

**ELECTRIC SHOP AGREEMENT**

**BETWEEN**  
**POWER SYSTEMS WEST, LLC.**  
**AND**  
**I.B.E.W. LOCAL 48**

**10/1/2024**

**THRU**

**9/30/2027**

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**ELECTRIC SHOP AGREEMENT**  
(the “Agreement”)

Between

**POWER SYSTEMS WEST, LLC**  
( the “Company”)  
PORTLAND, OREGON

and

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 48**  
(the “Union”)

Date: October 1, 2024

Recognizing the mutual advantages to be secured by harmony and cooperation in Employer-Employee relations, the above establishment and the Union hereby establish and endorse this Agreement.

**1. COVERAGES**

1.1 The Company recognizes the Union as the sole and exclusive bargaining agency for all occupational groups engaged in the repair, maintenance and service on electrical motors, generators, controls, transformers and similar equipment, also the repair, service and maintenance of small gasoline or diesel engines associated with other than generating devices.

**2. DURATION, CHANGES, RENEWAL**

2.1 This Agreement shall take effect October 1, 2024 and shall remain in effect through September 30, 2027.

2.2 Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to June 1 of any year. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. This Agreement may be changed or amended at any time by mutual consent.

2.3 The Company and the Union agree this agreement is a "living agreement." Through partnering when language has been agreed to or concepts agreed to by the parties, they will be made into amendment form and added to this agreement. Proposed changes, additions and deletions to be agreed upon and amended to this agreement within a fourteen (14) day time period from the day that an amendment is proposed.

### **3. GRIEVANCE PROCEDURE**

3.1 Disputes between the employee and Company management shall be taken up by the Shop Steward and/or the aggrieved employee with his immediate supervisor and Company management within ten (10) working days of its occurrence. If the grievance is not resolved, it shall be reduced to writing and a written answer given by the immediate supervisor to the employee within two (2) working days.

3.2 If the grievance is not resolved as provided in Section 3.1, then it shall be referred to the Business Representative of the Union and Company management, who will schedule a meeting within five (5) working days to discuss the grievance. Company management's reply will be given within three (3) working days after such meeting is held. If the grievance is not resolved as provided in Section 3.2, it shall be submitted to Section 3.3.

3.3 If the grievance is not resolved as provided above, it shall be submitted to an Arbitration Board as follows: One (1) member to be selected by the Company management involved, one (1) member to be selected by the Union, and a third or impartial member to be selected from a list of Arbitrators submitted by the Union and the Company. This Arbitration Board shall meet, hear all evidence, and render their report within two (2) weeks. The Arbitration Board's decision shall be binding on both parties. Each party shall bear the expense of presenting its own case and the cost of its own Arbitrator. The cost, if any, of the impartial Arbitrator or any expense mutually agreed to in advance shall be borne equally by the Union and the Company. The

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Arbitration Board shall not arbitrate the provisions of a new contract or change in any manner the provisions of this Agreement.

#### **4. HOURS, SHIFT AND OVERTIME**

4.1 Eight (8) hours shall constitute a day's work, Monday through Friday, inclusive. The hours shall be from 8:00AM to 4:30PM with one-half (1/2) hour lunch period, or 8:00AM to 5:00PM if one (1) hour lunch period is taken. Employee start time may be between 5:00 AM and 8:00 AM if mutually agreed upon time by both company and union employee. The work week will start at 8:00AM Monday (unless start-time is adjusted and mutually agreed to) and will be Monday through Friday inclusive.

4.2 All work in excess of eight (8) hours of the regular days' work, seven and one-half (7 ½) hours of the swing shift and seven (7) hours of the graveyard shift shall be considered overtime and paid for at the overtime rate as follows:

- (A) Overtime on week days shall be paid at one and one-half (1 ½) times on the first four (4) hours after the end of shift. Any additional overtime hours will be at two (2) times the established day rate.
- (B) Work on Saturday will be at one and one-half (1 ½) times the established day rate for the first (8) hours, all additional overtime hours will be paid at two (2) times the established day rate.
- (C) All work on Sunday will be paid for at two (2) times the established day rate.

