



UNITED ASSOCIATION LOCAL 598

LABOR-MANAGEMENT AGREEMENT

**WITH EMPLOYERS ENGAGED
IN THE
PLUMBING AND PIPEFITTING INDUSTRY
TERRITORIAL JURISDICTION
OF
PLUMBERS AND STEAMFITTERS
LOCAL UNION 598
UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES
OF THE
PLUMBING AND PIPEFITTING INDUSTRY
OF THE
UNITED STATES AND CANADA
AFL-CIO**

EFFECTIVE 6/1/23– 5/31/29

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ARTICLE 1: PARTIES TO AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20__ by and between PLUMBERS AND STEAMFITTERS, LOCAL UNION 598, hereinafter referred to as "Local 598," and _____, hereinafter referred to as "Employer." This Agreement applies to plumbing and pipefitting work performed within Local 598's territorial jurisdiction as determined by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, ("International").

ARTICLE 2: LOCAL 598'S TERRITORIAL JURISDICTION

WASHINGTON COUNTIES

OREGON COUNTIES

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

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

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

This Agreement shall be effective in all areas within the territorial jurisdiction of Local 598 and shall apply to any other area assigned by the U.A. be it temporary or permanent. If the territorial jurisdiction of Local 598 is modified, the area shall remain under existing Agreements until expiration.

ARTICLE 3: RECOGNITION

The Employer, having received a demand for recognition by the Union as the majority representative of its employees covered by the Agreement, acknowledges and affirms that the Union is the sole and exclusive bargaining representative of its employees covered by the labor agreement under Section 9(a) of the National Labor Relations Act, as amended, based on the Union's showing of proof, or offer to show proof, of its majority support.

ARTICLE 4: DEFINITION

4.1 WORK COVERED: The term "plumbing and pipefitting work" includes: a) work defined in the International Constitution as within the craft jurisdiction of the International; b) work awarded to the International by agreements of record or decisions of the National Joint Board for the Settlement of Jurisdictional Disputes 0;

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and, c) work recognized by local area practice as being work within the craft jurisdiction of Local 598 and all other plumbing and pipefitting work assigned to the Employer by customer.

Pipefitter Classifications include but are not limited to:

- Steamfitter
- Gas Fitter
- Pipefitter
- Refrigeration
- Refrigeration Mechanic
- Heating Mechanic
- Refrigeration Pipefitter
- Refrigeration Service Technician
- Air Conditioning Fitter (HVAC)
- Air Conditioning (HVAC) Service Technician
- Gas Distribution Pipefitter
- Pipeline
- Welder
- Instrument Technician
- Instrument Fitter
- Valve Technician
- Valve Fitter
- Valve Actuator Technician
- Plastic Fusion Fitter (HDPE pipe regardless of size)
- Rigger
- Surveyor/Total Station

*All Pipefitter classifications, wages and benefits are defined within this collective bargaining agreement. Article 10.

Plumber Classifications include but are not limited to:

- Plumber
- Residential Plumber
- Service Plumber
- Plumbing Inspector

*All Plumber classifications, wages and benefits are defined within this collective bargaining agreement. Article 10.

4.2 BARGAINING UNIT: The Union and the Employer agree they intend to form and do hereby establish a single multi-employer collective bargaining unit consisting of

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all Employers signatory to this Agreement. The Employer shall be free to designate its own independent representative for purposes of contract administration and negotiation.

ARTICLE 5: MANAGEMENT'S RIGHTS

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

ARTICLE 6: UNION SECURITY

- 6.1 MEMBERSHIP REQUIRED:** The Employer shall require all Employees engaged in plumbing and pipefitting work who are members of Local 598 on the date of execution of this Agreement to maintain such membership as a condition of employment. The Employer shall require all other Employees, either presently on the payroll or future new hires, who are engaged in plumbing and pipefitting work to acquire and maintain membership in Local 598 as a condition of employment on and after the eighth (8th) day following the commencement of their employment or the date of execution of this Agreement, whichever is later.
- 6.2 MEMBERSHIP DEFINED:** Membership in Local 598 for the purposes of this Article shall mean: a) Tendering to Local Union 598 its initiation fee under nondiscriminatory conditions established by Local 598; b) tendering to Local 598 on or before the twentieth (20th) day of each month, the monthly dues established by Local Union 598; and, c) tendering to Local 598 on or before the twentieth (20th) day of each month the working dues (based on the previous month's employment) established by Local 598.
- 6.3 DUES CHECK-OFF:** Employer agrees to check off from wages earned working dues of three percent (3%) and two and one quarter percent (2.25%) for organizing, the

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Industry Advancement Program (IAP) from the basic hourly wage rate, vacation/holiday, and overtime, as a condition of employment under this Agreement, seven tenths of one percent (.7%) for Political Action Committee (PAC) and remit to the Trust Fund Administrator. The Employer's obligation under this Section is contingent upon receipt of a written authorization providing for such deductions. Monies due to Local 598 are held in constructive trust and the provisions of Article 9 shall be applicable to the collection of such funds.

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

ARTICLE 7: GRIEVANCE PROCEDURE

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

ARTICLE 8: PROTECTION OF RIGHTS

- 8.1** **PICKET LINE**: It shall not be a violation of this Agreement or cause for termination, discipline, or permanent replacement for a Worker to refuse to cross or work behind a primary picket line, including but not limited to, a primary picket line at the premises of the Employer or job site at which the Employer is engaged in work. It is not a violation of this Agreement if Local 598 advises Workers to respect or refuse to work behind a primary picket line involving UA-covered work.
- 8.2** **SUBCONTRACTING**: The Employer shall not subcontract or otherwise transfer, in whole or in part, any job site bargaining unit work to any person, firm, corporation or other business entity ("subcontractor") unless the subcontractor is party to a collective bargaining agreement with Local 598. "Job site" refers to the construction, alteration, or repair of a building, structure or other work.

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8.3 **JOB-SITE WORK:** It is the intent of the Employer and Local 598 to protect all job-site work which has been traditionally performed by the bargaining unit or which is fairly claimable as bargaining unit work. Accordingly, all plumbing and pipefitting work customarily performed on the job site shall continue to be performed on the job site or at any location designated by the Employer so long as it is within the geographic territory of Local 598, and meets all other applicable conditions of this Agreement.

8.4 **OFF-SITE FABRICATION, FIELD WORK:**

8.4.1 After notification to Local 598 of an Employer's intent to perform off site fabrication or field work, the Employer may fabricate pipe supports, equipment stands, seismic restraints, brackets, hangers, piping systems and other items covered under the fifty (50) points of jurisdiction regardless of size and type of material used. The fabrication must be performed in a location within the geographical jurisdiction of this Agreement, under the terms of this Agreement, and by Employees covered by this Agreement.

8.4.2 Employers may fabricate outside of the geographical jurisdiction of Local 598 provided that the work is performed by UA Employees at the higher wage and fringe total package of the two local unions. The Employer agrees to allow all payroll records to be examined to verify compliance.

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

8.4.4 If warranty considerations, factory start-up requirements and/or owner requirements will allow, the firing of all boilers and the maintenance of all heating fixtures, refrigeration, evaporation, lubrication, fuel oil separation, air conditioning, and testing of the same when required shall be performed by an Employee covered by this Agreement until the job is completed and accepted by the legal owner. This specifically includes temporary heat.

8.4.5 The Employer may elect to use Addendum B Fab Shop Agreement, provided the off-site fab shop has been approved by the UA Local 598 Business Manager.

8.4.6 UA Local 598 and the Labor Management Cooperation Committee Trust Fund (LMCCT) will form a Fabrication Committee composed of a minimum of (3) Employer representatives appointed by the LMCCT Employer Trustees and (3) Union representatives appointed by UA Local 598. The goal of the Committee is to review and make recommendations regarding the right to purchase and/or furnishing of standard catalog items and/or components that are not custom made and are regularly carried as stock items by the suppliers. The Committee will review current catalog items, make recommendations regarding custom made components, and identify additional components that may be defined as catalog items. Additionally, the Committee shall advise Local 598 and Employers

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Signatory to this Agreement on the best practices, use of technology and contract terms, which may provide for the highest level of market share growth and mutual success. The Committee may determine its own procedures and meeting frequency, but the Committee serves in an advisory capacity only. It shall not revise this Agreement and its function shall not operate as a substitute for the Grievance Process. The Local 598 Business Manager may disband this Committee at any time.

8.5 **CATALOG ITEMS:** Catalog items such as clamps, U-bolts, hangers, supports or similar items may be purchased from any source at the option of the Employer. Installation of such items shall be covered by the terms of this Agreement. Catalog items are not to be construed to be items made to a specific set of specifications or drawings for a single job.

