

AGREEMENT

By and Between

GENESEE FUEL & HEATING COMPANY

And

THE INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

LOCAL NO. 46

TABLE OF CONTENTS

	<u>Page No.</u>
Preamble	2
Article 1 Basic Principles	2
Article 2 Strikes and Lockouts	2
Article 3 Grievance and Arbitration	3
Article 4 Rights and Union Security	4
Article 5 Shop Stewards; Union Access	5
Article 6 Hours of Work	6
Article 7 Vacations	6
Article 8 Holidays	7
Article 9 Sick Leave	8
Article 10 Wages	8
Article 11 Discipline and Discharge	8
Article 12 Leaves of Absence	9
Article 13 Management Rights	9
Article 14 Pension	10
Article 15 Health and Welfare	10
Article 16 Pension	10
Article 17 Separability	11
Article 18 Tools and Uniforms	11
Article 19 Scope of Work	11
Article 20 Subcontracting	12
Article 21 Duration	12
Appendix "A"	13-17
Letter of Understanding	18

PREAMBLE

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

ARTICLE 1 – BASIC PRINCIPLES

1.1 The Employer and the Union have a common and sympathetic interest in the heating equipment servicing industry. The Employer, the Union, and the public will benefit by continuous peace and by rational common sense adjustment of differences.

1.2 It is the purpose of this collective bargaining agreement also to maintain employment of covered personnel on as high a level as is consistent with the economy of the industry.

1.3 The employee responsibility includes full performance of duties as required and a concern that his compensation be on a level commensurate with the ability of management to maintain.

1.4 It is recognized that both parties share the responsibility to preserve such relations as will permit management to earn a fair and reasonable return on investment. Now, therefore, the parties agree as stated below:

1.5 The Employer agrees to recognize the Union as the sole and exclusive representative of the employees working in the classifications contained in this Agreement, except in those instances where other unions have historically represented persons in those positions.

ARTICLE 2 – STRIKES AND LOCKOUTS

2.1 The Union, its officers, agents, members, and all bargaining unit employees agree not to cause, sanction, or participate in any strikes, slowdowns, or work stoppages. If the employee honors a picket line, the Employer retains all rights to deal with the situation under the NLRA.

2.2 The Employer agrees not to lockout during the term of this Agreement, provided that any action by the Employer in closing operations during a general strike, riot, or civil commotion, for the protection of the property shall not be deemed a lockout.

ARTICLE 3 – GRIEVANCE AND ARBITRATION

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

3.2 The Grievance Procedure

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

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

A meeting shall be held between the Employer or his designee, the grievant, and, if the grievant so desires, his Shop Steward and the Union Representative, as soon as practicable thereafter. The Employer shall communicate a written answer to the grievant and Union with ten (10) working days from the date of the meeting. If the matter is not resolved at this Step and the Union desires to pursue the matter further, it may refer the grievance to arbitration as provided for in Step 3 below. If such grievance is not referred to arbitration within ten (10) working days of the written answer in this Step, the grievance shall be considered settled on its merits on the

basis of the Step 2 decision rendered to the aggrieved party. Forfeiture shall not constitute a precedent for the subject matter of the grievance.

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

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

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

ARTICLE 4 – RIGHTS AND UNION SECURITY

4.1 All employees covered by this Agreement shall, as a condition of employment, tender the full and lawful fees in effect in the Local Union thirty-one (31) days following the beginning of employment, or the effective date of this Agreement, whichever is later. All workmen who may be accepted into membership in the Union shall thereafter tender to the Union regular monthly dues lawfully paid by other members of the same classification in accordance with its rules. In the event that a workman fails to tender the initiation fee, or fails to tender to the Union the periodic dues as set forth above, the Union shall notify the Employer to discharge such individual workman within forty-eight (48) hours (Saturdays, Sundays, and holidays excluded) for failure to maintain continuous membership in the Union in accordance with the dues above referred to in this paragraph; provided, however, that in no event shall the Employer be obligated to discharge any workman in violation of the laws of the United States or the laws of the State of Washington, and provided further, that if the Employer discharges any workman at the request of the Union, the Union shall defend any claim or suit

brought by any person or persons growing out of such discharge at its own expense, and hold the Employer harmless from any judgments, or award arising from said discharge, and in additions, the Union shall defend against, and shall ever hold the Employer harmless from any claim, charge, fines, penalties or awards, imposed by the United States government, the State of Washington, or any agency thereof, growing out of such discharges.

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

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

ARTICLE 5 – SHOP STEWARDS; UNION ACCESS

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

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

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

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

5.5 It is understood by the Union that the Shop Steward will not solicit grievances, and the grievances will be handled promptly with minimum interference to normal operation.