4.3 When day shifts are worked (8:00AM to 4:30PM), the day shift employees shall receive regular wages for day work. When swing shifts are worked (4:30PM to 12:30AM), swing shift employees shall receive ten percent (10%) more per hour than day shift employees. When graveyard shifts are worked (12:30AM to 8:00AM), graveyard shift employees shall receive fifteen percent (15%) more per hour than the day shift employees. Employees shall receive twenty-four (24) hours-notice on change of shifts or the overtime rate shall prevail. Shift changes are to be avoided whenever possible. Any shift changes will be minimal

in frequency and only when required to meet specific customer needs. Company management will make every effort to reduce any impact on the employee's hours and compensation.

4.4 Employees shall work eight (8) hours on the day shift. The swing shift shall work seven and one-half (7 ½) hours, and the graveyard shift shall work seven (7) hours. It is agreed that both swing and graveyard shifts shall receive eight (8) hours pay for hours worked.

4.5 Whenever more than one shift is worked, an employee shall be allowed to change shifts at the end of twelve (12) months, provided it is agreeable to both the Employer and the employee, and the employee has the same classification and ability.

4.6 Any employee who reports to work on or before the beginning of his regular assigned work shift and there is no work available shall receive two (2) hours pay at this regular shift rate unless the employee is notified not to report the previous day or a minimum of twelve (12) hours prior to the employee's next shift by the foreman or Company management. Employee will not return to work until notified to do so.

## **5. DEFINITIONS, CLASSIFICATIONS, QUALIFICATIONS**

5.1 Master Generator Tech, Level 3 Generator Tech Class: All employees in these classifications must report to the Company, their faulty workmanship within twenty-four (24) hours from time of fault, for which failure to do so will result in disciplinary action agreed upon mutually by the Employer and the Union. The Employer agrees under this provision to furnish technician with the proper material, equipment and necessary data for the completion of such assigned work in a craftsman like manner. All employees in the journeyman classification must furnish his or her own small hand tools at the time of hire.

5.2 Apprentice: Apprentices shall not be held responsible for mistakes or comebacks.

5.3 The work of apprentices shall be in accordance with the Apprenticeship Program and laws of the Apprenticeship Commission of the State of Oregon. Apprentices shall at all times

work under the direct supervision of a Master Generator Tech. In the absence of a bona fide Apprenticeship Program the Employer and Union will establish an in house training program. A committee will be formed on October 1, 2021 this group will define Appendix A role and classification requirements. This group will outline the evaluation process to evaluate the trainee's performance and progress. Upon 6 months April 1, 2022 the committee will have full classifications defined for Generator Technician Classification. There will be a 6 month grace period and at end of year 1, October 1, 2022 all technicians will be evaluated on competency based on Level 1 – 4 Generator Tech and proper adjustments will be made.

5.4 It is agreed that the committee referred to in Article 6.1 will establish a training and progression schedule compatible with the engine/generator industry.

## **6. CLASSIFICATION - AGREED PROCEDURE**

6.1 The Company and the Union mutually agree that a committee be established equally composed of at least one representative of the Company and at least one Union employee or representative, not to exceed three members from either party. No Union technician shall serve on the committee who is not classified as a Generator Technician.

6.2 This committee shall rule on all matters pertaining to an individual's fitness for any specific classification as set forth in the existing agreement. They will act on promotion of employees as per the time tables set forth in the progression procedure. In case the committee fails to reach a majority decision, they shall select a mutually agreeable arbitrator. The decision of this committee shall be final and binding on all parties concerned.

6.3 Upon complaint of the Company, the Review Committee may move a workman down in his or her classification, providing sufficient proof has been shown the Review Board that the workman is not proficient in his or her classification.