8.6 **PROTECTING BARGAINING UNIT WORK:**

8.6.1 The Local 598 Business Manager, in order to protect and recover bargaining unit work, shall have the authority to modify this Agreement on a single-job basis; provided, however, there shall be no unlawful discrimination in the exercise of this prerogative.

8.6.2 On public works projects where the published prevailing wage is Two Dollars (\$2.00) or more an hour lower than the rates required by this Agreement, the Employer may pay the published prevailing wage rate plus Two Dollars (\$2.00) per hour. Full fringes, with the exception of Supplemental Pension, will be paid in all instances. This provision shall not apply on jobs where the mechanical portion of the job exceeds Fifteen Million Dollars (\$15,000,000.00) nor on jobs covered by a Local or National Project Labor Agreement.

*Article 8.5.2 only applies with the written approval of the Local 598 Business Manager.

8.6.3 For purposes of filling an impromptu request for manpower with site-specific training, the contractor is allowed to recall its workers to a specific site if the worker has those qualifications and has worked for that contractor at that site within the two previous weeks. This recall is to allow contractors to capture additional work and meet qualification needs. Such calls will be filled off the hiring hall in the appropriate rotational basis. The application of this provision is subject to the approval of the Business Manager.

8.7 **JOB ACCESS:** Local 598 representatives shall have access to all places where Workers covered by this Agreement are employed. Such representatives shall notify the Employer's representative of their appearance upon the job site.

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- 8.8 PRE-JOB:** A pre-job conference will be held for any job where the Union or the Employer deems it necessary if the Employer will be hiring more than one craft.
- 8.9 EVASION PROHIBITED:** The Employer shall not directly or indirectly perform, undertake, accomplish or attempt directly or indirectly to perform, undertake or accomplish any plumbing and pipefitting work except in complete compliance with all terms and provisions of this Agreement. The term "Employer" includes any person acting directly or indirectly as an agent for an Employer.
- 8.10 SETTLEMENT OF JURISDICTIONAL DISPUTES:** All Jurisdictional disputes between the Local and the Contractors signatory to this Agreement and any other Union craft or non-union craft shall be settled in the following manner:
- 8.10.1** Work shall be assigned by the Employers signatory to this Agreement in accordance with this Agreement and (a) Article 4 of the United Association Local Union 598 Labor-Management Agreement, (b) National Agreements of record signed by the UA International Union, (c) past jurisdictional decisions made by the Joint Board for the Settlement of Jurisdictional Disputes (GREENBOOK), and (d) historical area practice.
- 8.10.2** If either party of this Agreement is unsatisfied, the dispute shall be immediately taken to expedited arbitration in accordance with the procedures set forth by the Joint Board for the Settlement of Jurisdictional Disputes.
- 8.10.3** This Section applies to all work contracted or subcontracted by the Employers. In the event the above process is complied with, the parties agree to accept and be bound by the outcome. There shall be no strikes, lockouts, work stoppages, slowdowns, or other interferences with the work because of jurisdictional disputes. Should a work stoppage occur, Local 598 shall make every reasonable effort to end the stoppage as soon as possible.
- 8.10.4** Upon request from the Union, the Employer should provide to the Union, a "Post Project Review Form" which will be supplied by the Local Union, that sets out any work assignments made on a jobsite. The Employer and the Union shall ensure the accuracy of the description of the "Post Project Review". The "Post Project Review" shall contain a complete description of any equipment, hangers, supports, the handling, erection, rigging, setting, dismantling, or assembling of all UA scopes of work of any description, the material used, the make-up of the crew, composite crew, etc. name of the project, and the location of the project.

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ARTICLE 9: BARGAINED AND FRINGE BENEFIT FUNDS

9.1 FUNDS IDENTIFIED: The following funds and plans are recognized by this Agreement:

- Plumbers and Pipefitters National Pension Fund (National Pension)
- Washington State Plumbing and Pipefitting Industry Pension Fund (State Pension)
- Local 598 Supplemental Pension Plan (Supplemental Pension)
- Local Union 598 Plumbers and Pipefitters Industry Health and Welfare Fund (Health and Welfare)
- International Training Fund/Eastern Washington - Northern Oregon Area Plumbers, Steamfitters and Refrigeration Fitters Apprenticeship Trust (ITF/JATC)
- Labor/Management Cooperation Committee Trust Fund (LMCCT)
- Industry Advancement Program (IAP)
- Political Action Committee (PAC)
- Local 598 Plumbers and Pipefitters Industry (Vacation/Holiday) Fund
- Political Education Committee (PEC)

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

9.2 TRUST/TRUSTEES ACCEPTED: Local 598 and the Employer agree to be bound by all of the terms and conditions of the trust agreements creating the various Funds and all lawful amendments thereto and do further agree to accept as their representatives, the Union Trustees and the Employer Trustees who constitute the Board of Trustees created by such trust agreements and their lawful successors. The collection of all contributions, reporting procedures and auditing shall be in accordance with the terms of this Agreement, the terms of the applicable trust agreements and any lawful rules and regulations of the Trustees of such Funds. In the event of conflict, this Agreement will prevail.

9.3 AUDITS: The right of the Trustees of the Funds and Local 598 to conduct audits of the Employer's records pertaining to wages, vacation/holiday, travel pay, dues check-off and Fund payments is recognized and agreed to by the Employer. If an audit conducted pursuant to the terms of this Agreement reveals the Employer has underpaid wages, savings, travel pay, dues check-off or Fund contributions in any period audited, the Employer shall be required to pay the entire cost of the audit. It shall be the Employer's responsibility to obtain appropriate forms for reporting Fund payments.

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9.4 **PAYMENTS DUE:** **Prior to June 1, 2024**, Employer remittance report forms and fringe benefit contributions are due at the Trust Funds' bank/Administrator's office by the 20th day of the month following the month in which the work was performed by covered employees. Remittances will be delinquent if not postmarked by the 15th day of the month. For example, if the remittance report and fringe benefit contributions based on hours worked by covered employees in the month of June, was received on July 23 and was postmarked by July 15, the remittance will not be deemed delinquent. **On and after June 1, 2024**, all Employers will be required to report and remit contributions electronically. **All reports and contributions must be received (by the Administrator's Office and the bank, as applicable) no later than the 20th day of the month following the month in which the covered hours were worked.** The Trustees shall be authorized to initiate collection action in their own name or in the name of the respective Fund against any Employer who is delinquent after the twentieth (20th) day of the month following the month in which the contributions were earned. A constructive trust shall exist in favor of the Funds and Local 598 with respect to monies due but not transmitted. Fund payments shall be made on all compensable hours.

9.4.1. LATE VACATION/HOLIDAY PAYROLL DEDUCTION: All parties signatory to this agreement understand and agree that Vacation/Holiday Payroll Deductions not remitted and received by the appropriate entity, consistent with Article 9.4 above, and causing an employee's late receipt of monies, shall result in a penalty equal to five hundred dollars (\$500.00) paid as payroll to the employee and due within the employer's next payroll period after notification by the Local Union. However, an Employer shall be excluded from the penalty assessed by this section for the first violation in a calendar year.

9.5 **INTEREST, DAMAGES, FEES AND VENUE:** In the event of suit, the Fund and/or Local 598 shall be entitled to recover, in addition to the principle sum due, an amount equal to the greater of interest computed at twelve percent (12%) per annum or liquidated damages in an amount not in excess of twenty percent (20%) of the principal amount due. Such sums are due on and after the date of delinquency. In addition, Local 598 and/or the Fund or prevailing party shall be entitled to recover reasonable attorney's fees and actual cost incurred in litigation. Venue for any suit brought by Local 598 and/or the Funds to enforce the payment of any monies owed by an Employer, to compel the filing of remittance report forms or to compel a payroll may be maintained in a court of competent jurisdiction (federal or state) in Multnomah County, Oregon, or King County, Washington.