5.6 New hires shall be reported to the Union within seventy-two (72) hours on reporting forms supplied by the Union.

ARTICLE 6 – HOURS OF WORK

6.1 The workweek shall consist of five (5) consecutive days of eight (8) consecutive hours, Monday through Friday. Alternatively, the workweek may consist of four (4) consecutive days of ten (10) consecutive hours, Monday through Thursday or Tuesday through Friday.

6.2 The first shift starting times shall be between 7:30 a.m. and 10:00 a.m. In emergencies, the first shift starting time may be changed by mutual consent of the Employer and the employee. A lunch period between thirty (30) minutes and sixty (60) minutes in duration shall be provided. If a shift of four (4) 10-hour days is established, that shift shall run between the hours of 7:30 a.m. and 6:30 p.m. excluding not less than thirty (30) minutes for lunch.

6.3 Overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) per day (or ten (10) per day for employees working four (4) ten-hour shifts) or forty (40) per week. Hours worked on Saturday shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. Hours worked on Sunday shall be paid at the rate of two (2) times the employee's regular hourly rate of pay.

6.4 When workmen are ordered to report to the shop in the morning, they shall report for work at their regular starting time, and if ordered to return to the shop at the end of their workday, they shall report not later than quitting time. When workmen are ordered to report to the job in the morning, they shall report on the job ready to begin work at their regular starting time, and if ordered to return directly home at the end of the workday, they shall not quit prior to quitting time. No member shall report to any job earlier than fifteen (15) minutes before starting time. Members shall report to the job or shop ready to begin work by starting time. In the event the member works beyond the regular quitting time on a specific job and then goes directly home, his quitting time will be recorded as the time he leaves that job.

6.5 Emergency Service (Standby). Emergency standby duty shall not be required between May 15 and September 15, unless on a voluntary basis. If there are no volunteers, the Employer may assign emergency standby duty in the inverse order of seniority (but not on a rotating basis) during this period.

ARTICLE 7 – VACATIONS

7.1 Vacation with pay shall be based upon years of service with the employer. The following schedule shall apply.

7.2 Effective July 1, 1983, employees earn vacation calculated at the rate of one-half (1/2) day per month for the first year of employment, and during the second year at the rate of one (1) day per month. The earned days of vacation

shall not exceed twelve (12) days until the 10th year of employment has been completed. Thereafter, a ten-year man will receive fifteen (15) days of vacation per year, after fifteen (15) years of service eighteen (18) days, after twenty (20) years of service twenty (20) days, and after twenty-five (25) years of service with the Employer twenty-five (25) days of vacation. All such employees who may be terminated during any year earn a total one and one-fourth (1 ¼) days of vacation per month of employment unless the employee is terminated for dishonesty (theft of money, inventory, or property), in which case all accrued vacation shall be forfeited. The vacation rate is computed on the basis of the employee's classification rate.

7.3 Vacation shall be taken during the months of June, July and August as determined by the Employer and the employee or at such other time as is mutually agreeable.

ARTICLE 8 – HOLIDAYS

8.1 Eligibility. To be eligible for holiday pay, the employee must meet the following criteria:

- (a) The employee must be worked for the Employer for at least thirty (30) calendar days.
- (b) The employee must work his last scheduled shift before the holiday and he must work his first scheduled shift after the holiday unless he is off work on vacation.

8.2 The following days are paid holidays:

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

When a holiday falls on a Saturday or Sunday, the Employer shall have the option of treating the preceding Friday or the following Monday as the paid holiday.

8.3 Pay For Holidays Not Worked. All eligible employees shall receive eight (8) hours' pay at their regular rate of pay for all holidays not worked. Eligible employees working four (4) ten-hour shifts shall receive ten (10) hours' pay for a holiday not worked, provided the holiday falls on the employee's normally scheduled workday. If a holiday falls on a non-working day for an eligible employee who is working four (4) ten –hour days, that employee shall be paid eight (8) hours for holiday pay.

8.4 Pay For Holidays Worked. Eligible employees shall be paid one and one-half (1 ½) times their regular hourly rate of pay for all hours worked on the above-listed holidays, plus they shall receive holiday pay.

ARTICLE 9 – SICK LEAVE

Effective July 1, 1987, employees, after twelve (12) months of employment, shall receive sick leave payable at the rate of one (1) day, eight (8) hours per day straight-time rate from and including the second working day of bona fide absence caused by illness not to exceed five (5) full days' sick leave in any calendar year. Sick pay may begin on the first day of illness but only with physician's authorization. Sick leave will accrue for ten (10) days or two (2) years. Employees collecting Workman's Compensation temporary disability benefits may not receive sick leave as herein provided; however, if such Workman's Compensation benefits are less than the amount of sick leave otherwise provided, employees shall, in addition to Workman's Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave benefits that would otherwise have been received.

