

**LABOR AGREEMENT  
BETWEEN  
LOCAL UNION NO. 46  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
AND  
PUGET SOUND CHAPTER  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION  
EFFECTIVE DATES  
JUNE 1, ~~2021~~ 2018 – MAY 31, ~~2024~~ 2021  
INSIDE CONSTRUCTION AGREEMENT**

Agreement by and between the Puget Sound Chapter, National Electrical Contractors Association and Local Union No. 46, International Brotherhood of Electrical Workers. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Puget Sound Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union No. 46, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

**BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in the industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any difference by rational common sense methods. Now, therefore, in consideration of mutual promises and Agreements herein contained the parties hereto agree as follows.

This Agreement shall cover all inside electrical construction work and workers within the territorial jurisdiction of Local Union No. 46 of the International Brotherhood of Electrical Workers.

**CODE OF EXCELLENCE**

The IBEW *Code of Excellence* is IBEW members demonstrating pride in membership and instilled craftsmanship by leaving lasting impressions of productivity and quality workmanship on every project we perform. It is IBEW members:

- ✓ *Performing the highest quality and quantity of work.*
- ✓ *Utilizing skills and abilities to the maximum.*
- ✓ *Exercising safe and productive work practices.*

The IBEW *Code of Excellence* is IBEW members building a job right the first time, bringing it to completion on schedule and under budget, thus prompting our customers to again employ the IBEW on future projects.

The IBEW *Code of Excellence* is IBEW members collectively subscribing to, and pursuing, a higher standard of work ethics.

The IBEW *Code of Excellence* proclaims to all that IBEW members will:

**C**ome to work on time, fit for duty and ready to work.

**O**bey recognized customer and employer work rules.

**D**emonstrate zero tolerance for alcohol and substance abuse.

**E**xercise proper safety, health, and sanitation practices.

**O**wn up to '8 for 8' and be on the job unless otherwise allowed or authorized to leave.

**F**ollow safe, reasonable, and legitimate management directives.

**E**ncourage respect for customer's rights and property, as well as for others on the job.

**E**xercise the skills and abilities of the trade.

**C**are for tools and equipment provided by the employer.

**E**liminate waste and other forms of property destruction, including graffiti.

**L**imit lunch and break times to allocated periods; adhere to start and quit times.

**L**eave inappropriate behavior to those of lesser knowledge.

**E**mploy the proper tool for the job and maintain personal tool responsibilities.

**N**ot solicit funds or sell merchandise without the Business Manager's approval.

**C**urtail idle time and/or pursuit of personal business on the job, including cell phone use.

**E**xpel job disruptions and refuse to engage in slowdowns or activities designed to extend the job or create overtime or any other conduct that would cast the IBEW in bad light.

Parties agree that no grievance can be brought by Puget Sound Chapter, NECA under this Section.

## **ARTICLE I**

### **EFFECTIVE DATE - TERMINATION - AMENDMENTS - DISPUTES**

**Section 1.01** This Agreement shall take effect June 1, ~~2021~~ 2018, and shall remain in effect until May 31, ~~2024~~ 2021, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1, through May 31 of each year unless changed or terminated in the way later provided therein.

**Section 1.02(a)** Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(f) When a case has been mutually submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(g) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

**Section 1.03** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto.

**Section 1.04** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**Section 1.05** There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

**Section 1.06** All grievances, changes, or questions in dispute shall be adjusted by following the four step procedure outlined below (a settlement at any step shall be binding upon all parties): Any complaint, dispute or grievance not filed in writing by the complaining party within twenty (20) days of the alleged complaint, dispute or grievance shall be waived.

1. A Union representative and a Contractor representative shall meet to resolve the grievance within forty-eight (48) hours from date of filing. In the event settlement is not reached, the grievance shall proceed to step two.

2. The Union Business Manager/Agent and the NECA Chapter Manager shall meet to resolve the grievance within five (5) days from completion of step one. In the event settlement is not reached, the grievance shall proceed to step three.

3. A Grievance Committee consisting of three (3) Electricians selected by the Union who are not part of the staff and three (3) Contractors selected by NECA on a rotating basis selected from a list of all Contractors signatory with Local 46 shall meet to resolve the grievance within five (5) days of completion of step two. In the event settlement is not reached, the grievance shall proceed to step four.

4. In the event the grievance is not resolved in step three, Representatives of the Labor-Management Committee, one from each side, shall meet within five (5) days of the completion of step three and select an arbitrator by alternately striking from a list of five (5) names supplied by the Federal Mediation and Conciliation Service. The arbitrator shall not have the right to add or subtract from any terms of this Agreement and all decisions must be within the scope and terms of this Collective Bargaining Agreement. The Labor-Management Representatives shall meet with the arbitrator and present their cases. They shall have the right to override the arbitrator during this meeting. In the event they cannot reach a decision, the decision of the arbitrator shall be final and binding.

**Section 1.07** All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

**Section 1.08** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**Section 1.09** **NON-DISCRIMINATION** All provisions of this Agreement, including provisions with respect to wages, hours and conditions of work, shall apply equitably, fairly, and without discrimination to all Employees covered by this Agreement. There shall be no discrimination by either the Union or the Employer against any Employee or job applicant because of race, religion, color, sex, age or national origin, or any other status or condition protected under local, state, and ~~or~~ federal laws. Both the Union and the Employer recognize that our industry is strengthened by drawing on a diverse workforce. Both the Union and Employer are committed to providing an inclusive and welcoming environment for everyone covered under this Agreement.

**Section 1.10** **Gender References.** Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to

all genders. The parties agree to continue the effort to revise non neutral gender references in this agreement to be inclusive of all genders in future agreements.

## **ARTICLE II**

### **EMPLOYER RIGHTS - UNION RIGHTS**

**Section 2.01**        **NO CONTRACTING CLAUSE:** Members of the Union, with the exception of those meeting the requirements of an electrical contractor, as defined herein, shall not contract for any electrical work.

**Section 2.02 (a)**    The Employer recognizes the Union as the sole collective bargaining agency between itself and the Employees covered under the scope of the Agreement. The Employer also recognizes the Union has a right to utilize the grievance procedure listed in Section 1.06 of this agreement with the exception of Apprentice issues specifically addressed in the Puget Sound Electrical Apprenticeship Standards as submitted and approved by the Washington State Department of Apprenticeship, including issues regarding Apprenticeship placement, probation, discipline, wage progression and evaluation.

(b)        The Employer shall have the right to determine the competency and qualifications of its Employees and the right to discharge such Employees for any just and sufficient cause. The Union may institute a grievance procedure under the terms of this Agreement if it feels any Employee has been unjustly discharged. In applying the above provisions the Employer shall not discriminate against Employees in regard to hire or tenure of employment by reason of Union membership; provided, however, all workers, Union or otherwise, shall be classified and receive the wage scales as provided under the wage schedules attached to this Collective Bargaining Agreement.

(c)        **UNION SECURITY CLAUSE:** All Employees covered by this Agreement shall be required to become and remain members in good standing of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later. All Employees who may be accepted into membership shall thereafter maintain their continuous good standing in the Union, as a condition of employment, by paying regular monthly Union fees uniformly paid by other members of the same classification in the Union in order to defray the costs of the collective bargaining agency in accordance with its rules. In the event that an Employee fails to tender the admission fee or a member of the Union fails to maintain his or her membership in accordance with the provisions of this section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual Employee.