6.4 The affected employee, the Company or the Union may file a protest of classification. The committee will act only in cases where the above set forth classifications are protested. The affected employee shall be given thirty (30) days after the filing of the classification sheet by the Employer in which to enter a protest. Should the Employer's classification be unopposed for this thirty (30) day period, it shall be considered proper and valid for a period of six (6) months.

6.5 Probationary Period: For the purpose of classification assignment, all new employees will be assigned to a classification that best represents their prior work experience, qualifications, education and references. This classification will remain in effect for a maximum of ninety (90) days, at which time the employee will be reviewed for possible re-classification (up or down) based on actual work performance.

## 7. SENIORITY

7.1 Seniority as used herein is designated as the right accrued through length of service which entitles employees to certain preferences provided for in the Agreement. It is understood and agreed that in all cases of layoff, rehire, promotions or demotions due to increasing or decreasing forces, accumulated length of service within the department assigned and the employees ability to perform the available work shall govern. The right to release or rehire employees who have not completed the probationary period shall be vested solely and exclusively in the Company.

(A) For the purpose of clarification concerning departmental seniority and work assignments there is one department:

1. Generator Field Service

(B) In the event of a reduction of forces in any department employees from the affected department shall be offered employment in another department providing that an opening exists and the affected employee has the ability to perform the available work.



It is further understood that employees will be paid the rate of pay that pertains to the classification of work they are performing if it is outside their permanent classification. Employees from one department cannot displace employees in another department because of a reduction of work forces. It is also agreed that no employee is obligated in any way to accept employment in another department because of a reduction of work forces.

- (C) The Company may add, combine or remove departments by amendment to this agreement as business plans or economic conditions change.

7.2 Newly hired employees shall be added to the seniority list after completion of their probationary period of one (1) calendar year and/or eighteen hundred (1,800) compensable hours, with full service credit from their date of employment.

7.3 Seniority shall not be forfeited during absences from work as a result of:

- (A) An industrial accident;
- (B) A bona fide illness or off the job injury;
- (C) An authorized leave of absence, vacations and layoffs not to exceed ninety (90) days; or
- (D) Entrance into the Armed Forces under the provisions of any applicable State or Federal law.

7.4 Seniority of an employee shall be forfeited if the employee:

- (A) Quits or is terminated for cause;
- (B) Is laid off for lack of work for over a period of ninety (90) days;
- (C) Overstays an authorized leave of absence; or
- (D) Has an absence for three (3) consecutive scheduled working days without notifying the Company, except where the employee can prove such notice was impossible.

7.5 The Company shall submit to the Union a list of its employees at the time of signing the Agreement and every six (6) months thereafter, giving each employee's classification and date of hire.

**8. UNION SECURITY**

8.1 The Company shall give the Union notice of opportunities for employment in the classifications covered by this Agreement.

8.2 The Union has the right to discipline its members for violation of its laws, rules and Agreements insofar as they are not inconsistent with Federal and State statutes.

8.3 It is understood and agreed that should any part of this Agreement be construed by proper authority or by mutual consent to be in conflict with any State or Federal law, such part shall be suspended and the State or Federal law shall prevail. All other parts of the Agreement shall remain in full force and effect.

8.4 Whenever work is being done that is considered hazardous to employees, there shall be at least two (2) employees on the job. This is reviewed and mutually agreed upon per the Company, State and Federal safety guidelines.

8.5 The Union, Local 48 is part of the I.B.E.W., and any violation or amendment of the Agreement of this or any other Local Union of the I.B.E.W. by the Company will be sufficient cause for cancellation of this Agreement after the facts have been determined by the International Office of the Union. The Company further agrees that he will not sublet, assign or transfer any work covered by this Agreement to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the Company's establishment covered by this Agreement. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representatives of the parties hereto that such action is not in conflict with the preceding sentence. Union Employees are  
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responsible to keep current with their Union Dues, if they do not they are subject to termination or suspension by the Company.