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ARTICLE 10: WAGES AND FRINGE BENEFITS

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

	<u>Effective</u> <u>6/1/22</u>	<u>Effective</u> <u>6/1/23</u>	<u>Effective</u> <u>6/1/24</u>	<u>Effective</u> <u>6/1/25</u>	<u>Effective</u> <u>6/1/26</u>	<u>Effective</u> <u>6/1/27</u>	<u>Effective</u> <u>6/1/28</u>
		(\$4.40)*	(\$4.20)*	(\$3.40)*	(\$3.00)*	(\$3.10)*	(\$3.20)*
Wage on the Check:	\$54.00	\$57.00					
<u>HOURLY TAXABLE WAGE</u>	54.00**	\$57.00**					
Swing Wage on the Check:	\$59.40	\$62.70					
<u>HOURLY TAXABLE WAGE</u>	\$59.40**	\$62.70**					
Grave Wage on the Check:	\$62.10	\$65.55					
<u>HOURLY TAXABLE WAGE</u>	\$62.10**	\$65.55**					
Health & Welfare:	\$12.80	\$13.00					
National Pension:	\$4.23	\$4.23					
State Pension:	\$6.00	\$6.92					
Supplemental Pension:	\$8.80	\$9.00					
ITF/JATC:	\$2.28	\$2.36					
LMCCT:	\$0.30	\$0.30					
<u>TOTAL FRINGES:</u>	\$34.41	\$35.81					
<u>TOTAL PACKAGE DAYS:</u>	\$88.41	\$92.81					
<u>TOTAL PACKAGE SWING:</u>	\$93.81	\$98.51					
<u>TOTAL PACKAGE GRAVE:</u>	\$96.51	\$101.36					

* To be distributed as determined by the Union

** Included in the “HOURLY TAXABLE WAGE” are the requirements of **RCW 49.46** and all associated RCWs (WA Sick Leave, \$1.43/ hour), as well as, the “**Vacation/Holiday Payroll Deduction, \$8.00/ hour**”, *SEE Article 10.8- Article 10.8A.*

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10.1.1 OREGON ZONE PAY: Zone 1: Base Rate: \$57.00- Fringe Rate: \$35.81
Zone differential pay for zone within Oregon. Zone 2 eighty (80) miles or more add \$ 10.62 to base rate of Zone 2 not to exceed \$80.00 per day. Reference Counties: Umatilla, Grant (only in Oregon), Morrow, Wallowa, Union. Plumber, Steamfitter, Pipefitter zone miles based on City Hall from Reference City, Pasco, Washington.

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

		Incoming Apprentices after 5/31/13
		<u>Savings, State, Supp & National Pensions</u>
<u>Apprentice Time</u>	<u>Percentages</u>	
First Six Months	45%	45%
Second Six Months	50%	50%
Third Six Months	55%	55%
Fourth Six Months	60%	60%
Fifth Six Months	65%	65%
Sixth Six Months	70%	70%
Seventh Six Months	75%	75%
Eighth Six Months	80%	80%
Ninth Six Months	85%	85%
Tenth Six Months	85%	85%

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

	<u>06/01/23</u>
*Wage on the Check:	\$22.05**
Health and Welfare:	\$13.00

TOTAL PACKAGE:\$35.05

*Wage on check figured at 45% of Journeyman hourly wage on the check – less vacation/holiday pay.

** Included in the “HOURLY TAXABLE WAGE” are the requirements of **RCW 49.46** and all associated RCWs (WA Sick Leave, \$0.55/ hour), SEE Article 10.8-Article 10.8A.

10.4 SUPERVISION

10.4.1 CREWS WITH EIGHT (8) OR FEWER WORKERS: On job sites with eight (8) or fewer Workers, the Employer shall pay no less than ten percent (10%) per hour above the basic journeyman rate for Workers

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classified as foremen; twenty-five percent (25%) per hour above the basic journeyman rate for Workers classified as general foremen; and thirty-five percent (35%) per hour above the basic journeyman rate for Workers classified as piping superintendents. Foremen, general foremen and superintendents dispatched by Local 598 shall receive full fringes.

10.4.2 CREWS WITH MORE THAN EIGHT (8) WORKERS: Crews with more than eight (8) Workers, the Employer shall pay no less than fifteen percent (15%) per hour above the basic journeyman wage rate for Workers classified as foremen; twenty-five percent (25%) per hour above the basic journeyman rate for Workers classified as general foremen; and thirty percent (35%) per hour above the basic journeyman rate for Workers classified as piping superintendents. Foremen, general foremen and superintendents dispatched by Local 598 shall receive full fringes.

10.5 HIGH/MASK PAY: High/Mask pay is One Dollar (\$1.00) above the basic hourly wage rate. High/Mask pay shall be in one (1) hour minimum increments. High pay is due when a Worker is required to work on a ladder, scaffolding, or similar work environment subjecting the Worker to a direct fall of thirty-five feet (35') or more.

10.6 HOT TIE-INS: Any Worker directed to work on an in-service piping system or equipment making tie-ins shall be paid at the designated rate of pay of foreman for the **hours worked in one-hour increments**. The regular foreman shall receive the rate of general foreman for the **hours worked in one-hour increments**. Any hazardous condition of this type shall be reported immediately by the steward to the business office.

10.7 JURY PAY: The Employer agrees to reimburse Workers for lost time wages while serving on jury duty, provided the Worker submits proof to the Employer of such lost time. Jury duty pay liability shall not be applicable to an Employer whose payroll is less than fifteen (15) Workers per job site. Compensation received for serving on the jury shall be deducted from the sum due the Worker.

10.8 SICK LEAVE PAY AND LOCAL 598 VACATION/HOLIDAY PAYROLL DEDUCTION: The Local 598 vacation/holiday payroll deduction at the current negotiated rate of \$8.00 per hour worked, and the Local 598 negotiated Sick Leave pay shall be included in the basic wage rate for computation of overtime, shift differential, working dues, and supervision.

10.8.A SICK LEAVE PAY AND LOCAL 598 VACATION/HOLIDAY PAYROLL DEDUCTION: Sick leave pay and Local 598 vacation/holiday payroll deduction shall be included in the basic wage rate for computation of overtime, shift differential, working dues, and

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supervision. The amount of “designated paid sick leave” from this date forward will be the hourly rate equivalent to 1/40th of the “basic hourly taxable wage” and then added to the “hourly taxable wage”. This method of paid sick leave calculation will follow negotiated wage scales in the current Labor-Management Agreement for all job classifications and wage rates, including but not limited to, shift differential and overtime provisions. In the event either Local 598 or the Employer has a good faith belief that this Article 10.8.A or the administration and payment of sick leave benefits to the employees is not in compliance with Washington State paid sick leave law, regulations, or court and administrative decisions, the parties will promptly meet, bargain in good faith, and modify this Article 10.8.A in a manner that allows the Employer to remain in compliance, with the minimum requirements of the Washington State paid sick leave law.

10.8.A.1 WASHINGTON PAID SICK LEAVE LAW: Local 598 and the Employer are committed to full compliance with the Washington paid sick leave law. To that end, Local 598 and the Employer have negotiated contract language that fulfills the requirements of RCW 49.46 and all associated RCWs (WA Sick Leave). The Employer contribution for sick leave benefits will be paid to the employee as gross wages for every hour worked, pursuant to Article 10.8.A and subject to all state and federal deductions. The other applicable provisions of Article 9 of this Agreement, i.e. **TRUST/TRUSTEES ACCEPTED, AUDITS, INTEREST, DAMAGES, FEES, and VENUE** apply to the sick leave contribution.

10.8.A.2 MONTHLY REPORTS: Local 598 and the Employer expect the Health and Welfare Fund to issue a monthly report to employees who have accrued sick leave hours. The monthly report will be for sick leave hours reported to the Health and Welfare Fund on and after July 29, 2019. The monthly report shall include the following information:

- (a) The sick leave hours paid to the employee’s sick leave account since the last report;
- (b) The amount of sick leave hours used by the employee from their sick leave account since the last report; and
- (c) The total amount of sick leave hours in the employee’s sick leave account.

10.8.A.3 ADMINISTRATION OF SICK LEAVE BENEFITS: Local 598 and the Employer delegate to the Board of Trustees for the Health and Welfare

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Fund the authority to develop rules and procedures for the administration and tracking of sick leave hours for employees, provided the rules and procedures are consistent with the Washington state paid sick leave law and applicable regulations.

10.8.A.4 REVISIONS TO SECTION 10.8.A: Local 598 and the Employer recognize that the Washington state paid sick leave law is still new and regulations and interpretations of the law are still being developed or modified. In the event either Local 598 or the Employer has a good faith belief that Article 10.8.A or the administration and payment of sick leave benefits to employees is not in compliance with the Washington state paid sick leave law, regulations, or court and administrative decisions, the parties will promptly meet, bargain in good faith, and modify Article 10.8.A in a manner that allows the Employer to remain in compliance with the minimum requirements of the Washington state paid sick leave law.

10.8.A.5 NON-DISCRIMINATION: Neither Local 598 or the Employer will discriminate or retaliate against an employee for the lawful use of sick leave benefits. An employee will not be disciplined for the lawful use of sick leave benefits. Local 598 and the Employer will not discriminate or retaliate against an employee for the lawful exercise of his/her rights under the Washington state paid sick leave law.