**Section 2.03**        A contractor must be a licensed electrical contractor if required by state statute.

**Section 2.04**        **OWNERS PERFORMING ELECTRICAL WORK** Owners may work with the tools but are not considered bargaining unit members.

**Section 2.05**      **MANAGEMENT'S RIGHTS**      The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the Collective Bargaining Agreement, in planning, directing and controlling the operation of all work, in deciding the number and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job within the Local Union's geographical 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 rules and regulations not inconsistent with the Agreement, in requiring all Employees to observe all safety regulations, and in discharging Employees for proper cause.

**Section 2.06**      **FOREMAN BY NAME CLAUSE**

(a)      To clarify the intent of this clause, it is hereby agreed that when this clause is utilized the individual called out as Foreman shall work as Foreman and be paid as Foreman. If contractors make such a call out and do not adhere to this understanding, a complaint shall promptly be filed by the Union. The Business Manager and Chapter Manager shall promptly investigate the complaint and the matter will then be promptly resolved.

(b)      A Foreman as compared to a Journeyman has some distinct responsibilities which include: supervision of the workers, material requisition, Employee planning and scheduling, keeping good relations with other trades and owners representatives; study and understand electrical, structural, and mechanical specs; knowing electrical code and keeping a copy of the code book on the job; and special responsibilities to the Employer. In the event that it is found that the above is not the intent of the Employer, the Business Manager may refuse to dispatch a Foreman to the Employer.

(c)      The Employer shall be permitted to request by name, any applicant the Employer desires to employ as Foreman, provided the individual has successfully completed the JATC or NECA Foreman Training Class. Then the Union will refer such applicant to the Employer, if the applicant's name appears on the referral register and, has not quit their former Employer less than two (2) calendar weeks prior to the Employer's request for said applicant, and all other "eligible" applicants in higher seniority referral groups have first been referred. Then the Employer shall immediately upon employment of said applicant, classify said applicant (Employee) as a Foreman and pay such applicant (Employee) Foreman's wages as established in Section 3.08(b) of this Agreement for a period of ninety (90) days unless terminated sooner.

**Sec. 2.06(d)**      Foreman shall have a valid first aid card with CPR certification as required by Washington State and adhere to any other state laws, which are required by statute, and have completed a minimum twenty-four (24) hour JATC or NECA Foreman Training Class. The NECA Foreman Training Class shall include four (4) hours of training on COMET presented by the IBEW, and shall also include four (4) hours of training on the Labor Agreement presented jointly by NECA and the IBEW. A Journeyman may act as a Foreman if they have signed up for the next available JATC or NECA Foreman Training Class but may not continue to work as a Foreman if he or she does not successfully complete that class. Training provisions shall apply to all existing Foremen.

**Section 2.07**      **FAVORED NATIONS CLAUSE**      The Union agrees that if, during the term of this Agreement, it grants to any Employer in the electrical contracting industry any

better terms or conditions for any of the work covered by this Agreement, all the terms and conditions of the Agreement shall be made available to the Employers signatory to this Agreement. The Union agrees to notify the Puget Sound Chapter, NECA of any such Agreements made by the Union covering work on any single project, and NECA agrees to notify all Employers signatory to this Agreement. However, an exception to this clause is as follows: The Union may, with prior notification to NECA, offer some modifications if necessary to organize a non-signatory electrical contractor.

**Section 2.08**        **ADMINISTRATIVE MAINTENANCE FUND**    Employers signatory to this Labor Agreement with Local Union No. 46, IBEW, shall contribute three quarters of one percent (.75%) of productive labor payroll as reported on their fringe benefit report to the Administrative Maintenance Fund. The monies are for the purpose of administration of all trust funds as delineated in this Agreement, and other administrative costs. The fund is to be administered solely by Puget Sound Chapter, NECA or their appointed designee. No portion of this fund shall be used contrary to the Local Union No. 46, IBEW. The Local shall have the right to inspect the books of this fund. The AMF contribution shall be submitted with all other fringe benefits as delineated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the Administrator receiving said funds.

In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated Administrator, the Administrator shall have authority to recover any funds, along with any attorney fees, court costs, interest at one percent (1%) per month and liquidated damages receiving said funds. Enforcement for delinquent payments to the fund shall be the sole responsibility of the fund and not the Union.

**Section 2.09**        **TRUCK SIGNAGE**            Each electrical contractor employing members of Local Union No. 46, IBEW shall be required to have identification signs, seals, decals, stickers or painted signs on their trucks, bearing the company's name, not less than three (3) inches high and visible from the outside of each of its trucks. The Union and Puget Sound Chapter, NECA will encourage employers to display IBEW Local 46 union decals on employer vehicles used for work covered under this agreement. The decals will be furnished to the Employer by the Union.

**Section 2.10**        **DISCIPLINE OF UNION MEMBERS**    The Union reserves the right to discipline its members for violation of its laws, rules and Agreements.

**Section 2.11**        **UNION ASSISTANCE TO OTHER LOCAL UNIONS**    This Agreement does not deny the right of the Union or its representatives to render assistance to other organizations by removal of its members from jobs when necessary, and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the Employer involved. When such removal takes place, the Union or its representatives shall direct the workers on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

**Section 2.12**        **LOANING OF EMPLOYEES**            The Employer shall not loan, or cause to be loaned, the members of the Union in his employ to any other Employer without first securing permission of the Union and then only when applicants possessing the required skills are not available under the referral procedure.

**Section 2.13**      **JOB STEWARDS**

(a)      The Union shall have the right to appoint a Steward at any job where six (6) or more bargaining unit members are employed. The Business Manager shall notify the Employer, in writing, of the appointment of a Steward. Such appointed Steward shall remain at such job, except when terminated for cause or until such job has been reduced to core personnel. Choice of core personnel shall be decided by the Employer. Core personnel shall include all Foremen, General Foremen, transferred personnel, apprentices and individuals referred from the hiring hall prior to the appointment date of the Steward. Stewards appointed under this Section of the Agreement shall have received Steward training by the Union, and other training as developed by the Joint Labor-Management Committee that would assist a Steward in the performance of their duties. On jobs where Stewards are appointed and on site, a Steward shall be present during the layoff of all workers on that job.

(b)      The Steward shall in no case cause a stoppage of work. In case of any trouble on the job, he or she shall immediately notify the Business Manager who will take up any grievance, dispute and/or any other subject matter with the Employer. (It is understood between the parties to this Agreement that the Steward will not discuss any violation of this Agreement, disputes of any nature or grievances with Employers, but will report them to the Business Manager.)

(c)      Stewards shall work under the direction of the Business Manager and be subject to his or her authority. Such Steward shall see that this Agreement and working rules are observed and shall be allowed sufficient time to perform the duties during regular working hours. ~~The Business Manager shall notify the Employer of the appointment of a Steward.~~ Under no circumstances shall an Employer dismiss or otherwise discriminate against an Employee and/or Shop/Job Steward for making a complaint or giving evidence with respect to an alleged violation of a provision of this Agreement.