8.6 The Company agrees to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization, dues and assessment from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Company by the Union upon request by the Company.

## **9. GENERAL CONDITIONS**

9.1 Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, any employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a suitable financial status to meet payroll requirements, and to meet compensation requirements for injured workmen and other insurance protective requirements, and employing not less than one journeyman.

9.2 Company shall maintain a permanent place of business with a business telephone, open to the public during normal business hours. This place of business shall not be connected with, nor a part of a domestic establishment.

9.3 The Company shall carry Workmen's Compensation or Liability Insurance in accord with the laws of the State of Oregon and shall furnish proof of this to the Union.

9.4 No member of the Union, while he or she remains a member of the Union and subject to employment by Employers operating under this Agreement, shall become a contractor for the performance of any electrical work and/or work that is normally performed by the Company.

9.5 The Union agrees that if, during the life of this Agreement, it grants to any other employer in the electrical contracting industry, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Company under this Agreement and the Union shall immediately notify the Company of such concessions.

9.6 Employers may be their own foreman or supervisor of their own shop or they may hire a full-time foreman at the classification equal or exceeding that of a journeyman, or a journeyman may act as part-time foreman, providing the time spent as such shall be charged to duties of a foreman. It shall be the choice of Company management as to the assignment of foreman.

9.7 It is the intent of this Agreement to insure minimum benefits only and nothing herein shall prevent an employer from improving the wages or other benefits to the employees, and any conditions now in effect which are more favorable to the employee shall not be reduced, except that an increase in wages and conditions as they would pertain to a temporary job assignment may be reduced back to the wages and conditions a person was receiving prior to the temporary assignment. This will not permit temporary assignment of journeyman status, from helper status.

9.8 If an employee is injured on the job he or she must report immediately to Company Supervisor and shall be paid on the following basis: If injured on the first part of his or her shift the employee shall receive pay for the first four (4) hours. If injured on the latter part of his or her shift, the employee shall be paid for the last four (4) hours. If, as a result of injury, the employee is treated by a doctor and returns to work for the balance of his or her shift, the employee shall be paid for the time lost going to the doctor.

9.9 Employees shall have two (2) ten minute coffee breaks, one in the morning and one in the afternoon.

9.10 Union Employees must acknowledge receipt and review Employee Handbook, Safety Handbook and Driving Policy annually to ensure they are in compliance with all policies and procedures of Power Systems West. The Union understands the Company is responsible to perform the work required by the owner. The Company shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement in planning, directing, and controlling the operation of all its work, in deciding the number and kinds of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Union's geographic jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the employer's and/or owner's policies, rules and regulations not inconsistent with this agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

## **10. OUTSIDE WORK**

10.1 Employees required to travel to an outside job during their normal work period will be paid at their normal straight time rate for such travel time. Employees required to travel to an outside job before or after their normal work period will be paid overtime for such travel time. Overtime to be paid at one and one-half (1 ½) times the day rate.

10.2 An employee who uses his car in connection with his work shall receive I.R.S. rate per mile, but not less than five dollars (\$5.00) for each day the employee is required to use his or her car. An employee's car can be used only with written authorization by Company Management.

10.3 Per Diem and expenses are to be the responsibility of the Company as follows: The Employer agrees to reimburse each employee for authorized actual incidental expenses incurred in connection with assigned duties while assigned to out of town work. All employees working

past 6:30PM, regardless of location, shall be entitled to reimbursement for their meals after 6:30 pm. Receipts are required for all expenses.

Upon ratification of the contract \$1.25 hourly field rate is reflected in regular hourly rate.