ARTICLE 10 – WAGES

10.1 See Appendix "A".

ARTICLE 11 – DISCIPLINE AND DISCHARGE

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

11.2 Employees must be terminated for cause subject to Section 11.1 above. "For cause" shall include, but not be limited to:

- (a) dishonesty;
- (b) being under the influence, or use of, liquor or drugs while engaged in service for the Employer;
- (c) refusal to perform work as specified or directed by the Employer during the regular workday, including refusal to perform overtime work;
- (d) willful destruction of property by the employee;
- (e) incompetence (poor performance);
- (f) improper care of Company vehicle, inventory tools, or instruments;
- (g) insubordination, including rude and disrespectful behavior toward supervisor;
- (h) rude and disrespectful behavior toward a customer;

- (i) the employee independently or with others contracts to perform any electrical or heating equipment service work in competition with the Employer; or
- (j) other gross misconduct.

11.3 For events which do not amount to “cause” as defined in Section 11.2 above, the Employer agrees to adhere to a system of progressive discipline. Progressive discipline may include a verbal warning where appropriate, or written warning where appropriate, a suspension where appropriate, or discharge where appropriate.

ARTICLE 12 – LEAVES OF ABSENCE

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

ARTICLE 13 – MANAGEMENT RIGHTS

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

ARTICLE 14 – PENSION

14.1 It is agreed that in accord with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board, the individual Employer will forward monthly to the designated Local Secretary-Treasurer an amount equal to three percent (3%) of his gross monthly labor payroll which he is

obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and payroll report shall be mailed to reach the office of the appropriate Local Secretary-Treasurer not later than fifteen (15) calendar days following the end of each calendar month.

14.2 Individual Employers who fail to remit, as provided above, shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Local Secretary-Treasurer.

The failure of an individual Employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this labor agreement.

14.3 This Article shall be discontinued, effective January 1, 2001.

ARTICLE 15 – HEALTH AND WELFARE

15.1 Effective on February 1, 2003, the Employer agrees to continue to submit monthly, not later than the 10th of the month, to the Local 46 IBEW Health and Welfare Trust Fund the current amount of two dollars and eighty-six cents (\$2.86) per hour for each hour worked by each employee covered under this Agreement. Effective January 2, 2004, the Employer shall contribute three dollars and eighty-two cents (\$3.82) per hour for each hour worked by each employee covered under this Agreement. Effective January 1, 2005, the Employer shall contribute four dollars and seventy-four cents (\$4.74) per hour for each hour worked by each employee covered under this Agreement. Effective January 1, 2006, the Employer shall contribute five dollars and sixty-six cents (\$5.66) per hour for each hour worked by each employee covered under this Agreement.

15.2 Should the premium costs of the above Plan exceed the Employer's maximum commitment for the life of the Agreement, such increases shall be assumed by the employees through deductions in their wage rate.

ARTICLE 16 – PENSION

16.1 Effective for hours beginning January 2, 2001, the Employer shall pay two dollars and twenty-five cents (\$2.25) per hour worked into the IBEW Pacific Coast Pension Fund.

16.2 Effective for hours beginning July 1, 2003, the Employer shall pay two dollars and thirty cents (\$2.30) per hour worked into the IBEW Pacific Coast Pension Fund.

16.3 The retirement plan shall be covered in an Agreement separate from other provisions of this collective bargaining agreement and shall remain in effect from year to year unless changed or terminated by mutual agreement.

ARTICLE 17 – SEPARABILITY

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

ARTICLE 18 – TOOLS AND UNIFORMS

18.1 The employee shall furnish the following tools: knife, pencil, twelve foot retractable metal ruler, pliers-cutting, pliers-pump, set screwdrivers – assorted sizes, hammer, tin snips – right, left and straight, crescent wrenches (8", 10", and 12") to ¾" wrenches, 25-foot trouble light, one set Allen wrenches, one set sockets ½" drive, Phillips head screwdriver set, hacksaw handle, scratch awl, bit brace, bit extension, pipe wrench 14", copper tubing flaring tool and cutter, standard high pressure nozzle wrench, pliers – needle nose.

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

18.3 The employee shall be responsible for all tools and equipment issued to him provided the Employer furnishes the necessary lockers, tool boxes, or other safe place for storage.