(d)      The Employer shall notify the Union representative twenty-four (24) hours prior to termination of a Steward except for discharge for just cause. Just cause is defined as intoxication or insubordination. In case of discharge of a Steward for just cause, the Employer shall immediately notify the Union office.

(e)      In no event shall the Employer discriminate against a Steward in the matter of overtime, layoffs, or rehires. In the event a Steward is to be laid off, a Committee representing the parties to this Agreement may review the action upon request.

**Section 2.14**      **UNION ACCESS TO SHOP AND JOBS**      Representative(s) The ~~representative~~ of the Union shall be allowed access to any job at any reasonable time where workers are employed under the terms of this Agreement. The Employer will provide the Union with a list of ongoing job sites upon request. The Union will notify the Employer the day prior to ~~before~~ visiting a jobsite.

**Section 2.15**      **NO REBATE OF WAGES**      No Employer or member of the Union or their agent shall give or accept directly or indirectly any rebate of wages. Any Employer found violating this provision shall be subject to having the Agreement terminated upon written notice thereof being given by the Union.



**Section 2.16** The Employer shall furnish the Union with a list, monthly, of workers employed showing the hours and weeks worked if requested to do so by the Union.

**Section 2.17** The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by the members of the IBEW when possible.

**Section 2.18** **ANNULMENT AND SUBCONTRACTING**

(a) The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph (b) of this Section, will be sufficient cause for the cancellation of their Letter of Assent to this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

(b) The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of their Employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work will be deemed a material breach of this Agreement.

(c) All charges of violation of paragraph (b) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and final and binding resolution of disputes.

**Section 2.19** **OUTSIDE CONTRACTORS/PROVISION FOR BRINGING IN WORKERS**

Contractors from outside the jurisdiction of Local Union No. 46, IBEW doing work in the jurisdiction of Local Union No. 46, IBEW may bring in four (4) Journeyman Wireman as stipulated in the 1997 IBEW/NECA Agreement on Employee Portability. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect. Realizing the portability of Employees is necessary for the preservation of some categories of electrical work covered by this Agreement, portability will be provided as mutually agreed to between Local 46 and other IBEW Local Unions.

**Section 2.20** **JOB TARGETING** The Business Manager shall have authority to target a job for the purpose of protecting the jurisdiction of the Union and work opportunity of the Employees it represents. But while engaging in such targeting activities, the Union agrees that it will not discriminate against any contractor.

**ARTICLE III**  
**HOURS - WAGE PAYMENT - APPRENTICES - WORKING CONDITIONS**

**Section 3.01** **ESTABLISHMENT OF SIX HOUR DAY - EIGHT HOUR DAY/FOUR TENS**

(a) Work under this Agreement shall be on the basis of the six (6) hours per day or eight (8) hours per day, as decided by the Labor-Management Committee. Four Tens

(4 x 10's) work week will be acceptable providing the Union Dispatch Office (phone 253-395-6531, Fax 253-395-6539, dispatch1@ibew46.com) is notified by the Employer at least twenty-four (24) hours before beginning the four-tens (4 x 10's) work week within the following guidelines: The work week must occur between Monday through Friday; and days must be consecutive; and within standard starting times as provided herein. On a four-ten (4-10) work week, hours worked before or after the normal shift shall be paid at double (2 times) the straight time rate. The Monday or Friday not utilized in the normal four-ten's (4-10's) work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours and double (2 times) the straight rate for hours worked in excess of eight (8).

A five-eight's (5-8's) work week may be changed for one week to a four-ten's (4-10's) schedule, as long as the Union Dispatch Office is notified by the Employer at least twenty-four (24) hours before beginning the four-ten's (4-10's) work week. A four-ten (4 x 10) work week may be worked on swing or graveyard shift at the applicable shift rate of pay. A non-consecutive four-tens (4x10's) work week may be allowed, with notification to the Union Dispatch Office (Phone 253-395-6531, Fax 253-395-6539, dispatch1@ibew46.com) at least twenty-four (24) hours before beginning the four-tens (4x10's), when a holiday occurs midweek.

(b) The Labor-Management Committee shall meet to consider six (6) hour days provided in this Section when unemployment reaches twenty percent (20%) or more.

**Section 3.02** **STANDARD HOURS STARTING TIME** Work under this Agreement shall be on the basis of eight (8) hours per day between the hours of six (6:00) a.m., and four-thirty (4:30) p.m., with thirty (30) minutes for a meal period, after not more than five (5) hours of work. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a workweek. JATC Training Director may alter the six (6:00) a.m. start time for Apprentices to six-thirty (6:30) a.m. as the situation warrants.

**Section 3.03** **SHIFT WORK** When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

(a) The First Shift (day shift) shall be within the standard hours as delineated in Section 3.02.

(b) The Second Shift (swing shift) shall consist of eight (8) consecutive hours worked following the first shift and shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

(c) The Third Shift (graveyard shift) shall consist of eight (8) consecutive hours worked following the second shift. Workers on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

(d) The Employer shall be permitted to adjust the starting hours of the second or third shift by up to two (2) hours in order to meet the needs of the customer.

(e) If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at twelve-thirty (12:30) a.m. Monday to

coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive day duration unless mutually changed by the parties to this Agreement.

(f) An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. The first two hours of overtime work required before the established start time or after the completion of the eight (8) hours of any shift shall be paid at one and one half times the "shift" hourly rate.

(g) There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

### **Section 3.04**      **SHIFT WORK ON OCCUPIED PREMISES**

(a) An Employer may establish a swing shift without a day shift, a graveyard shift without a day shift or swing shift and without a stipulated ratio for electricians on shifts on work on one or more premises where the shift is continuous for one or more days. This clause applies to occupied premises only and the regular shift work premium is also applicable.

(b) Any Employee working on swing or graveyard must be employed for a full shift or be paid at the applicable overtime rate. There must be at least eight (8) hours of off duty time for any worker who moves to a different shift time. Where this is not adhered to double the straight time rate shall be paid for all time worked.

**Section 3.05**      **ASSIGNMENT OF OVERTIME WORK** Every reasonable effort will be made to offer overtime to workers on the jobsite.

### **Section 3.06**      **OVERTIME**

(a)      **OVERTIME RATE** All work performed outside of the regularly scheduled working hours shall be considered overtime. During the regular work week the first two hours of overtime worked before or after the regular shift shall be at one and one-half (1½) times the regular shift rate. During the first eight (8) hours of work on Saturday the overtime rate shall be one and one-half (1½) times the regular shift rate. All work performed in excess of ten (10) hours Monday-Friday, in excess of eight (8) hours on Saturday, and all work performed on Sundays and Holidays shall be paid at double the straight time rate of pay. The first two (2) hours of emergency call out shall be at the time and one-half (1½) rate. When Employees are required to work more than three (3) hours of overtime beyond their established shift, the Employee shall be allowed a paid thirty (30) minute meal period prior to or during the overtime period. The paid meal period shall be scheduled by the Employer.