**11. WAGE RATES**

11.1 The following shall be the pay rate schedule and will be reviewed and revised on an individual employee basis via the company’s performance review and merit increase process:

<b>Effective as of:</b>	<b><u>October 1, 2024</u></b>	<b><u>October 1, 2025</u></b>	<b><u>October 1, 2026</u></b>
<u>Master Generator Tech:</u>	\$39.64/hour 5.0% increase	\$41.62/hour 5.0% increase	\$44.12/hour 6.0% increase
<u>Pension Contribution (16.1)</u>	+ \$4.70/hour	+ \$4.70/hour	+ \$4.70/hour
<b><u>Total Wage Rate</u></b>	\$44.34/hour	\$46.32/hour	\$48.82/hour

Lead Generator Tech	115% of Master Generator Tech Rate
Level 4 Master Generator Tech	100% of respective Generator Tech rate
Level 3 Generator Tech	90% of Master Generator Tech Rate
Level 2 Generator Tech	80% of Master Generator Tech Rate
Level 1 Apprentice	70% of Master Generator Tech Rate

11.2 Health care deductions to equal the standard per employee deduction as determined for all employees of the Company by the Company.

11.3 Out of the annual raise, where applicable, the employees shall be able to allocate to "on the check" wages or the I.B.E.W. 9th District Retirement Fund (the “Retirement Fund”). Such allocation shall be agreed upon by the bargaining unit prior to September 1 of each year. The Union shall notify the Company of the allocation of such funds in writing.

11.4 Employees shall progress from Apprentice to Master Generator Tech within their classification based on the schedule below. No later than 30 days, upon completion of the

time frames allowed for each classification, the employee shall be reviewed by the committee as outlined in Article 6 of this agreement. If the Committee fails to timely review the employee, then the employee advances to the next classification with retroactive wages and benefits from the time he completed his last time frame. If it is determined the employee does not qualify for advancement, steps to correct deficiencies shall be given to employee in writing. The Committee shall give the employee a second review no later than six (6) months after the first review.

Progression Schedule:

An employee shall be employed in the Level 1 Apprentice category for up to 18 months or 3000 hours. Classification will be reviewed every six months for evaluation against training requirements and technician requirements. Company will track timeframe and employee will track hours.

An employee shall be employed in the Level 2 Generator Tech for up to one year or 2000 hours will be reviewed every six months for evaluation against training requirements and technician requirements. Company will track timeframe and employee will track hours.

An employee shall be employed in the Level 3 Generator Tech for up to one year or 2000 hours will be reviewed every six months for evaluation against training requirements and technician requirements. Company will track timeframe and employee will track hours.

An employee shall be employed in the Level 4 Master Generator Tech will be reviewed every six months for evaluation against training requirements and technician requirements. Company will track timeframe and employee will track hours.

11.5 Employees who complete Level 3 Kohler certification shall receive a \$1.50 per hour increase to their base wage. Employees who complete KD certification shall receive a \$1.50 per hour increase to their base wage. The intent of this language is to incentivize employees to progress in training.

11.6 Employees who obtain a service contract shall receive a bonus of one hundred dollars (\$100) per generator up to ten (10) generators per contract.

**12. HOLIDAYS**

12.1 The following days shall be recognized as paid holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. These seven (7) holidays shall be paid for by the Company at the standard eight (8) hour day.

12.2 If a holiday set forth above falls on a Sunday, the following Monday will be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

12.3 Employees performing any work on any holidays of days recognized as such shall be paid additional straight time plus the paid vacation.

**13. Paid Time Off (PTO)**

13.1 Employee shall receive paid time off (PTO) accrual as per the following schedule, based upon their tenure with the company and a pay period of 40 hours in a work week:

First year of employment, upon hire.	-	2.31 hrs/pay period	=	3 weeks
Beginning , 3 <sup>rd</sup> year of employment	-	3.08 hrs/pay period	=	4 weeks
Beginning 6 <sup>th</sup> year of employment	-	3.85 hrs/pay period	=	5 weeks
Beginning 15 <sup>th</sup> year of employment	-	4.62 hrs/pay period	=	6 weeks

13.2 The anniversary date of employment with the company shall establish the PTO anniversary for each employee used to determine the incremental increases in accruals. Existing vacation payments have been paid through the signing date and this benefit will not start to be accrued until the first full week after the signing date of this agreement. A minimum of 30 hours



must be worked to accrue the full weekly benefit and if less than 30 hours are worked, a proportionate amount of PTO time will be accrued.