18.4 If the Employer requires the wearing of certain or similar clothing, colors, logos or other items of Company identifications or advertisement, the Employer will provide, clean and maintain the provided clothing including any tailoring such as the sewing of decals.

ARTICLE 19 – SCOPE OF WORK

19.1 Workmen employed under the terms of this Agreement shall do all heating equipment work, installation, or erection work and all electrical maintenance and service work thereon.

19.2 All work of chasing and channeling necessary to complete any electric or heating equipment work shall be performed by workmen employed under the terms of this Agreement.

19.3 Brick work on furnace oil jobs of 40 bricks or less or cast linings may be installed by workmen employed under the terms of this Agreement.

19.4 The cutting and threading of all conduit shall be performed by workmen employed under this Agreement and where pipe cutting and threading machines are used on the job, same shall be operated by workmen employed under the terms of this Agreement.

ARTICLE 20 – SUBCONTRACTING

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

ARTICLE 21 – DURATION

This Agreement shall become effective on January 2, 2004, except as otherwise provided herein, and shall remain in full force and effect through January 1, 2007, and shall automatically renew itself from year to year thereafter unless either party gives written notice to the other at least sixty (60) days prior to January 1, 2007 (or prior to January 1 of any automatic renewal year subsequent to 2007), of a desire to amend or terminate the same.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this ___ day of _____, _____

FOR THE UNION:

FOR THE EMPLOYER:

INTERNATIONAL UNION OF
ELECTRICAL WORKERS,
LOCAL NO. 46

GENESEE FUEL & HEATING
COMPANY

APPENDIX "A"

I. WAGES

A. WAGE RATES FOR EMPLOYEES HIRED BEFORE DECEMBER 22, 1994

	<u>Months Worked From Date of Hire</u>	<u>Hourly Rate</u>
Trainee I	0-12 months	65% of Journey Scale
Trainee II	13-24 months	78% of Journey Scale
Intermediate	25-36 months	87% of Journey Scale
Journeyman	Thereafter	Journeyman Scale
Heating Equipment Technician	Thereafter	Journeyman Scale

B. WAGE RATES FOR NEW EMPLOYEES HIRED ON OR AFTER DECEMBER 22, 1994

	<u>Months Worked From Date of Hire</u>	<u>Hourly Rate</u>
Trainee I	0 -12 months	55% of Journey Scale
Trainee II	13 – 24 months	65% of Journey Scale
Intermediate I	25 - 36 months	75% of Journey Scale
Intermediate II	37 – 48 months	90% of Journey Scale
Journeyman	49 months and Thereafter	Journey Scale
Heating Equipment Technician	49 months and Thereafter	Journey Scale

- B.1 All employees currently working under the existing three-year wage progression will be grandfathered at the old three-year progression – Trainee I at 65%, Trainee II at 78%, and Intermediate at 87%.

(C) DEFINITIONS

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

Journeyman. An employee having four (4) or more years of experience under an I.B.E.W. Local 46 Contract with an Employer in the home heating oil business and having passed the I.B.E.W. Local 46 "Oil Burner Journeyman" examination administered by the I.B.E.W. Local 46 Examination Board.

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

Intermediate II. An employee having three (3) or more years training and experience in the trade under an I.B.E.W. Local 46 Contract with an Employer in the home heating oil business, and having passed the I.B.E.W. Local 46 "Intermediate" examination administered by the I.B.E.W. Local 46 Examination Board.

Intermediate I. An employee having two (2) or more years training and experience in the trade under an I.B.E.W. Local 46 Contract with an employer in the home heating oil business.

Trainee II. An employee having twelve (12) months training and experience in the trade under an I.B.E.W. Local 46 Contract with an Employer in the home heating oil business.

Trainee I. An employee with no experience in the trade.

It is agreed and understood, however, that the Employer at its sole discretion may pay any premium above the minimum to a new hire or to an Employee in a Classification listed above. To actually advance from one Classification to the next Classification regardless of any Employer premium, the time requirements must be met and the Employee must successfully pass the I.B.E.W. Local 46 test listed for that Classification. It is also understood, no employee will be reduced in their Classification by virtue of any change in the new labor agreement.

To be paid "Journeyman" scale, or the "Heating Equipment Technician" scale, the employee must also possess all State licenses and certificates as required for the oil heat industry. If an employee fails to attain such licenses and certificates or if he fails to maintain such licenses and certificates, he may be laid off, terminated or reduced to 90% of the "Journeyman" scale.