(b)      **HOLIDAYS** All work performed on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day or any holiday observed by the Seattle (Washington) Building and Construction Trades Council of the American Federation of Labor shall be paid for at double the straight time rate of pay with the exception to this rate noted in Section 3.03. When a holiday falls on Sunday, the following Monday shall be observed, when a holiday falls on Saturday, the preceding Friday shall be recognized and shall be paid

for at double the regular straight time rate of pay. No work shall be performed on Labor Day, except in case of an emergency.

(c) **OVERTIME RATE - BREMERTON ONLY** Maintenance, repair and alteration type work (alteration work defined as on occupied premises) performed during all hours outside the normal working hours, Saturday and Sunday inclusive, shall be paid for at one and one-half (1½) times the regular straight time rate of pay.

**Section 3.07** **DIFFERENT STARTING TIMES** Due to tides, ordinances and other conditions beyond the control of both parties to this Agreement, the starting time of the work day may be established by the Labor-Management Committee to fit such conditions. When Employees work under the above-mentioned conditions during the weekdays, they shall receive a full day's pay at the straight time rate of pay. If Employees report for work and are not put to work, they shall receive one-half (½) day's pay. On Saturday, Sunday and Holidays, if Employees report for work and are not put to work, they shall be paid one-half (½) day at the double time rate and if work is started the Employee shall be paid a minimum of one-half (½) day at the double time rate. However, Employees who voluntarily quit, are laid off or are discharged for cause shall be paid for actual hours worked. This Section shall apply where circumstances are determined by the Labor-Management Committee to be appropriate for review.

**Section 3.08** **WAGES AND FRINGE SCHEDULE**

(a) The Journeyman Wireman wage and benefit package will increase on the following dates:

August 6, 2018 — \$ .50 per hour

February 4, 2019 — \$3.50 per hour

August 4, 2019 — \$1.75 per hour

February 3, 2020 — \$3.75 per hour

August 3, 2020 — \$1.75 per hour

February 1, 2021 — \$3.25 per hour

\*August 2, 2021 \$1.50 per hour

February 7, 2022 \$2.75 per hour

August 1, 2022 \$2.00 per hour

February 6, 2023 \$3.25 per hour

August 7, 2023 \$2.50 per hour

February 5, 2024 \$3.50 per hour

\*Or 2<sup>nd</sup> Monday after ratification, whichever is later.

Unless otherwise agreed to by the parties to this agreement, in advance of the scheduled increase, all increases shall be allocated at the discretion of the Union.

**(b) CLASSIFICATIONS AND RATES OF PAY JOURNEYMAN WIREMAN and JOURNEYMAN TECHNICIAN**

<del>June 1, 2018</del>	<del>\$50.09</del>
<del>August 6, 2018</del>	<del>\$50.57</del>
<u>February 1, 2021</u>	<u>\$60.82</u>

Future pay and benefit increases will be based on the increases specified in Section 3.08(a).

<u>TITLE</u>	<u>RATE OF PAY</u>
Journeyman Wireman General Foreman	20% above Journeyman
Journeyman Wireman Foreman	10% above Journeyman
Journeyman Wireman Cable Splicer	10% above Journeyman
Journeyman Wireman Certified Welder	5% above Journeyman

**(c) APPRENTICE RATE OF PAY AND FRINGE BENEFIT SCHEDULE**

<u>Period</u>	<u>OJT Hours</u>	<u>Rate or % of Journeyman</u>
1 <sup>st</sup>	0 to 1,000 hours	42% of Journeyman*
2 <sup>nd</sup>	1,000 to 2,000 hours	47% of Journeyman*
3 <sup>rd</sup>	2,000 to 3,500 hours	52% of Journeyman*
4 <sup>th</sup>	3,500 to 5,000 hours	65% of Journeyman
5 <sup>th</sup>	5,000 to 6,500 hours	75% of Journeyman
6 <sup>th</sup>	6,500 to 8,000 hours	85% of Journeyman

\*The above Apprentice Rates are effective August 6, 2018.

In addition to the above hourly rates payments shall be made as follows:

**(d) NEBF 3% of gross labor payroll**

**(e) LOCAL HEALTHCARE**

\$9.15 contribution per hour worked.

**(f) PENSION** 1st and 2nd period apprentices shall receive a contribution of \$.10 per hour worked into the Pension. Effective February 4, 2019, 1st and

2nd period apprentices shall receive a contribution of \$.25 per hour worked into the Pension. All other apprentices in the six (6) period program shall be paid a percentage of the pension equal to the percentage applied in determining wages.

\$8.38 contribution per hour worked.

(g) **ANNUITY/401K** 1st and 2nd period apprentices shall receive a contribution of \$.10 per hour worked into the Annuity. Effective February 4, 2019, 1st and 2nd period apprentices shall receive a contribution of \$.25 per hour worked into the Annuity. All other apprentices in the six (6) period program shall be paid a percentage of the annuity equal to the percentage applied in determining wages.

\$2.00 contribution per hour worked.

(h) **JATC** To be paid on all hours worked.

~~\$.68~~ **\$.83** contribution per hour worked.

<u>Effective Date</u>	<u>Increase</u>	<u>Total Contribution</u>
<u>February 7, 2022</u>	<u>\$.04</u>	<u>\$.87</u>
<u>February 6, 2023</u>	<u>\$.04</u>	<u>\$.91</u>
<u>February 5, 2024</u>	<u>\$.04</u>	<u>\$.95</u>

(i) **VACATION FUND** Six percent (6%) of wages (deducted).

(j) **SAP** Employers will contribute ten cents (\$.10) per hour to the Portland Electrical Industry Drug Free Workplace Program.

(k) **NLMCC/LMCC** Effective December 31, 2001 a contribution of one cent (\$.01) per hour worked under this Agreement, up to a maximum of 150,000 hours per year, shall be contributed to the NECA – IBEW National Labor Management Cooperation Committee. Effective June 1, 2012 each Employer shall contribute five cents (\$.05) per hour worked for a local Labor Management Cooperation Committee. Effective February 4th, 2013, each employer shall contribute ten cents (\$.10) per hour worked for a local Labor Management Cooperation Committee. The five cents (\$.05) increase in 2013 is funded three cents (\$.03) from NECA, and two cents (\$.02) from IBEW.

(l) **CABLE SPLICERS** Cable splicers shall be paid cable splicer pay whenever certified splicers are required. Journeymen only shall be used in assisting the cable splicer. Cable splicers shall not be required to work on wires or cables where the difference in potential is over 300 volts between any two conductors or between conductors and ground, unless assisted by another Journeyman. In no case shall cable splicers be requested to work on energized cables carrying in excess of 400 volts.

(m) **PREVAILING WAGE JOBS** With the approval of both the IBEW and NECA and on a bid-by-bid basis, prevailing wage projects may be frozen at the prevailing wage contained in the bid documents for the length of the projects. Overtime rates shall be as provided by statute. Apprentices' wages shall not be affected by this Section and, therefore, when working on frozen prevailing wage jobs, their wage shall be the contract wage and shall not be based upon the frozen prevailing wage amount.

(n) The parties to this agreement hereby expressly waive the provisions of the City of Seattle Sick/Safe Leave Ordinance #123698 requiring paid sick leave. The parties will collaborate to prevent any further provisions from being adopted by political entities within the jurisdiction of this agreement.