10.8.A.6 CHANGE IN WASHINGTON LAW: Local 598 and the Employer agree that if the Washington state paid sick leave law is rescinded, amended, sunset, employees covered by a Collective Bargaining Agreement are exempt from the law, or there is a reduction or cut-back in paid sick leave benefits, the hourly contribution negotiated for paid sick leave shall not be subject to any type of claw back or reimbursement to the Employer, and the hourly contribution for paid sick leave will be incorporated into the employee's hourly wage and/or fringe benefit package as determined by Local 598.

10.9 TRAVEL/SUBSISTENCE:

10.9.1 ZONES: Recognized dispatch points are:

10.9.1.1 Zone 1: Local 598 business office for Franklin, Benton, Walla Walla, Columbia, Garfield, Whitman and Asotin Counties.

10.9.1.2 Zone 2: Yakima, Washington, post office building for Yakima, Klickitat and Kittitas Counties.

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

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

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

10.9.2 TRAVEL PAY:

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

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

10.9.3 SUBSISTENCE: If the job is eighty-five (85) or more miles from the dispatch point, the Employer shall pay one (1) round-trip mileage charge computed at the IRS allowed rate per mile and shall pay One Hundred Twenty Five Dollars (\$125.00) for each day worked from date of hire to date of termination on such job. Any holiday named in this Agreement which falls within the work week shall be treated as a day worked, if the Worker is available for work on the regular work day preceding and following the holiday. If a holiday falls on a Friday, Saturday, Sunday or Monday, no subsistence will be paid for that day if it is not a scheduled work day unless a Worker is required to work, in which case subsistence will be paid.

10.10 OUT OF JURISDICTION WORK: When a Worker is sent by the Employer to perform work outside the territorial jurisdiction of Local 598, the Worker shall be paid full wages for travel time and actual transportation costs, unless vehicular transportation is provided by the Employer (such

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transportation to be agreed upon by the Union and Employer in writing), reasonable motel costs and per diem based upon the applicable US General Services Administration (GSA) rates for each day required to be out of Local 598's territorial jurisdiction.

10.11 ESTIMATING: Any Worker dispatched by Local 598 for estimating, detailing or performing take-off work shall be paid at journeyman scale.

10.12 HOLIDAYS: Legal holidays shall consist of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. These holidays will be observed in accordance with the date nationally recognized. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

10.12.1 VETERANS DAY: Veterans Day may be observed by an employee with no penalty. The Employer will not be responsible for those wages. If Veterans Day is worked, holiday pay does not apply.

ARTICLE 11: PAYMENT OF WAGES

11.1 WHEN DUE/WAITING TIME: Wages shall be due and payable during working hours on the designated payday a minimum of one (1) hour before the established quitting time or the Workers shall be at the shop to receive their wages. When a payday falls on a holiday, wages shall be due and payable on the preceding work day. Paychecks must be negotiable at a local bank (in the locale of the job) without charge to the Worker. All time consumed in waiting for wages after quitting time or in the event of an NSF check shall be considered overtime and paid at the regularly-established overtime rate. Such waiting time shall be considered liquidated damages and shall not exceed twice the amount due.

11.1.1 DIRECT DEPOSIT: In the event the employer offers direct deposit, Local 598 is not opposed to the employers' paying by direct deposit (electronic bank transfer) under the following conditions:

- The Employee has requested, in writing, the direct deposit form of payment, this is optional for the employee.
- The Employer has the responsibility to notify the union and employee of payday.
- Employer will make a deposit to the Employee's bank prior to the work shift payday. The employer will not be held responsible for the internal transfers.
- By payday the employee will be given a copy of check stub either by hard copy or electronically, itemizing deductions and total of hours worked.

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- The employee will be given the ability to call his/her bank to verify the deposit has been made in his/her account before lunch period. The employer must be notified before the last three hours of the shift in order to rectify any payroll issues.
- In cases where funds have not been deposited in the employee's account and the employer had been notified in a timely manner, the penalty language in Article 11.1 will be enforced. (Unless the employer can prove that it has done all it can to ensure timely payment to employee).
- Article 11.1 will be enforced starting at the end of shift of the day the employer is notified there has been a lack of funds through the electronic bank transfer.

11.2 FIVE-DAY WITHHOLDING: No Employer shall be permitted to withhold more than five (5) regular working days pay from the pay of any Worker for any purpose.

11.3 DEDUCTIONS ITEMIZED: Each paycheck shall be accompanied by an itemized statement of deductions, total hours worked and paid and a statement of travel and subsistence earned by the Worker.

11.4 REPORTING TIME: A Worker, after being hired and reporting for work at the regular starting time, and for whom no work is available, shall receive pay for two (2) hours at the basic straight-time hourly rate of wages. A Worker who reports for work and for whom work is available shall receive pay for two (2) hours at the basic straight-time hourly rate of wages, or hours worked, whichever is greater.

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

ARTICLE 12: OVERTIME

12.1 DEFINED: All work performed in excess of the standard eight (8) hour work day Monday through Friday up to ten (10) hours, and work performed on Saturday up to ten (10) hours shall be at the rate of one and one-half (1-1/2) times the basic hourly wage rate for the applicable classification. All work performed beyond ten (10) hours on Monday through Saturday and all work on Sundays and holidays shall be paid at two (2) times the basic hourly wage rate. Work performed on Christmas Day shall be paid at two and one half (2-1/2) times the basic hourly wage rate for the applicable classification.

12.2 BREAK BETWEEN SHIFTS: Where the performance of overtime work results in less than an eight (8) hour break between shifts, the following shift shall be paid at double time.

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- 12.3 MEALS:** When a Worker is required to work the regularly-established lunch, he/she shall be paid for such lunch period at the regular overtime rate and as soon as possible shall be allowed a thirty (30) minute paid lunch period.
- 12.4 MEALS UNSCHEDULED FOR AN 8 (EIGHT) HOUR SHIFT :** When a Worker, at the direction of the Employer, works unscheduled overtime they shall be allowed a paid thirty (30) minute paid meal period no more than five (5) hours after their first regular meal period and every four (4) hours thereafter. The Employer shall provide the meals. If between mutual consent of the Employer and the Local 598 Business Manager that the meals will not be provided by the Employer and the thirty (30) minutes meal period will not be taken, then the worker will receive thirty (30) minutes pay for no meal received and thirty (30) minutes pay for no meal period. This time will be paid at the applicable overtime rate.
- 12.5 SHIFT WORK:** Where shift work is being performed, all work prior to or after the scheduled shift shall be paid at the appropriate overtime rate. The overtime rate in effect at the beginning of the scheduled shift shall be applicable to overtime hours worked immediately following the conclusion of that shift. For example, a shift starting on a Friday would require time and one-half (1-1/2) for post-shift overtime, but a shift starting on a Sunday would require double-time for post-shift hours.

ARTICLE 13: WORK DEFINED

- 13.1 HOURS OF LABOR:** Standard work day shall be between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall be between 8:00 a.m. Monday to 4:30 p.m. Friday. All work performed in excess of the regular work day or work week shall be at the overtime rate as provided in this Agreement.

Lunch may start 4 hours after start of shift but no later than five (5) hours after the start of shift, with two (2) rest periods, one before and one after the lunch period as close to the middle of the work periods. The job schedule of either 5-8's (or 4-10's per Article 13.6 "Shift Variance") with start times and lunch times will be established at pre-job prior to job starting.

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

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

Shift work shall not be permitted unless each Worker is scheduled for a period of not less than five (5) consecutive days. A second (2nd) shift will not be allowed unless

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there is a first (1st) shift, and a third (3rd) shift will not be allowed unless there is a second (2nd) shift. Exceptions can be made by mutual agreement between the Employer and Local 598 Business Manager.

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

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

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

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

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

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

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

13.4.1 **EATING PERIODS:** The first shift shall have two (2) scheduled eating periods, the second of which is a paid eating period. The second shift shall have two (2) scheduled and paid eating periods. Workers will furnish their own meals and be allowed adequate time to eat.

13.4.2 **PAY:** The basic rate of pay for the second (2nd) shift will be ten percent (10%) over the basic hourly wage rate, inclusive of vacation pay.

13.5 **SHIFT VARIANCE:** The Employer may adjust the scheduled start time as per this Agreement and one hour in either direction. When client or general contractor requirements necessitate shifts being worked that are not described in this Agreement,

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including but not limited to the four-day, 10-hour shift, alternate shifts may be established by mutual agreement between the Local 598 business Manager and the Employer.

13.6 **4-10'S SHIFT** A ten (10) hour workday may be scheduled by mutual agreement between the employer and Local 598 Business Manager. If approved the following provisions will be in place:

- Day Shift starting time is between 6:00 and 7:00 AM.
- Second Shift starting time is between 5:00 and 6:00 PM.
- The morning and afternoon breaks shall be a minimum of fifteen (15) minutes and will be placed as close to the middle of each work period as possible.
- No work period shall last longer than five (5) hours without a meal break.
- The work week shall start on Monday and end on Thursday.
- The first (10) ten hours of work on Friday and Saturday shall be paid at (1 ½) one and a half times the basic hourly wage rate.
- All hours worked over ten (10) hours a day as well as Sundays and Holidays shall be paid at two (2) times the basic hourly wage rate.

