman's Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave benefits that would otherwise have been received.

**ARTICLE XII**  
**WAGES**

**SEE APPENDIX A (PAGE 17)**

**ARTICLE XIII**  
**GENERAL CONDITIONS**

**Section 13.1** **PROBATIONARY PERIOD** New hires shall be subject to a ninety (90) day work probationary period. During the probationary period, new hires may be disciplined, discharged or laid-off entirely at the Employer's discretion.

**Section 13.2** **DISCHARGE FOR CAUSE** Employees must be terminated for cause. Cause shall include:

- Dishonesty.
- Being under the influence, or use of, liquor or drugs while engaged in the service of the Employer.
- Refusal to perform work as specified or directed by Employer during the regular work day, including refusal to perform overtime work.
- Willful destruction of property by the Employee.
- Incompetence. (poor performance)
- Improper care of Company vehicle, inventory tools or instruments.
- Insubordination (rude and disrespectful behavior toward supervisor)
- Rude and disrespectful he behavior toward a customer.
- The Employee, independently or with others, contracts to perform any electrical or heating equipment service work in competition with the Employer.
- Other gross misconduct.

**Section 13.3** **PROGRESSIVE DISCIPLINE** For events which do not amount to "cause" as defined in Section 2 above, the Employer agrees to adhere to a system of progressive discipline. Progressive discipline may include a verbal warning where appropriate, a written warning where appropriate, a suspension where appropriate, or discharge where appropriate. The Union will be advised in writing of each progressive step.

**Section 13.4** LEAVE 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 I.B.E.W. contract. The maximum period of leave shall be four (4) weeks, after which the Employee shall be subject to call for employment by the Employer. If the Employee fails to return within two (2) working days upon oral or written notification, his status shall be resigned. In calculating the two day period, the day of written or oral notification shall not be counted.

**Section 13.5** PAY PERIOD Employee shall be paid weekly, every other week, or twice per month. Upon termination, all wages and entitlement shall be paid immediately, but no later than the next pay period.

**Section 13.6** OVERNIGHT STAY On all jobs requiring an overnight stay away from home, the minimum expense allowance shall be ten (10) dollars per day for meals plus daily room expense as substantiated by receipts.

**Section 13.7** SAFETY

a) It shall be the responsibility of the Employer to recommend and develop safety work rules that are equal to or greater than the standards of construction established by the Occupational Safety and Health Act (OSHA) as amended, and the Washington Industrial Safety and Health Act (WISHA) as amended.

(b) This Agreement is not intended to and shall not be construed as creating imposing, or adopting any state common law duties.

**ARTICLE XIV**  
**HEALTH and WELFARE**

**Section 14.1** Effective October 1, 2005 the Employer agrees to contribute four dollars and sixty one cents (\$4.61) for each hour worked by each Employee performing work covered by this Agreement to the Puget Sound Electrical Worker's Health and Welfare Trust Fund, a jointly trustee welfare trust created pursuant to Section 302(c) of the Labor Management Relations Act of 1947 (Taft-Hartley).

**Section 14.2** Payments shall be due on the fifteenth day 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.

**Section 14.3** The Employer agrees to be bound by the terms and provision of the Trust Agreement governing the Puget Sound Electrical Worker's Health and Welfare Trust Fund, effective January 1, 1976, and all amendments or revisions hereafter adopted and further agrees to accept as its representative, the current Employer Trustees and their lawfully appointed successors.

**Section 14.4** When Employer is delinquent in filing the contribution report or paying promptly the Health and Welfare contributions required, it is agreed that the Union shall take such action as necessary to effect collections.

**Section 14.5** During the term of this Agreement, additional cost over that contained in Section 1, if any, to maintain benefits provided under the Puget Sound Electrical Worker's Health and Welfare Trust Fund shall increase as follows:

October 1, 2005 Increase to \$4.61 per hour worked.  
June 1, 2006 Increase to \$5.86 per hour worked.  
June 1, 2007 Increase to \$6.86 per hour worked

**ARTICLE XV**  
**PENSION**

**Section 15.1(a)            IBEW PACIFIC COAST PENSION FUND**

Effective January 1, 2002, the Employer agrees to pay the IBEW Pacific Coast Pension Fund at its offices currently established in San Francisco, California, the sum of two dollars and thirty five cents (\$2.35) per hour worked for each Employee covered under the terms and conditions of this Agreement to provide a pension program and to accept, assume, and be bound by all of the obligations imposed upon the individual Employer by the IBEW Pacific Coast Pension Fund Trust Agreement (receipt of a copy which is hereby expressly acknowledged) and any amendments, modifications or changes with respect to said Trust Agreement.