### **Section 3.09 WAGES AND EXPENSES DUE DATE**

(a) The pay period shall be seven (7) consecutive day's duration, and wages shall be paid by the Friday following the pay period. The Employer shall have the option of either mailing the paycheck or giving it to the Employee on Friday. Checks mailed and not received by Friday shall carry a \$100.00 late penalty if the postmark is stamped later than Wednesday. This late penalty shall only be assessed if the check arrives after Friday and the electrician retains the envelope with the postage date stamp. Whether or not it is the fault of the Employer, Employers who violate this provision more than three (3) times in any six (6) months shall forfeit the right to mail paychecks for a period of one (1) year. If the Employee has not received the paycheck by the start of the day shift on Monday and notifies the Employer by no later than ten (10:00) a.m. on Monday, the company shall deliver a replacement check to the job site by the end of the day shift or be subject to a one hundred dollars (\$100.00) penalty for that day and a one hundred dollars (\$100.00) penalty per day for every day the check is late thereafter. This clause is applicable in the case of NSF checks. An NSF check shall be treated as if the Employee did not receive a check. Checks that are more than one hundred dollars (\$100.00) short of the amount owed to the employee shall be applicable to this section. Checks that are short one hundred dollars (\$100.00) or less than the amount owed to the employee may be corrected on the next normal pay period. When any employee's check is not corrected on the next normal payday, the employer shall pay the employee a fifty dollar (\$50.00) penalty per week until the error is corrected.

(b) **DUES DEDUCTION** It is the policy of Employers signatory to this Agreement to promote and administer deduction of working dues and assessments from the wages of its Employees and forward the money, along with the fringe payments, to the Administrator. When the Employee elects to participate, the Employee shall authorize in writing the deduction of dues on a form furnished by the Union. The Employer agrees to make deductions each payroll period in an amount as determined by the Union.

### **Section 3.10 PAYMENT OF WAGES/ LAYOFF OF WORKERS**

(a) **PAYMENT OF WAGES** Any Employee who voluntarily terminates or is discharged for cause may have their wages paid by mail at the next regular pay period. If the employee is laid off, the Employer shall have the option of mailing the check or the Employee has the option of picking up the check at the main office at the end of the next business day or by mail per Section 3.09(a). Two (2) hours penalty time, at the straight time rate, will be paid if the error in severance pay exceeds four (4) hours of wages. However, such errors shall be corrected before the end of the Employer's next regular working day

(Monday through Friday). The Employee shall pick up the check at the Employer's office or request that it be mailed to the Employee for the amount in error. This clause is applicable in the case of NSF checks. An NSF check shall be treated as if the Employee did not receive a check. The Employee shall be paid eight (8) hours at the applicable shift rate for each day (Monday through Friday) until the Employee is made whole for all payroll and penalties owed. This section shall not apply to NSF checks due to bank errors. However, the Employer shall be held strictly accountable for any documented returned check charges incurred by the Employee, if the Employee notifies the Employer immediately of the NSF check.

**(b) LAYOFF OF WORKERS** In accordance with Article V, Section 5.21, the layoff of workers shall apply on a job basis only. Employers shall have the right to transfer Employees from job to job. Preference shall be given to Group 1. Such transfers must be acceptable to the Employee. Employees declining transfer shall be granted a RIF. Upon notification by the Employer, the Union will refer out another applicant.

**(c) NOTIFICATION OF LAYOFF AND TERMINATION** Workers shall be notified one-half ( $\frac{1}{2}$ ) hour before quitting time when they are being terminated and/or being laid off.

**(d) EMPLOYEE TERMINATION NOTICES** Contractors are required to complete an Employee Termination Notice on each Employee who permanently leaves their employ. Forms will be furnished by the Union. These forms are to be filled out in quadruplicate and copies distributed as follows: Original, Employee's copy; 1st copy, Local Union No. 46 office; 2nd copy, Local NECA office; 3rd copy, Employer's file. The exact reason for discharge must be noted on the form. Every effort will be made to provide the employee with their copy of the termination slip at the time of termination. If it is impractical to provide the Employee with their copy, the Employer will ensure that the Union's copy is faxed or emailed to the L.U. 46 Dispatch Office (or JATC for apprentices) at the time of termination. If the Union has not received their copy at the time of termination, the Union will call Puget Sound Chapter, NECA for immediate assistance to get the notice to the Union. Terminated Employees will not be referred to another job unless a Termination Notice is completed and distributed in accordance with this clause.

**(e) STATEMENT OF EARNINGS AND DEDUCTIONS** An itemized detachable statement on all earnings and deductions shall be attached to each paycheck.

**(f) PAYROLL CHECKS/ELECTRONIC FUNDS TRANSFER.** If the Employer does not have a bank within Washington State, then the Employer shall make arrangements for the Employee to cash the payroll check locally without any cost to the Employee. It is the policy of the Local Union and its members to encourage the utilization of direct deposit of payroll checks (also referred to as Electronic Funds Transfer) when offered by the Employers signatory to this Agreement. The Employer may direct deposit the payroll check into the Employee's account, but only with the Employee's prior written consent. The Employer may require EFT as a condition of employment as part of their dispatch request. However, because of this special condition, members will not receive a checkmark if they pass up the dispatch request.

### **Section 3.11 FOREMAN / GENERAL FOREMAN RATIO**



(a) On any job on which four (4) or more Journeymen are employed, a Foreman shall be designated. No Foreman shall have more than ten (10) Journeymen per crew. When the second Foreman is required, each Employer shall designate a General Foreman.

(b) General Foreman may act as the second Foreman and supervise up to ten (10) wiremen. When a third Foreman is required, General Foreman shall not work with the tools or supervise a crew.

(c) Nothing in this Section shall prohibit a General Foreman from expediting tools or materials, providing layout and supervision to Foremen and checking out electrical systems.

(d) On multiple shift jobs, a General Foreman may direct several shifts. However, he/she must be available to perform his/her duties. In no case shall a Foreman take on the responsibility of being a de facto General Foreman.

**Section 3.12 JOURNEYMAN TOOL REQUIREMENTS**

(a) The minimum amount of tools journey workers shall provide and carry in their toolbox or tool pouch shall be as follows:

- |  |   |
|--|---|
| Adjustable Wrench (not over 10")       | Torpedo Level*                                |
| Center Punch                           | Pencil*                                       |
| Two Pairs of Tongue and Groove Pliers* | Pliers* (Side Cutters and Diagonal Cutters)   |
| Cold Chisel                            | Screw Driver (not over 8" blade)*             |
| Current NEC Code Book                  | Set of Allen Wrenches (not over 3/8")         |
| Flashlight*                            | 25 Ft. Tape Measure*                          |
| Hacksaw Frame*                         | Test Lamp, Voltage Tester (Wiggen) or Amprobe |
| Hammer*                                | Tool Pouch or Tool Box                        |
| Keyhole Saw                            | Wire Strippers                                |
| Knife*                                 | Wood Chisel (small)                           |

\*All apprentices shall add to their tools as rapidly as possible until they have a complete set of tools. Marked tools shall be provided by the 1st period apprentice when employed.