ARTICLE 14: WORKING CONDITIONS

14.1 **STANDARDS OF EXCELLENCE:** Union and Contractors agree to Standards for Excellence in Addendum C.

14.2 **TERMINATION:** No Worker shall be terminated or disciplined except for just cause. Failure or refusal to perform work or operate equipment in violation of applicable law or code is not grounds for termination or discipline. A Worker terminated for cause shall receive all wages in full to be mailed by certified mail to the address provided by the Employee to the Employer or available in the office on the next regularly-scheduled pay day. At the time of layoff, a worker shall receive all wages in full. On the date of termination or lay off, the Employer will issue a termination form which will state the reason for termination (i.e., reduction in force, voluntary quit, or discharge for cause) and shall indicate on the form whether the Worker is eligible for rehire.

14.3 **WORKER EVALUATION AND ASSISTANCE:** If an Employer rejects an applicant for just cause, terminates a Worker for cause, advises the Union that a Worker is ineligible for rehire or determines a Worker is unsatisfactory to the Employer, the

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Employer shall advise the Union of the reasons therefore on a form provided by the Union. The Union will make an investigation and will take appropriate action with respect thereto. The Employer shall not be liable to any Worker or to the Union on account of submittal of an unsatisfactory evaluation to the Union, nor shall the Union be liable to such Worker or to any Employer on account of any action or inaction taken in response to such evaluation.

14.4 INJURY: Any Worker injured on the job or in the shop to the extent of requiring a doctor's care or hospitalization shall be paid for a full day's pay not to exceed his regularly-scheduled shift for the day of injury. In addition, when the Worker returns to work and is required to report to a doctor for periodic care during working hours as a result of the injury it shall be at no loss of wages to the Worker. The Worker will make every effort to arrange his appointments to accomplish the minimum lost time. An Employer may require a statement from the attending physician that the Worker was unable to return to work the day of the injury and/or the day of subsequent treatment or appointments.

14.5 CHANGE SHED/LUNCH ROOM/SANITARY FACILITY:

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

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

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

14.7 TOOLS: All tools, equipment and vehicles necessary for a job shall be furnished by the Employer. Equipment and vehicles shall be insured by the Employer. No Worker

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shall be required or permitted to supply, lease, rent or loan any means of conveyance, tools or equipment. The Employer shall furnish all tools needed and stamp or paint such tools with a proper mark for identification purposes. The Employer may establish reasonable rules and regulations and define due care of tools to implement this section. A copy of such rules shall be provided to the Union and to each Worker. The Worker shall exercise due care over all tools furnished and shall be responsible for losses resulting from the failure to exercise such care. At termination of employment, the Worker shall return keys, credit cards, tools and all other Employer's property in his possession to the Employer. The Employer must maintain all equipment in a safe working condition. The Worker will not be required to work with equipment which is not maintained in a safe working condition.

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

14.8.1 DRUG TESTING: The Union agrees to negotiate with the Employer a fair and reasonable drug testing policy where necessary.

14.8.2 CANNABIS: The Employer agrees to establish processes and procedures for the testing of cannabis which will allow for an employee's legal consumption in accordance with the State laws governing the geographical jurisdiction of this Agreement. This Section will not supersede the testing requirements of the project Owner or Prime Contractor. The Parties understand that the lack of State and Federal testing guidelines and processes may affect the Employer's immediate implementation of this Section, in which case the Parties agree to good faith negotiations pursuant to Article 14.8.1 where necessary.

ARTICLE 15: SAFETY

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

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

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

ARTICLE 16: STEWARDS

- 16.1 APPOINTMENT/DUTIES:** Shop or job stewards shall be appointed by the Business Manager of Local 598. Upon appointment, the steward shall identify himself to the Employer. Stewards will be allowed access to all areas where Workers covered by this Agreement are employed and shall be allowed reasonable time from their work assignments for the performance of steward duties. Stewards are not authorized to threaten, direct, or cause a work stoppage or slow down. All stewards shall work with tools.
- 16.2 TERMINATION:** No steward shall be terminated or laid off without reasonable advance notice to Local 598, and the steward or a designated temporary steward shall be on the job whenever overtime is performed, provided he/she is qualified to do available work.

ARTICLE 17: SUPERVISION

- 17.1 INTENT:** The intent of this Article is to provide for adequate supervision on all job sites in order to promote productivity and safety.
- 17.2 SELECTION:** The selection and number of craft foremen and general foremen shall be the responsibility of the Employer. Foremen and general foremen shall take orders from individuals designated by the Employer. When three (3) or more Workers are employed, one (1) shall be designated the foreman.
- 17.3 PAY:** Foremen, general foremen and superintendents dispatched to the Employer shall be paid as such for the duration of their employment with the Employer.
- 17.4 WORKING FOREMAN:** A foreman will be permitted to work with the tools as long as the total crew including the foreman does not exceed seven (7) Workers. When the crew totals eight (8) Workers, including foreman, the foreman shall not be expected to perform the productive work of a journeyman. A foreman may work on an intermittent basis to facilitate construction convenience and/or to insure a safe work effort.
- 17.5 CREW SIZE:** Crew size will have a maximum of fourteen working U.A. personnel, fifteen (15) with Foreman. On jobs with more than thirty (30) U.A. personnel there will be a General Foreman. Each General Foreman will have a maximum of sixty (60) U.A. members. Line of organization shall be maintained (chain of command.)

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ARTICLE 18: APPRENTICES

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

ARTICLE 19: HELPERS

- 19.1 SCOPE OF WORK:** The following is the scope of work allowed for helpers working at the direction of a journeyman:
- Material handling with forklift, not allowed to rig with forklift.
 - Manual hole cutting and digging.
 - Manual material handling and distribution.
 - Fixture and equipment cleaning and protection.
 - Concrete grouting
 - Tool repair, cleaning and pick-up activity.
 - Job clean-up activity.
 - Help journeyman lift and position heavy components. (not fit-up)
 - Work not covered under Article 4.1
- 19.2 REQUIREMENTS:** Employers requesting helpers shall be required to have the approval of the Local 598 Business Manager to verify the need for helpers prior to filling any work orders. Referral of helpers may be from the list of eligible apprenticeship applicants.

ARTICLE 20: HIRING HALL

- 20.1 LEGAL REQUIREMENTS:** The Union will maintain a nondiscriminatory hiring hall for the purpose of referring applicants to Employers bound by this Agreement. The hiring policies, rules and regulations in governing employment under this Agreement shall, at all times, meet the requirements of the National Labor Relations Act as amended. Hiring rules and regulations adopted and published by Local 598 shall be posted at the Union Hall.

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

20.3 CALL BY NAME:

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

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

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

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

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

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

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

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

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- 20.6** **REVERSE LAYOFF**: Layoff will be by classification and in reverse order of dispatch priority (i.e., pipefitter reduction in force: First: "D" List pipefitters; next, "C" List pipefitters; next, "B" List pipefitters; and then, "A" List pipefitters).
- 20.7** **FEE**: The hiring hall will be operated at the expense of Local 598. In the event it becomes necessary to charge a service fee for maintenance of the hiring hall, the fee will be set by Local 598 in accordance with the applicable law and will be paid by the hiring hall applicant.

ARTICLE 21: SAVINGS CLAUSE

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

ARTICLE 22: TERM OF AGREEMENT

- 22.1** **EFFECTIVE DATES**: This Agreement shall be effective from June 1, 2023, through May 31, 2029, and shall renew itself from year to year thereafter unless either party gives written notice sixty (60) days prior to May 31, 2029, or a subsequent anniversary date, of intent to modify or terminate this Agreement. The Employer waives the right, if any exists, to repudiate this Agreement during its term and during the term of any extension, modification, or amendment. The Employer and Local 598 agree to negotiate in good faith with respect to a successor agreement, in the event either gives notice to modify or terminate this Agreement.
- 22.2** **SUPPLEMENTAL PENSION PROVISION**: During the term of this Agreement, the Employer agrees if the Trustees of the current Supplemental Pension Plan take action to convert that plan to a Multi-Employer 401K Plan, the Employer will facilitate the necessary accounting to accomplish that conversion.