13.3 Paid time off is not accumulative from year to year and any vacation time off earned but not taken by the end of an employee's anniversary will be lost if greater than 108 hours. Up to a maximum of 108 unused hours will be automatically rolled over to the following year, not to exceed a balance of 240 hours accumulated in any year, at any given point in time. No negative balances will be allowed. Pay is not granted in lieu of taking the actual time off.

13.4 Employees entitled to paid time off shall take the actual time off at a time mutually agreed upon by the Company and the employee. It is the intention that individual PTO should be granted to each employee at a time desired by each employee. It is recognized that this may not always be possible due to exigencies of job requirements of work-loads, or requests by other employees at the same time. Should requests for PTO be submitted by numerous people for the same time period, seniority shall be the governing factor.

13.5 Requests for paid time off should be submitted to the Company at least thirty (30) days prior to the time the paid time off is desired, however, special requests may be submitted at any time. It must be understood that seniority preference will not pertain to any requests that are received less than the thirty (30) day requirement.

13.6 One (1) week of PTO may be taken in one (1) day increments. All other PTO must be taken in one (1) week increments or more. No more than three consecutive weeks of planned PTO can be taken at one time without special management approval.

13.7 The Company agrees to withhold an amount authorized by the employee and remit that amount to the Union, IBEW Local 48 and United Workers Federal Credit Union to be designated as a holiday account in the name of the employee. It is understood that withdrawal from

this account shall be arranged between the employee and the credit union. Each employee may choose independently to participate in this program.

#### **14. JURY SERVICE**

14.1 An employee having seniority as provided in Section 7 Seniority, and required to serve as a jurymen shall, upon satisfactory proof to the Company of such service rendered, be reimbursed by the Company for his work time lost up to 5 days. The basis of reimbursement shall be the difference between his straight time day shift hourly job classification rate, and his jury pay provided, however, such employee reimbursement shall be applicable to any period of time during which the employee did not perform work for the Company other than when prevented from doing so solely because of jury service. The Company reimbursement shall in no event be applicable for a period of more than eight (8) hours in a standard work day, nor more than five (5) days in a standard work week. If an employee is called for jury service, and loses time, but is not accepted for jury service, or serves and is relieved therefrom by the middle of his work shift, the employee shall be reimbursed by the Employer for his work time lost (on the basis of the difference between his straight time day shift hourly job classification rate and his jury pay) provided he returns to his job immediately and promptly reports these facts to the Company. If an employee works his regular shift in addition to performing jury duty, the employee not be paid by the Company under the provisions of this section. The Company has the right to request of the Court that an employee be excused from jury duty if the work load requires.

#### **15. HEALTH-WELFARE AGREEMENT**

15.1 It is mutually agreed between the parties hereto, and in accordance with the Harrison Electrical Workers Trust Fund Agreement (the "Harrison Trust") signed by the Oregon-Columbia Chapter, NECA and the Union, jointly established for this purpose and administered in compliance with federal and State regulations governing health and welfare

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funds, the Employer will pay the Category II rate established under the Harrison Trust. See Section 11.2 for employee contributions.

15.2 Health insurance benefits for new hires will follow the agreement between the employer and Harrison Trust for Category II employees for health care coverage. Employees with current coverage, under this collective bargaining agreement will continue to have coverage for the month which immediately follows the month where they have worked one (1) or more days.

15.3 Remittance shall be forwarded to reach the designated collector on/or before the fifteenth (15<sup>th</sup>) day of each month.