(b) The Employer will provide replacement of tools for losses due to theft by break-in.

(c) **EMPLOYER TOOL REQUIREMENTS** The Employer "only" shall furnish the following list of tools when required: All power driven tools, portable electric drills, stock and dies, electric hammer, electric hacksaw, power actuated tools, any measuring instrument over thirty (30') feet long, axes (hand), acetylene torch, presto tank, benders, bars (crow and pinch), cable puller (come-along), cable pulling grips, chains (log and tong), chalk and chalk line, coffering hoist, cutters (rotary), hole saws, drills (twist and star), electric soldering set, files, fish tape or steel, flashlight batteries and bulbs, gads, gas furnaces, gas torch, goggles, hacksaw blades, hammers (sledge), hickies, jacks, keyhole reamers (over 1 1/4"), saws (hand), solder (pot and ladle), squares (carpenter), taps, vices, wood bits and bit extension, wrenches: Allen wrenches (over 3/8"), box end wrenches, crescent wrenches (over 10"), socket wrenches and sockets, tap wrenches, pipe wrenches, and any other

special tool requirement for any kind of unusual work, and other than standard rubber boots when required for work in wet locations. No Employee shall provide, or transport in their toolbox, any tools furnished by the Employer.

**Section 3.13**            **EMPLOYEES RESPONSIBILITY FOR EMPLOYERS' TOOLS**

Employees will be held responsible for tools and equipment issued them, providing the Employer furnished the necessary lockers, toolboxes, or other safe places for storage and adequate time for pickup. All tools shall be permanently marked where practical.

**Section 3.14**            **INSTALLATION OF MATERIAL REQUIREMENTS** Employees shall install all electrical work in a safe and workmanlike manner and in accordance with applicable electrical code and contract specifications.

**Section 3.15**            **SAFETY**

(a)            **LIVE CIRCUITS**        On changes or additions to energized circuits or equipment carrying four hundred forty (440) volts or over, as a safety measure, two or more Journeymen must work together, one standing by and all wearing State of Washington required Personal Protective Equipment (PPE) furnished by the Employer.

(b)            **SAFETY PROTECTION DEVICES**        Adequate safety or protection devices shall be supplied by the Employer on all hazardous work in accord with safety orders of the State of Washington, Department of Labor and Industries. They shall also observe instructions of the Employer in matters of safety, provided such instructions are not in conflict with safety orders of the State of Washington, Department of Labor and Industries, and recognized practices of the trade.

(c)            **EQUIPMENT**        When workers are required to work in areas where injurious gases, excessive dust, or noxious fumes are present in amounts necessitating the Employees to use a gas mask, respirator, or other appropriate equipment, as determined by state standards they shall be provided or the Employees shall not be required to work in the area.

(d)            **FIRST AID KITS**        The electrical contractor shall furnish a first aid kit(s) approved by the State of Washington, Department of Labor and Industries on each job and each truck as specified by State law.

**Section 3.16**            **WORKERS REPORT TIME**        When workers are ordered to report to the shop in the morning, they shall report at the start of their shift and when ordered to return to the shop, they shall report no later than quitting time as provided for elsewhere in this Agreement. No work shall be performed prior to the established starting time. Employees shall report on the job or shop ready to begin work at the designated place of the employer by starting time.

**Section 3.17**            **EARLY STARTING TIME**        Employees called for duty four (4) hours or more before the beginning of regular working hours shall be paid at one and one-half (1½)

times the regular shift rate for the first two hours immediately before the regularly scheduled shift and at double the regular shift rate for all other hours before the regular shift.

**Section 3.18**            **SHOW UP TIME**

(a)            Any Employee reporting for work and being laid off shall receive not less than one-half ( $\frac{1}{2}$ ) day's wages. An Employee absent the day the Employee is laid off shall not be entitled to show up pay. This does not apply to trouble jobs that may amount to an hour or less.

(b)            When workmen are directed to report to the job and are ordered not to start work due to weather conditions, lack of material or causes beyond their control, they shall receive not less than two (2) hour's pay.

**Section 3.19**            **HIGHTIME**    Whenever Employees are working at a distance greater than the fifty (50) foot level or higher from the ground or floor where scaffolding is not practical, they shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate of pay on straight time hours. Whenever Employees are working at a distance greater than an eighty (80) foot level or higher from the ground or floor where scaffolding is not practical, they shall be paid at double the regular hourly rate of pay on straight time hours. On overtime hours, they shall be paid the appropriate overtime rate plus an additional one (1) hour at the regular hourly rate of pay on straight time hours.

**Section 3.20**            **SUBSISTENCE/TRAVEL TIME/BUSSING/MILEAGE**

(a)            **SUBSISTENCE**    On all jobs requiring the Employee to remain away from home overnight, the Employer shall furnish reasonable meals lodging and other necessary expenses. ~~Forty-six (\$46)~~ **Fifty-Four (\$54)** dollars per day shall be the minimum stipend for meals.

(b)            **TRAVEL TIME PAY**    The Employer shall provide transportation and pay for actual travel time at the regular straight time rate of pay, but in no case to exceed eight (8) hours pay in any one (1) day.

(c)            **BUSSING**    When bussing is required to and from a project work site, the Employer shall designate an assembly point. Employees who are required to be bussed to and from the work site shall be paid wages and benefits at the straight time rate of pay for the time riding the bus to and from the assembly point.

(d)            **MILEAGE**    The Employer shall furnish transportation to all workers during actual working hours on all jobs, traveling from shop to job, job to job, and job to shop. When a worker is requested by the Employer to use the worker's private automobile, the Employer will reimburse the worker for the use of their automobile at the rate permitted by the IRS per mile traveled, plus all parking fees. However, this does not include any traffic violation tickets. A free travel zone shall exist for a thirty-five (35)-mile radius from the point of dispatch. Any special fees for transportation such as ferry fares, bridge tolls, and turnpike fees shall be paid by the Employer. The worker shall not be allowed to carry material or the Employer's tools at any time in their private automobile. No worker shall use their automobile in any manner detrimental to the best interest of other workers. Workers may use their own

automobiles for their personal transportation to and from the job, before and after working hours, as provided for elsewhere in this section.

(e) **TRANSPORTATION PREMIUM** Effective August 1, 2019, for any work performed South of Mercer Street, North of Royal Brougham and West of I-5 to Elliot Bay, there shall be a \$1.50 per hour premium for all classifications to compensate for additional transportation costs in the Downtown Seattle Core Area. Effective February 7, 2022, there shall be a \$2.00 per hour premium for this area.

Additionally, any work performed South of N. 40<sup>th</sup> Street, West of I-5, East of Highway 99 (Aurora) and North of Mercer Street shall include the \$1.50 per hour premium for all classifications. Effective February 7, 2022, there shall be a \$2.00 per hour premium for this area.

Effective February 7, 2022, for any work performed South of NE 12<sup>th</sup> Street, North of Main Street, West of 116<sup>th</sup> Avenue NE, and East of 100<sup>th</sup> Avenue NE, there shall be a \$2.00 per hour premium paid for all classifications to compensate for additional transportation costs in the Downtown Bellevue Core Area.