ARTICLE 23: HEADINGS

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

ARTICLE 24: CONTRACT ADDENDUMS

Addendums included in this agreement maybe opened annually by mutual agreement of the Local 598 Business Manager and the Local 598 Contractors Association that were involved in the negotiation of this contract.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

UNITED ASSOCIATION LOCAL 598 COLLECTIVE BARGAINING AGREEMENT

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

FOR LOCAL 598:
*Nickolas A. Bumpaous, Business Manager
UNITED ASSOCIATION, LOCAL 598*



(X) _____

(X) _____

Date: _____

Date: _____

Company Name: _____

Signer's Printed Name: _____

Signer's Title/Position: _____

Street Address (actual location): _____

Mailing Address (if different than above): _____

City, State and ZIP Code: _____

Contact Name: _____ Email: _____

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

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

Bonding Company Address: _____

Bond No.: _____ Dated: _____

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM A
PRE-EMPLOYMENT DRUG TEST AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL
COLLECTIVE BARGAINING AGREEMENT**

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

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

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

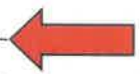
Approved/Signed:

Nickolas A. Bumpaous, Bus. Mgr.
United Association, Local 598

Dated: _____

Printed Name: _____
Company: _____

Dated: _____



**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM B
FAB SHOP AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

*****OFF SITE FAB SHOP** must be approved by Local 598 Business Manager.

ZONE: SHOP DISPATCH POINT: When an Employer’s shop is permanently established within the jurisdiction of Local 598, the shop may be used as a dispatch point.

OVERTIME: DEFINED: All overtime work will be at one and a half times the applicable classification basic hourly rate except Sundays and holidays shall be paid at two (2) times the basic hourly wage rate. Work performed on Christmas Day shall be paid at two and one half (2-1/2) times the basic hourly wage rate for the applicable classification.

APPRENTICES: Qualified apprentices may weld fillet welds on U.A. work and all work not included under 4.1 at apprentice scale if qualified by Local 598 JATC or Contractor.

MECHANICAL HELPERS: The following is the scope of work allowed for mechanical helpers working at the direction of a journeyman:

- Material handling with fork lift, not allowed to rig with fork lift
- Manual material handling and gas bottle distribution
- Fixture and equipment cleaning and protection
- Cutting material, hole drilling, hole punching, at permanent stations only
- Tool repair, cleaning and pick-up activity
- Job clean-up activity
- Help journeyman lift and position heavy components (not fit-up)
- Work not covered under Article 4.1.

Mechanical Helpers will be paid in accordance with the following schedule:

	<u>6/1/23</u>
*Wage on Check	****\$ 25.65
**Health and Welfare	\$ 13.00
TOTAL PACKAGE	\$ 38.65

*Wage on check figured at 45% of journeyman total hourly wage

** , the Health & Welfare contribution rate shall be equal to the current Health & Welfare rates outlined in Article 10.1 of the Master Agreement.

***Term of Agreement: Article 23 and Article 24 of the Master Agreement.

**** Included in the “HOURLY TAXABLE WAGE” are the requirements of **RCW 49.46** and all associated **RCWs** (WA Sick Leave, \$0.64/ hour), SEE Article 10.8- Article 10.8A.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM B – continued
FAB SHOP AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

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

CALL BY NAME:

The Employer may call one (1) applicant per project at fab shop from the applicable Zone A list.

The Employer may recall from the applicable Zone A list any three (3) employees per project to shop who has worked for the Employer within fab shop covered by this Agreement during the preceding twelve (12) months.

When the Employer's work force at fab shop is twenty-four (24) or fewer workers and is forty percent (40%) call-by-name or call-back-by-name, the Employer will not be eligible for any call-by-name privileges pursuant to the provisions set forth in (20).3.1 and/or (20).3.2, above.

When the Employer's work force at fab shop is twenty-five (25) or more workers and is thirty-three percent (33%) call-by-name or call-back-by-name, the Employer will not be eligible for any call-by-name privileges pursuant to the provisions set forth in (20).3.1 and/or (20).3.2, above.

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

Approved/Signed:

Nickolas A. Bumpaous, Bus. Mgr.
United Association, Local 598

Printed Name: _____
Company: _____



Dated: _____

Dated: _____

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM C
UA STANDARDS FOR EXCELLENCE
*MEMBER AND LOCAL UNION RESPONSIBILITIES***

To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his or her implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the Employer and their fellow workers by arriving on the job ready to work, every day on time. (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods. (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the Employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty, ensuring a zero-tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customer's property. (Waste and property destruction, such as graffiti will not be tolerated.)
- Respect the UA, the customer, client, and contractor by dressing in a manner appropriate for our highly skilled and professional craft. (Offensive words, symbols on clothing and buttons are not acceptable.)
- Respect and obey Employer and customer rules and policies.
- Follow safe, reasonable, and legitimate management directives.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM C
UA STANDARDS FOR EXCELLENCE
*EMPLOYER AND MANAGEMENT RESPONSIBILITIES***

MCAA/MSCA, PFI, NCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively and, as such, have the following responsibilities under the UA Standard for Excellence:

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to Employees.
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions, and material are readily available in a timely manner.
- Provide proper storage for contractor and Employee tools.
- Provide necessary leadership and problem-solving skills to jobsite supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage Employees but, if necessary, be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment, and following occupational health and safety guidelines.
- Promote and support continued education and training for Employees while encouraging career building skills.
- Employ an adequate number of properly trained Employees to efficiently perform the work in a safe manner, while limiting the number of Employees to the work at hand, thereby providing the customer with key performance indicator of the value of the UA Standard for Excellence.
- Treat all Employees in a respectful and dignified manner, acknowledging their contributions to a successful project.
- Cooperate and communicate with the job steward.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM D
LIGHT COMMERCIAL PIPING AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

*****SCOPE: Light Commercial facilities including:**

1. Warehouses that are not part of a single owner industrial complex that are not included in a refinery or similar industrial complex otherwise covered in a commercial agreement. Other warehouse facilities, if approved by the Business Manager may be included.
2. Commercial storage facilities.
3. Medical/Dental Clinics not exceeding 10,000 square feet and not part of a hospital occupancy.
4. Ground level or single-story office buildings in business parks, single retail facilities, Gas stations, strip malls, mini marts, churches, single level convalescent homes, restaurants
5. Hotels and motels up to and including (4) four stories.
6. Apartment complexes over 200 units.
7. 7.5 ton HVAC/rooftop units

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

CLASSIFICATION OF EMPLOYEES:

- A. **Light Commercial Journeyman:** A Light Commercial Journeyman must have a Washington State Journeyman plumber license (PLOI) and/or 06A electrical license with an EPA universal license for commercial work.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

ADDENDUM D-continued
LIGHT COMMERCIAL PIPING AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT

- B. **Light Commercial Apprentice:** An Apprentice shall be enrolled in a training program that has been approved by a joint apprenticeship and training committee of a United Association Local Union. Apprentices shall be allowed to perform all work within their capabilities that fall within the scope of work covered by this Agreement.

Wages and Fringes:

	Effective 6/1/23
Wage on the check:	\$39.58
BASIC HOURLY WAGE:	****\$39.58
Health & Welfare:	\$13.00
National Pension:	\$1.00
State Pension:	\$3.00
Supplemental Pension:	\$2.00
ITF/JATC:	\$0.53
LMCCT:	\$0.30
TOTAL FRINGES:	\$19.53
 TOTAL PACKAGE	 \$59.41

*Apprentices wages will follow the provision set in the Master Labor Agreement.

*Addendums will be reviewed on an annual basis. Review and opening shall cover scope of work, employee classifications and wages.

** , the Health & Welfare contribution rate shall be equal to the current Health & Welfare rates outlined in Article 10.1 of the Master Agreement.

***Term of Agreement: Article 23 and Article 24 of the Master Agreement

**** Included in the "HOURLY TAXABLE WAGE" are the requirements of **RCW 49.46 and all associated RCWs (WA Sick Leave, \$0.99/ hour), SEE Article 10.8- Article 10.8A.**

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM D-continued
LIGHT COMMERCIAL PIPING AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

Approved/Signed:

Nickolas A. Bumpaous, Bus. Mgr.
United Association, Local 598

Dated: _____

Printed Name: _____
Company: _____



Dated: _____

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM E
RESIDENTIAL PIPING AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

*****SCOPE:** "Residential" shall be defined as applying to work on any single-family dwelling or multiple family housing units up to and including three (3) occupied stories from the ground level, and all sewage and waste treatment plants relating to Residential work as defined herein. This agreement shall also apply to service buildings, such as laundromats and recreational facilities on property developed by the owner in conjunction with apartments or condominiums which such buildings are for the sole use of tenants in those projects and are bid as part of the entire project.