15.4 It is understood and intended by the parties to this Agreement that the purpose of this clause is to establish an employer financed health and welfare trust and that the contribution thereto shall not be deemed to be wages to which an employee shall have any rights other than the right to have such contributions paid over to the Harrison Trust in accordance therewith.

15.5 Upon recommendation of the trustees of the Harrison Trust, the contribution to the fund may be increased and the Company agrees to pay the determined amount to the Harrison Trust for each employee. If during the term of the Agreement any Federal or state act is enacted and the trustees of the Harrison Trust determine that the coverage provided by the act can result in the lowering of the Harrison Trust contribution, the parties to the Agreement will meet and allocate the recommended excess contributions to any existing fringe benefits or to wages as the Union desires.

## **16. PENSION**

16.1 The Company shall contribute a total of \$6.70 for each Master Generator Tech for each hour worked or paid for by employees covered by this Agreement to the Retirement Fund. This \$6.70 contribution is comprised of \$2.00 paid by the Company and \$4.70 withheld by

the Company as employee contributions, for a total contribution of \$6.70. Contributions shall be paid in the same manner for all other classifications of employees covered by this Agreement according to the following progression schedule at the indicated percentage rates multiplied by \$6.70 per hour effective 10/1/2020.

Lead Generator Tech 115%

Level 4 Master Generator Tech 100%

Level 3 Generator Tech 90%

Level 2 Generator Tech 80%

Level 1 Generator Tech 70%

16.2 The Company shall pay in addition to the hourly contribution per employee, a single, lump sum annual fee directly to the plan administrator, as billed by the plan administrator in accordance with the following schedule:

25 or less participants	-	\$50.0
26 to 50 participants	-	\$100.00
51 to 75 participants	-	\$150.00
76 to 150 participants	-	\$250.00
151 to 300 participants	-	\$500.00
Over 300 participants	-	Stipulation by board of trustees Upon Request

16.3 The Company further agrees to pay any annual increase after the first contract year, not to exceed 10% of the schedule set forth herewith.

## **17. COLLECTION**

17.1 Fringe benefits provided for under this Agreement are due and payable on/or before the 15th day of each month, covering the hours worked by each employee through the last payroll period in the prior calendar month. Each Employer shall file a monthly payroll report in the form established therefore. Each report shall be filed, regardless of whether or not the Company has employed any employee in the month covered by said report.

17.2 Any employer who fails to file a report or pay contributions by the 20<sup>th</sup> of the month in which such report or payment is due shall be considered delinquent on the 21<sup>st</sup> and is in violation of this Agreement. Legal action may be brought by the appropriate parties to enforce collection. Delinquent employers shall be liable for all reasonable attorney's fees, court costs and other expenses incurred in the enforcement of collection from such employer, plus liquidated damages and lost earnings charges provided below. Each employer shall make available applicable books and records for the purpose of auditing same to determine the amount of his or her liability, and shall pay the expenses of the audit if delinquencies are found, under guidelines of the Retirement Fund. Action to collect contributions may be brought in the name of the Retirement Fund, its trustees or any assignee or agent designated by said trustees. The Company hereby accepts and agrees to the terms of the trust agreement and plan of Retirement Fund for such fringe benefits fund.

17.3 Delinquent employers shall be liable to any employee affected by such delinquency for all benefits lost by such employee by virtue of such delinquency, and such delinquent employer shall also be liable for reasonable attorneys' fees for any action brought to recover the amount of said benefits.

17.4 If any participating employer shall be delinquent in the payment of the contributions and/or amounts withheld from employees' wages, such Employer shall be liable in addition to the amounts otherwise due for liquidated damages. The minimum amount of such liquidated damages shall be the sum of \$25.00 per trust or initial deposit account for any month in which an employer is delinquent.