The premium listed in this section will not apply for employees working in the above designated areas where there is free and ample parking or when paid parking is provided.

**Section 3.21** **TRAVEL ZONES** The jurisdiction of Local Union 46 shall be divided into four (4) travel zones.

- ZONE 1** All of King County.
- ZONE 2** All of Kitsap County
- ZONE 3** All of Jefferson and Clallam Counties East of the intersections of Sol Duc-Hot Springs Rd and HWY 101, or W. Twin Rd and HWY 112.
- ZONE 4** All of Jefferson and Clallam Counties West of the intersections of Sol Duc-Hot Springs Rd and HWY 101, or W. Twin Rd and HWY 112.

Any Employer whose permanent place of business is located in one of these zones may use a thirty-five (35) mile radius from the dispatch point as free travel. Any Employee sent across a zone boundary and exceeding the thirty-five (35) mile radius shall receive one-half (1/2) the subsistence rate; across two (2) zone boundaries and exceeding the thirty-five (35) mile radius, they shall receive full subsistence pay. But if an Employer hires from the out-of-work list located in that same zone as the job the Employer will not be obligated to pay subsistence.

**EXCEPTION:** Workers dispatched from the Port Angeles hall to Zone 4 shall be paid subsistence unless they are resident of that zone, or are sent to a permanent contractor of that zone (Definition of resident or permanent contractor: they shall have been there at least ninety (90) days prior to start of job).

When workers are required to report directly to the job within the boundaries described above as the Travel Expense Zone, they shall report on the job not later than the regular starting time of the shift and shall not leave the job before the regular quitting time of the shift. In this case, the job shall be considered the same as the Employers' place of business or shop.

Workers dispatched or transferred from Zone 1 to Zone 2 will not receive subsistence. There will be no retaliation against any employee who refuses a dispatch or transfer from Zone 1 to Zone 2.

**Section 3.22**            **TRAVELING CONTRACTOR/PREFABRICATION**    An Employer whose permanent and established place of business is located outside the jurisdiction of Local Union 46, IBEW shall perform prefabrication of electrical materials, except standard catalog items, with workers employed under the terms of this Agreement. Standard catalog items do not include items made to the special specifications of the Employer or the customer.

**Section 3.23**            **CONDITIONS WHILE WORKING IN OTHER JURISDICTIONS**

(a)            When workers are sent out of the jurisdiction of Local Union No. 46, the Employer will be required to pay the workers the wage rate of the Local Union which has the highest rate of pay, pay their vacation pay in accordance with Section 4.07 and pay their Healthcare contribution to the Puget Sound Electrical Healthcare Trust Fund. But, in the event that the other Local Union has a Healthcare and pension program, all applicable reciprocity Agreements subscribed to by Local 46 shall apply. There shall be mandatory reciprocity of benefits as workers brought into the jurisdiction of Local 46 under manpower reciprocity Agreements, however, Local 46 wage and benefit packages shall apply. Should the worker be required to remain away from home overnight, the Employer shall furnish reasonable meals, lodging, and other necessary expenses. Forty-six dollars (\$46.00) per day shall be the minimum stipend for meals.

(b)            When the workers are sent out of the jurisdiction into the jurisdiction of another Local Union by the Employer during their regular working hours, the workers shall be reimbursed by the Employer for all transportation costs and paid for the actual time traveled, but in no case to exceed eight (8) hours in any one twenty-four (24) hour period. When traveling outside of the regular working hours the Employer will furnish or reimburse the workers for the actual transportation costs, sleeping facilities, and meals. The time for travel shall be designated by the Employer.

(c)            If the workers desire to use their own private automobiles, they shall be reimbursed by the Employer for use of same, equivalent to the rail, bus or water transportation fare. When the workers are requested by the Employer to use their (workers) private automobiles, the Employer will reimburse the workers for the use of said automobile at the rate approved by the IRS for miles traveled, plus all parking fees. However, this does not include any traffic violation tickets (NOTE: The miles traveled will be by the shortest route and the mileage will be paid on the actual miles shown on the various standard road maps).

**Section 3.24**            **GOVERNMENT INSTALLATIONS/CAR PASSES** If car passes are not made available to Employees, suitable transportation will be made available from the gate

nearest the job site and return. Reporting time at the gate will be starting time. Workers will be returned to the gate by quitting time.

**Section 3.25**        **EMPLOYMENT REQUIREMENT OF OLDER WORKERS**    For each five (5) electricians or for each four (4) electricians and one (1) apprentice employed, the Employer agrees to employ at least one (1) worker who is between fifty (50) and sixty-five (65) years of age. Workers age sixty (60) or older working on crews of six (6) or more with mutual consent may work a six (6) hour day.

**Section 3.26**        **WORK JURISDICTION**

(a)        Workers employed under the terms of this Agreement shall do all electrical construction, installation or erection work and all electrical maintenance thereon, including the final running test. This shall include the installation and maintenance of all electric lighting, heating and power equipment, electric unit ventilators, strip heaters, unit heaters, standby motor generators, electric heat pumps, under floor duct, luminous ceilings and loose electrical motors.

(b)        Such work shall also include the welding, burning, brazing, bending, drilling and shaping of all copper, angle iron and brackets to be used in connection with the installation and erection of electrical wiring and equipment. All work of chasing and channeling necessary to complete any electrical work, including the fabrication and installation of duct and manhole forms incidental to electrical installations, and the handling and moving of any electrical materials, equipment and apparatus shall be performed by workers employed under the terms of this Agreement.

(c)        The cutting and threading and forming of all conduit shall be performed by those individuals employed under this Agreement.

(d)        **LIGHT DUTY**

- 1)        The intent of this Section is to create a work classification known as Light Duty. The objective of the light duty classification is to establish wage and fringe benefit requirements while an individual has an open Workers Compensation claim and is under doctor's restrictions on the type and/or duration of work that can be performed by the injured worker. Light Duty, as allowed by Washington State Workers Compensation statutes, is offered at the option of the contractor.
- 2)        Any bargaining unit Employee working under the terms and conditions of this agreement on the date of injury shall retain their bargaining unit status. Bargaining unit Employees performing any Light Duty work, including, but not limited to, work defined in Section 3.26(a), (b), (c) and as approved by the injured worker's doctor, shall receive eighty-five percent (85%) of the straight time rate of pay for their classification at the time of injury at the contract rate in effect during the light duty status.

- 3) For all bargaining unit Employees working under the light duty classification, contractors will contribute all fringe benefit payments for individuals performing bargaining unit work under Section 3.26(a), (b), (c), at the contract rate in effect during the Light Duty status. For individuals performing non-bargaining unit work, contractors will contribute Healthcare payments at the contract rate in effect during the Light Duty status. No other fringe benefit payments are required for non-bargaining unit work. Contractors will remit these contributions with their monthly fringe benefit payments.

**Section 3.27**      **LABOR SAVING MACHINERY**      The Union agrees that there shall be no restriction on the use of labor-saving machinery or equipment on the job. However, any such machinery or equipment shall be operated by workers employed under the terms of this Agreement.