WORK COVERED: The term "plumbing and pipefitting work" includes: (a) All work defined in the International Constitution of the United Association as within the craft jurisdiction of the International; (b) all work awarded to the International by agreements of record or decisions of the National Joint Board for the Settlement of Jurisdictional Disputes; and (c) all work recognized by local area practice as being work within the craft jurisdiction of Local 598 and all other plumbing and pipefitting work assigned to the Employer by the customer.

CLASSIFICATION OF EMPLOYEES:

- A. **RESIDENTIAL JOURNEYMAN:** A Residential Journeyman must have a Washington State residential plumber license (PLO2) and/or 06A electrical license with an EPA universal license for HVAC work.
- B. **RESIDENTIAL TRAINEE:** A residential trainee shall assist in the performance of all work covered by Addendum E and is not required to have a minimum level of experience or training. Trainees are required to maintain a valid Washington State plumbers training certificate (PL01 and PL02) and/or an electrical trainee card and EPA license if working in the HVAC industry.
- Trainee's wages and fringes shall be paid at the discretion of the employer with regard to the fact that Article 6 of the Master Labor Agreement shall apply.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM E- continued
RESIDENTIAL PIPING AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

Wages and Fringes:

	Effective <u>6/1/23</u>
Wage on the check:	\$29.60
BASIC HOURLY WAGE:	****\$29.60
Health & Welfare:	\$13.00
National Pension:	\$1.00
State Pension:	\$2.00
Supplemental Pension:	\$2.00
ITF/JATC:	\$0.53
LMCCT:	\$0.30
TOTAL FRINGES:	\$18.53
 TOTAL PACKAGE	 \$48.13

*Addendums will be reviewed on an annual basis. Review and opening shall cover scope of work, employee classifications and wages.

** the Health & Welfare contribution rate shall be equal to the current Health & Welfare rates outlined in Article 10.1 of the Master Agreement.

***Term of Agreement: Article 23 and Article 24 of the Master Agreement.

**** Included in the “HOURLY TAXABLE WAGE” are the requirements of **RCW 49.46** and all associated RCWs (WA Sick Leave, \$0.74/ hour), SEE Article 10.8- Article 10.8A.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM E-continued
RESIDENTIAL PIPING AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

Approved/Signed:

Nickolas A. Bumpaous, Bus. Mgr.
United Association, Local 598

Dated: _____

Printed Name: _____
Company: _____



Dated: _____

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM F
FOOD PROCESSING AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

Food Processing projects must be approved by Local 598 Business Manager.

***SCOPE:** The scope of this addendum may be utilized to cover food processing equipment and systems within the facility and new construction food processing equipment and systems under 30 million dollars wet-side mechanical. All other Articles of the Collective Bargaining Agreement shall apply except where specifically addressed in this addendum.

JOURNEYMANY WAGES AND FRINGES:

	Effective 6/1/23
Wage on the check:	\$57.00
BASIC HOURLY WAGE:	**\$57.00
Health & Welfare:	**\$13.00
National Pension:	\$0.00
State Pension:	\$0.00
Supplemental Pension:	\$4.71
ITF/JATC:	\$1.00
LMCCT:	\$0.30
TOTAL FRINGES:	\$19.01
TOTAL PACKAGE	**\$76.01

NOTE: All other Articles of the Collective Bargaining Agreement shall be adhered to.

*This addendum may be reviewed on an annual basis by mutual agreement of the parties.

The basic hourly wage shall equal the current basic taxable wage rate outlined in Article 10.1 of the Master Agreement. Additionally, the Health & Welfare contribution rate shall be equal to the current Health & Welfare rates outlined in Article 10.1 of the Master Agreement. Term of Agreement: Article 23 and Article 24 of the Master Agreement. Included in the "HOURLY TAXABLE WAGE" are the requirements of **RCW 49.46 and all associated RCWs (WA Sick Leave, \$1.43/ hour), SEE Article 10.8- Article 10.8A.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM F-continued
FOOD PROCESSING AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

UTILIZATION OF JOURNEYMAN: The employer may utilize a properly dispatched BTJ Journeyman to perform food processing work under this addendum by mutual agreement between the member, the employer and the Local Union Business Manager.

The Employer shall only utilize employees dispatched under this addendum to perform work covered by this addendum.

MECHANICAL HELPERS: Mechanical Helpers may be utilized on food processing projects under this addendum with approval by the Business Manager. The following is the scope of work allowed for mechanical helpers working at the direction of a journeyman in the field and under this addendum:

- Material handling with forklift, not allowed to rig with forklift
- Manual material handling and gas bottle distribution
- Fixture and equipment cleaning and protection.
- Cutting material, hole drilling, hole punching
- Tool repair, cleaning, and pick-up activity
- Job clean-up activity
- Help journeyman lift and position heavy components.
- Work not covered under Article 4.1, without approval of the Business Manager

Mechanical Helpers will be paid in accordance with the following schedule:

Mechanical Helper Wages & Fringes:

	<u>6/1/23</u>
*Wage on Check	****\$25.65
**Health and Welfare	\$13.00
TOTAL PACKAGE	\$38.65

*Wage on check figured at 45% of journeyman total hourly wage

** Health and Welfare shall equal the current rate in Article 10.1 of the Master Agreement
Term of Agreement: Article 23 and Article 24 of the Master Agreement.

**** Included in the "HOURLY TAXABLE WAGE" are the requirements of **RCW 49.46**
and all associated RCWs (WA Sick Leave, \$0.64/ hour), SEE Article 10.8- Article 10.8A.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM F-continued
FOOD PROCESSING AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

Approved/Signed:

Nickolas A. Bumpaous, Bus. Mgr.
United Association, Local 598

Dated: _____

Printed Name: _____
Company: _____

Dated: _____



**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM G
SERVICE AND MAINTENANCE AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

ARTICLE 1: SCOPE OF WORK:

- 1.1 SCOPE:** Service and Maintenance work is the mechanical service and maintenance work normally performed for the client by outside contractors, either by contracts or an emergency call basis. The scope of work includes evacuation, charging, start up, inspection, operating, maintenance, cleaning, adjusting, overhauling, modifying or renovating, and all other Service and Maintenance work assigned to the Employer by the customer. This scope of work is applicable to existing refrigeration, air-conditioning, heating and/or ventilation systems, or any other previously installed, remodeled, revamped or redesigned mechanical system, regardless of size or location.
- 1.2 COVERAGE:** This Addendum shall incorporate all terms and conditions of the Master Labor Agreement, except as provided herein.

ARTICLE 2: CLASSIFICATION OF WORKERS

- 2.1 BTJ SERVICE JOURNEYMAN:** BTJ Service Journeyman are approved for all scopes of work cover by this addendum and the UA Local 598 Labor Management Agreement and shall be paid in accordance with Article 10.1 of the Master Labor Management Agreement. (i.e., Industrial Ammonia Refrigeration, New Construction)
- 2.2 SERVICE AND MAINTENANCE JOURNEYMAN (MESJ):** Service and Maintenance Journeyman (MESJ) shall not perform work on Industrial Ammonia Refrigeration, new construction or any other work not specifically prescribed in Article 1.1 of this Addendum.
- 2.3 MECHANICAL EQUIPMENT SERVICEMEN (MES):** With exception to the terms and conditions established by the LMA and this Addendum, the MES scope of work shall align with Article 1.1 of this Addendum and they shall only be limited by their abilities. MES may obtain Journeyman Servicemen status with sufficient training and work experience.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

ADDENDUM G-continued
SERVICE AND MAINTENANCE AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT

2.4 SERVICE AND MAINTENANCE APPRENTICES: Apprentices shall be allowed to do all work covered under this Agreement, limited only by their abilities. They shall be under the supervision of a Journeyman at all times. Apprentices shall be governed by the Local Union 598 Joint Apprenticeship Training Committee (JATC).

ARTICLE 3: WAGES AND FRINGE BENEFITS

3.1 SERVICE AND MAINTENANCE JOURNEYMAN WAGES: A service and maintenance journeyman (MESJ) shall receive the following wages and fringe benefits:

	<u>Effective</u> <u>6/1/22</u>	<u>Effective</u> <u>6/1/23</u>	<u>Effective</u> <u>6/1/24</u>	<u>Effective</u> <u>6/1/25</u>	<u>Effective</u> <u>6/1/26</u>	<u>Effective</u> <u>6/1/27</u>	<u>Effective</u> <u>6/1/28</u>
Wage on the Check:	\$45.16	\$47.72					
Leave:							
**BASIC HOURLY WAGE	\$45.16	\$47.72					
Health & Welfare:	\$12.80	\$13.00					
National Pension:	4.23	\$4.23					
State Pension:	6.00	\$6.92					
Supplemental Pension:	8.80	\$9.00					
ITF/JATC:	2.28	\$2.36					
LMCCT:	0.30	\$0.30					
TOTAL FRINGES:	\$34.41	\$35.81					
*TOTAL PACKAGE	\$79.57	\$83.53					

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

** Included in the “HOURLY TAXABLE WAGE” are the requirements of **RCW 49.46** and all associated RCWs (WA Sick Leave, \$1.19/ hour), as well as, the “Vacation/Holiday Payroll Deduction, \$7.20/ hour”, *SEE Article 10.8- Article 10.8A of the Master Agreement.*

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM G-continued
SERVICE AND MAINTENANCE AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

3.2 EQUIPMENT SERVICEMEN (MES): Mechanical Equipment Servicemen shall receive the following wages and fringe benefits.

- 1. There shall be (3) three classifications of MES:**
 - a. **Level I** – Shall be paid at 45% of Service and Maintenance Journeyman straight time Basic Wage.
 - b. **Level II** – Shall be paid at 60% of Service and Maintenance Journeyman straight time Basic Wage.
 - c. **Level III** – Shall be paid at 80% of Service and Maintenance Journeyman straight time Basic Wage.