- (D) FOR PURPOSES OF SECTIONS (A) AND (B) ABOVE, "JOURNEYMAN SCALE" IS DEFINED AS \$21.83 PER HOUR.
- (E) It is understood and mutually beneficial to both Union and the Employer to establish a Labor/Management Committee. The Labor/Management Committee will consist of no more than 2 Labor representatives selected by the Union and 2 Management representatives selected by the Employer. The Committee shall review and make recommendations to the I.B.E.W. Local 46 Examination Board. The Employer does not waive its legal right to bargain about content, terms, administration or any other aspect of these examinations.
- (F) If the Employer hires I.B.E.W. Local 46 members that have worked in their most recent job under an I.B.E.W. Local Oil Burner Bargaining Agreement in the home heating oil business and have met all the requirements of Appendix "A" (C) of the Bargaining Agreement, such Employee (s) shall be hired at no less than 80% of their previous Classification. In no case will the new hire receive less than the Trainee I wage scale. This wage scale shall remain in effect no longer than 90 days after date of hire. After 90 days the new hire will then be paid at the regular wage rate for his/her Classification.
- (G) EDUCATION REQUIREMENTS
- (1) Compensation for Journeyman Mechanics includes the responsibility to maintain their skills and knowledge in conformance with the technological advances in the industry. The Employer may require educational meetings at the Oil Heat Institute or at other educational facilities with qualified instructors.
 - (2) Compensation for all employees who are in any pay grade below Journeyman Mechanic includes the requirement that the employee attend such training school courses as are offered by the Oil Heat Institute within the calendar year.
 - (3) Notification will be given to the Union and to Employers of classes being presented. Employers will notify in writing each of their employees and the Union as to those classes which they request that their men attend. Employees not attending after such notice will be considered as not meeting the requirements of Sections (1) and (2) immediately above and shall be subject to discipline.
 - (4) Employees shall install all electrical and heating equipment work in a safe and workmanlike manner, and in accordance with electrical code and contract specifications.

(H) TRANSPORTATION

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

(I) CALL-OUTS

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

- (1) An employee shall receive a minimum of two hours' pay at the time and one-half (1 ½) rate for the first call-out. If he has more than one call-out per day, the on-call employee shall be paid for actual hours worked. Pay shall be from portal-to-portal, provided the employee begins his call-out at his usual home base or residence.
- (2) If an employee receives an Emergency Call while he is at home (or not otherwise working) after 11:00 p.m., he shall be paid two times his regular hourly rate for all work performed on that call. If an employee is already out on a call before 11:00 p.m. or he is working before 11:00 p.m. and he receives a call after 11:00 p.m., the above double-time provision shall not apply.
- (3) If an employee is working on an Emergency Call after midnight, he shall be given eight (8) hours off before he begins his next scheduled shift, unless the Employer and the employee mutually agree otherwise.

(J) JOURNEYMAN CORRECTIONS

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

- (1) Each shop will maintain a Uniform Service Check List. Only those items checked for each job will be guaranteed against improper workmanship for seven days. Any corrections during this period due to improper workmanship will be performed without charge to the Employer.
- (2) If, in the judgment of the employee, the condition of the heating plant does not warrant workmanship guarantee, such exception must be noted on the Uniform Service Check List.

(K) PAY PERIODS

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

(L) LICENSE RENEWAL

The Employer shall pay for the license certification renewal.

(M) COST OF LIVING

The parties agree that the following cost of living clause shall remain in this Agreement but shall not take effect:

Effective July 1, 1988, all wage rates will be increased by a percentage equal to the percentage increase in the Consumer Price Index (Bureau of Labor Statistics – Seattle – Urban Wage Earners and Clerical Workers 1967 – 1967 = 100 Base) from July 1, 1988, with \$.50 cap. The July 1, 1989, C.O.L.A. will be computed from July 1, 1988, through June 30, 1989, and payable July 1, 1989, and \$.75 cap.

LETTER OF UNDERSTANDING

BY AND BETWEEN

IBEW LOCAL 46

AND

EMPLOYER

International Brotherhood of Electrical Workers Local No. 46 ("Union") and the Employer Named on the cover sheet and signature page ("Employer") agree as follows:

- (1) For purposes of interpreting Article 7 – Vacations, no employee (employed as of December 1, 1990) shall suffer a reduction in his vacation years of service by virtue of the signing of this Agreement.
- (2) However, in all future sales, acquisitions, mergers, etc., the employee (if hired or retained) shall not carry his accrued vacation service credits with him unless the resulting company elects to credit that employee with some or all of his past years of service in the industry.

ACCEPTED AND APPROVED:

FOR THE UNION

FOR THE EMPLOYER

IBEW LOCAL 46

GENESEE FUEL & HEATING
COMPANY

Date:_____

Date:_____