**Section 15.1(b)            NATIONAL ELECTRICAL BENEFIT FUND (NEBF)**

(1) It is agreed that in accordance with the Employees Benefit Agreement of the National Benefit Fund (“NEBF”), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF’s designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent no later than fifteen (15) calendar days following the end of each calendar month.

(2) The individual Employer hereby accepts and agrees to be bound by the Restated Employees Benefit Agreement and Trust.

(3) An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payment have been paid to the appropriate local collection agent.

(4) The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

**ARTICLE XVI**  
**SUBCONTRACTING**

**Section 16.1** All installation, service, repair and maintenance shall be performed by Employees covered by this Agreement. However, it is understood that the Employer shall have the right to apportion work by subcontract in order that work may be carried out in the most efficient manner.

**Section 16.2** In the event the Employer decides it is necessary to subcontract out bargaining unit work, it agrees to give the Union notification of the work to be so contracted out.

**Section 16.3** Should subcontracting cause lack of work to the point of reduction in force to the then current Employees, said subcontracting work shall cease in favor of the then current Employees.

**ARTICLE XVII**  
**SEPARABILITY**

**Section 17.1** 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 XVIII**  
**DURATION**

**Section 18.1** This Agreement shall become effective October 1, 2005, and shall remain in, full force and effect through September 30, 2008 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 September 30, 2008 or prior to September 30th of any automatic renewal year subsequent to 2008, of a desire to amend, modify or terminate this Agreement.

**Section 18.2** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such agreed upon change or supplement shall be in writing and signed by both parties.

SIGNATURE PAGE

In witness whereof the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2005.

SIGNED FOR THE UNION:

SIGNED FOR THE EMPLOYER:

IBEW LOCAL UNION No. 46

WEST SEATTLE FURNACE SALES

\_\_\_\_\_  
GARY A. PRICE  
BUSINESS MANAGER  
AND FINANCIAL SECRETARY

\_\_\_\_\_  
RICHARD LEIDHOLM AND/OR DIANA CHARLES ABELS  
\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BRETT OLSON  
BUSINESS REPRESENTATIVE

\_\_\_\_\_  
DATE

**APPENDIX A**  
**WAGES**

Effective October 1, 2005

<b>Section A.</b>	Journeyman Heating Equipment Technician	\$25.88/hr + 30¢ = \$26.18
	Heating Equipment Technician	\$25.88/hr + 30¢ = \$26.18
	Intermediate	\$22.41/hr + 30¢ = \$22.71
	Trainee II	\$20.01/hr + 30¢ = \$20.31
	Trainee I	\$16.69/hr + 30¢ = \$16.99

Effective October 1, 2006    35¢ increase across Section "A"

Effective October 1, 2007    35¢ increase across Section "A"

**Section B.**    COST OF LIVING ADJUSTMENT (C.O.L.A.)

*For the year October 1, 2005 through October 1, 2007 cost of living (C.O.L.A.) will be frozen.*

1. Effective October 1, 2002, all wages will be increased by a percentage equal to the percentage increase in the Consumer Price Index (C.P.I. Bureau of Labor Statistics, Seattle Urban Wage Earners 1982-84 = 100 Base) from June 2001 through June 2002.
2. Effective October 1, 2003, all wages will be increased by a percentage equal to the percentage increase in the Consumer Price Index (C.P.I. Bureau of Labor Statistics, Seattle Urban Wage Earners 1982-84 = 100 Base) from June 2002 through June 2003.
3. Effective October 1, 2004, all wages will be increased by a percentage equal to the percentage increase in the Consumer Price Index (C.P.I. Bureau of Labor Statistics, Seattle Urban Wage Earners 1982-84 = 100 Base) from June 2003 through June 2004.

**Section C.**    Employees receiving compensation, or merit, or incentive pay above Journeyman hourly rate.