2. WAGES AND BENEFITS EFFECTIVE: 6/1/2023-6/1/2024

	<u>Effective</u> <u>6/1/23</u>		
MES LEVEL I		FRINGES	
Wage on the Check:	\$21.47	Health & Welfare:	\$13.00
Leave:		State Pension:	\$5.42
HOURLY TAXABLE WAGE	\$21.47*	Supplemental Pension:	\$6.40
		ITF/JATC:	\$1.78
MES LEVEL II		LMCCT:	\$0.23
Wage on the Check:	\$28.63	TOTAL FRINGES:	\$26.83
Leave:			
HOURLY TAXABLE WAGE	\$28.63*		
		TOTAL PACKAGE MES LEVEL I:	\$48.30
MES LEVEL III		TOTAL PACKAGE MES LEVEL II:	\$55.46
Wage on the Check:	\$38.18	TOTAL PACKAGE MES LEVEL III:	\$65.01
Leave:			
HOURLY TAXABLE WAGE	\$38.18*		

*Included in the “HOURLY TAXABLE WAGE” are the requirements of **RCW 49.46** and all associated RCWs (WA Sick Leave), SEE Article 10.8- Article 10.8A of the Master Agreement.

**UA LOCAL 598 CONTRACT
EFFECTIVE 6/1/23– 5/31/29**

**ADDENDUM G-continued
SERVICE AND MAINTENANCE AGREEMENT
BETWEEN
UNITED ASSOCIATION, LOCAL 598
AND
PARTICIPATING CONTRACTOR SIGNED TO THE LOCAL COLLECTIVE
BARGAINING AGREEMENT**

3.3 SERVICE APPRENTICES: Service Apprentices will be paid a percentage of BTJ Journeyman rate and fringe benefits outlined in Article 10.1 of the Master Labor Management Agreement as follows:

<u>Apprentice Time</u>	<u>Percentages</u>	<u>Savings, State, Supp & National Pensions</u>
First Six Months	45%	45%
Second Six Months	50%	50%
Third Six Months	55%	55%
Fourth Six Months	60%	60%
Fifth Six Months	65%	65%
Sixth Six Months	70%	70%
Seventh Six Months	75%	75%
Eighth Six Months	80%	80%
Ninth Six Months	85%	85%
Tenth Six Months	85%	85%

3.4 ON-Call/STAND-BY PAY: All “on-call/stand-by” will be rotated equally with the eligible employees who are qualified. Workers designated by the Employer to be on a “on-call/stand-by” basis for emergency work shall be paid in one of two ways: (a) If not called to work, the Worker shall receive two (2) hours regular pay; or (b), if called to work, the Worker shall receive overtime pay for actual hours worked. The Worker will receive whichever amount is greater. “On-call/stand-by” time is considered compensable time at the total package rate. Emergency work is defined as work before or after regular working hours where life, health or property is endangered.

3.4.1 ON-Call/STAND-BY PAY FOR HOLIDAYS: For eligible employees designated by the Employer for emergency work during a holiday shall be paid in one of two ways.

- (a) If not called for work, they will receive four (4) hours of on-call/stand-by pay for the holiday at their basic hourly total package rate.
- (b) If called to work, in addition to the on-call/stand-by pay the employee shall be compensated for all hours worked in accordance with the overtime provisions in this agreement.

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- 3.5 WORK SCHEDULE CHANGE:** The standard five-eights (5-8's) work week Monday through Friday or four-tens (4-10's) Monday through Thursday shall be worked for a minimum of one (1) consecutive week. A mid-week schedule change may be scheduled by mutual agreement between the Employer and Local 598's Business Manager. If approved the following provisions will apply.
- (a) When an Employee's original schedule is set for five-eights (5-8's) and is moved mid-week to a four-tens (4-10's) job. He/she will receive two (2) hours at time and one-half (1-1/2) rate for all hours worked over eight (8) hours up to ten (10) hours. If that job does not work Friday the Employee will be transferred back to his/her original jobsite/schedule for Friday's shift, unless no work is available.
 - (b) When an Employee's original schedule is set for four-tens (4-10's) and is moved mid-week to a five-eights (5-8's) job, He/she shall be paid at time and one-half (1-1/2) rate for all hours worked on Friday.
- 3.6 MAKE UP DAY:** When working a four-ten (4-10) hours schedule, Friday may be used to make up any hours lost during the week. The time worked for such hours shall be paid at the straight-time rate so long as not in excess of ten (10) hours for that day. Utilization of a "make up day" as described above shall be by mutual agreement of the Employee and the Employer. The Employer will not discipline any Employee who decides not to partake in a make-up day.

ARTICLE 4: MECHANICAL EQUIPMENT SERVICEMEN (MES) PROGRAM

- 4.1 PREAMBLE:** The Mechanical Equipment Servicemen (MES) program has been established to attract qualified individuals to the industry to gain and/or regain market share from the non-union competition. Recruitment occurs through the Union and Employers, and this effort includes expanded training opportunities and regular performance reviews to ensure the success of the program.

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- 4.2 CLASSIFICATION:** Mechanical Equipment Servicemen (MES) must have prior training from an established trade school/college, or practical working experience in the residential and commercial mechanical equipment field. They may be required to pass a practical exam to prove their skills. MES shall meet all applicable requirements for membership as described in the Local 598 Labor Management Agreement, Local 598 Bylaws, and Hiring Hall Rules. MES may obtain Journeymen status with sufficient training and work experience.
- 4.3 SUBCOMMITTEE:** The MES Subcommittee of the Local Union 598 Plumbers, Steamfitters, Welders, HVAC Technician Joint Apprentice Training Committee (JATC), shall be advise Local 598 regarding the progress of MES and advise the JATC regarding training and curriculum for HVAC Service, Industrial Refrigeration, and Supermarket Refrigeration.

ARTICLE 5: RECRUITMENT AND REQUIRMENTS

1. All recruited or organized MES will be assessed by Local Union 598 with considerations to the guidelines established by the UA Local 598 Mechanical Equipment Service Program Subcommittee (MESS) to determine their level of competency and placed at the appropriate MES level.

ARTICLE 6: ADVANCEMENT

1. All MES shall be allowed to remain at their current classification indefinitely. However, no MES shall be denied the opportunity to advance, or attend classes at the Local 598 JATC. Advancement requirements shall be established by Local Union 598 with consideration to the guidelines established by the UA Local 598 Mechanical Equipment Service Program Subcommittee (MESS).
2. All MES shall remain in the MES classification for a minimum of two (2) years or as required by the guidelines and recommendations of the MESS before being eligible to advance to the next MES Level or turn out as a Journeyman.

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ARTICLE 7: MES RATIOS

1. MES performing work covered by this Appendix may not exceed employment by ratio of one (1) MES for every two (2) Journeyman on an Employer wide basis.
2. Employers with less than two (2) Journeymen employed may request special consideration to hire one (1) MES.
3. MES may be hired at a different ratio with approval from the Local 598 Business Manager.
4. MES performing residential work exclusively may be hired without regard to Journeyman ratios.

*Ratios may be adjusted upon written approval of the Local 598 Business Manager.

ARTICLE 8: HIRING HALL AND DISPATCH PROCEDURE

All terms and conditions set forth in the Local 598 Hiring Hall shall be followed except as detailed below:

1. Local 598 shall maintain a separate Hiring Hall list for MES Level I, MES Level II, MES Level III.
2. Employers may call for a MES by Level, i.e., Level I, Level II, or Level III.
3. Pre-hire interviews, resumes, and geographical information may be required prior to dispatch.

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Approved/Signed:

Nickolas A. Bumpaous, Bus. Mgr.
United Association, Local 598

Printed Name: _____
Company: _____



Dated: _____

Dated: _____