17.5 For a second offense, the minimum amount shall be five percent (5%) of contributions owed and amounts withheld or \$25.00 whichever is greater and for a third or subsequent offense, the amount of liquidated damages shall be ten percent (10%) of contributions

owed and amounts withheld or \$25.00 whichever is greater. In addition, the delinquent contributions and payments shall bear a lost earnings charge computed as interest at the rate of eighteen percent (18%) per annum from the due date until they are paid. The Joint Conference Committee is hereby authorized to assess and order payment of the liquidated damages, lost earnings charges and collection expenses provided for herein.

**18. NON-DISCRIMINATION CLAUSE**

The Company and the Union do hereby agree that they shall not discriminate against any employee or job applicant in regard to hire, discharge, promotion, pay, fringe benefits, seniority or other conditions of employment because of his or her race, creed, color, sex, age, national origin, or disability as defined by Federal and State laws, Nor shall there be any discrimination of disabled veterans or veterans of the Vietnam era.

SIGNED FOR THE COMPANY



Brad Lyons, President  
Power Systems West, LLC

SIGNED FOR THE UNION



Garth Bachman, Business Manager  
IBEW Local 48



## **ADDENDUM "A"**

### **Generator Technician Classifications**

#### **Level 1 Apprentice**

##### **General Requirements**

- Continue to meet all requirements from previous classification.
- Maintain a clean and organized service truck.
- Maintain accurate inventory levels on service truck
- Be responsible for inventory on jobs and returning back into stock
- Proficient with basic hand tooling:
  - Multi-meter
  - Monometer
  - Kohler SiteTech
- Embody the Core Values of Company
- Complete Safety Training
- Good communication with peers and service manager
- Exhibit safe work practices
- Exhibit punctuality, timeliness, and good organizational skills in day to day
- Exhibit proper use and respect of company tooling
- Exhibit positive attitude and good work ethic
- Read and understand all aspects of Employee Handbook, Safety Handbook and Driving Policy
- Exhibit strong aptitude for learning and retention
- Complete Level 1 Kohler Certification
- Proficient use of Kohler internal site to find Bill of Materials and other various technical information
- Use field service app Accurately track work hours
- Clear, accurate and timely completion of Field Service reports on ALL Service calls
- Use of tablet to add pictures to Service Reports
- Use of tablet to scan parts on to jobs
- Properly track all expenses to Service Reports
- Complete accurately and on time expense reports

#### **Level 2 Generator Tech**

##### **General Requirements**

- Continue to meet all requirements from previous classification.
- Complete all online Level 2 Kohler training
- Perform load bank testing up to 300kw
- Perform maintenance and repairs on generators up to 300kw
- Perform Kohler Start-up on generators up to 300kw
- Ability to troubleshoot and test standard transition transfer switches.
- KDI engine certification
- Kohler gas engine certification

### **Level 3 Generator Tech**

#### General Requirements

- Continue to meet all requirements from previous classification.
- Level 2 Kohler certification.
- Perform maintenance and repairs on generators up to 1000kw
- Perform load bank testing on generators up to 1000kw
- Perform Kohler Start-up on generators up to 1000kw
- Ability to troubleshoot and test all Kohler transfer switches.
  - Proficient in locating and reading wiring diagrams and schematics.

### **Level 4 Master Generator Tech**

#### General Requirements

- Continue to meet all requirements from previous classification.
- Continued progression with Level 3 online Kohler Training
- KD engine certification.
  - Ability to troubleshoot and repair all standby generators
  - Ability to troubleshoot and repair all transfer switches.
  - Load bank testing of all sizes of generators.
  - Perform Kohler Start-up on generators all sizes.
  - Ability to develop and write a SOW for an assigned project.
  - Ability to be the lead technician on a project.
  - Competent with DPS paralleling
  - Kohler communication software

### **Lead Generator Tech**

#### General Requirements

- Continue to meet all requirements from previous classification.
- Assist Service manager as needed with scheduling and direction of service technicians.
- Motivate and lead service technicians in a professional manner.
- Proactively participate in organization and direction of the Service group and the company.