**Section 3.28**      **EXPLOSIVE ACTUATED TOOLS**      Explosive actuated tools are recognized as tools of the trade, and the Union will not, in any manner restrict their use, if they are used and/or operated in accordance with the State of Washington, Department of Labor and Industries Special Standards for the Operation of Explosive Actuated Tools. However, only workers who are willing and qualified shall be required to operate them. No Employee shall be discriminated against for their refusal to qualify.

**Section 3.29**      **SHELTERS - TOILET FACILITIES – WATER**      The Employer shall provide shelter for change of clothing, heat for drying same, where necessary, a clean, dry heated and ventilated facility with benches for eating lunch and proper toilet facilities and drinking water on all jobs as provided under City Ordinance and State Laws.

**Section 3.30**      **TUNNEL CONSTRUCTION**

(a) All workers employed under the terms and conditions of this Agreement working on new tunnel construction and working in the tunnel shall be paid the regular hourly wage plus ten percent (10%) for such work. However, this shall not apply to tunnels constructed by the open cut method.

(b) For workers working under air pressure, the following schedule or rate of wage shall apply:

<b><u>FROM:</u></b>	<b><u>TO:</u></b>	
1 LB	18 LBS	6 hours work for 8 hours pay plus 10% for tunnel work
18 LBS	26 LBS	4 hours work for 8 hours pay plus 10% for tunnel work
26 LBS	33 LBS	3 ½ hours work for 8 hours pay plus 10% for tunnel work
33 LBS	38 LBS	3 hours work for 8 hours pay plus 10% for tunnel work

**ARTICLE IV**

## FRINGE BENEFITS

**Section 4.01**      **NATIONAL ELECTRICAL BENEFIT FUND**. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of gross monthly labor payroll paid to, or accrued by the Employees in this bargaining unit and a complete payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

The failure of an individual Employer to comply with the applicable provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

**Section 4.01 (a)**      Delinquencies in NEBF remittance shall be handled as provided for in Section 4.08 of this Agreement.

### **Section 4.02**      **FRINGE BENEFIT BOND**

(a)      Employers shall be required to post a fringe benefit bond with the Administrative Agent of the Puget Sound Electrical Workers Trust Funds to insure the timely payment of delinquent contributions, liquidated damages, cost of suit, attorney fees payable to all fringe benefit funds, to which Employers are required to contribute by the terms of this Agreement, in accordance with the chart below.

		<u>Effective 1/1/2022</u>
1 to 10 workers	<del>\$10,000 bond</del>	<u>\$20,000 bond</u>
11 to 25 workers	<del>\$20,000 bond</del>	<u>\$40,000 bond</u>
26 to 50 workers	<del>\$50,000 bond</del>	<u>\$75,000 bond</u>
51 or more workers	<del>\$100,000 bond</del>	<u>\$150,000 bond</u>

The Parties agree to establish one bond, as specified above, to cover employees working under all construction agreements through a Letter of Understanding. Contractor bond levels will be reviewed on a quarterly basis by the Trust Funds' Third Party Administrator. An



Employer's total number of bargaining unit employees will dictate the appropriate bond level as specified above.

**(b)** The Union shall have the responsibility of monitoring the number of workers of an Employer to insure compliance with this provision.

**(c)** In the event an Employer fails at any time to secure, maintain, renew or otherwise keep in full force and effect a fringe benefit bond in accordance with the provisions of section 4.02(a), the Union and NECA shall immediately provide the Employer with a written notice in accordance with Section 4.08.

**Section 4.03**      **LOCAL HEALTHCARE**

**(a)** Each Employer party to this Agreement agrees to contribute the following for each hour worked by each Employee performing work covered by this Agreement to the Puget Sound Electrical Workers Healthcare Trust Fund, a jointly trustee welfare trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).

\$9.15 contribution per hour worked.

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

**(c)** Each Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Healthcare Trust Fund, effective January 1, 1976, and all amendments or revisions hereafter adopted, and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors.

**(d)** A jointly developed retiree health care plan for retirees between the ages of sixty-two (62) and sixty-five (65) will be established.

**Section 4.04 (a)**      **LOCAL UNION PENSION**      Each Employer party to this Agreement agrees to contribute the following amounts for each hour worked by each Employee performing work covered by this Agreement to the Puget Sound Electrical Workers Pension Trust Fund, a jointly trustee pension trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).

The Employer agrees to contribute eight dollars and thirty-eight cents (\$8.38) contribution per hour worked for Journeymen. The Employer agrees to contribute ten cents (\$.10) per hour worked for First and Second Period Apprentices. Effective February 4, 2019, 1st and 2nd period apprentices shall receive a contribution of twenty-five cents (\$.25) per hour worked into the Pension. All other apprentices in the six (6) period program shall be paid a percentage of the pension equal to the percentage applied in determining wages.

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

(c) Each Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust effective June 1, 1973, and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

**Section 4.05(a) PUGET SOUND ELECTRICAL WORKERS 401(k) SAVINGS PLAN – EMPLOYER CONTRIBUTIONS:**

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

The Employer agrees to contribute \$2.00 per hour worked for Journeymen. The Employer agrees to contribute ten-cents cents (\$.10) per hour worked for First and Second Period Apprentices. Effective February 4, 2019, 1st and 2nd period apprentices shall receive a contribution of twenty-five cents (\$.25) per hour worked into the 401K Plan. All other apprentices in the six (6) period program shall be paid a percentage of the 401(k) contribution equal to the percentage applied in determining wages.

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

**Section 4.06 PUGET SOUND ELECTRICAL WORKERS 401(k) SAVINGS PLAN WAGE AND SALARY DEFERRAL CONTRIBUTIONS:**

In addition to the amounts set forth in Section 3.08(g), each Employer agrees to contribute such sums, as may be elected to be paid by Employees working under this Agreement, to the Puget Sound Electrical Workers 401(k) Savings Plan Trust. The amounts paid shall be in accordance with the amounts periodically established and authorized by the Trust Fund for all Employees who elect such coverage. Eligible Employees who work under this Agreement and who elect to make contributions:

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

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

**Section 4.07**      **VACATION ALLOWANCE**

(a) All Employers subject to this Collective Bargaining Agreement shall withhold from the pay of each Employee, as a vacation allowance, an amount equal to six percent (6%) of gross pay nearest the one cent (\$.01) for each compensable hour worked under the terms of and conditions of this Collective Bargaining Agreement. The Vacation Allowance Plan shall be administered by the Trustees of the Puget Sound Electrical Workers Healthcare Trust Fund.

(b) Each Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Healthcare Trust Fund, effective January 1, 1976, and all amendments or revisions hereafter adopted, and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors.

(c) Vacation allowance shall be paid to all Employees who are directed by the individual Employer to work on jobs outside of the jurisdiction of Local Union 46, IBEW.

(d) Should an Employer direct an Employee to work in the jurisdiction of another Local Union having an established vacation allowance plan in its Collective Bargaining Agreement they shall not be required to contribute the vacation allowance, since the Employer will be required to contribute to a vacation allowance for that Employee in accordance with that particular Local Union's vacation allowance. If it is less than the Local Union No. 46 Agreement, the Employer shall pay the difference to Local Union 46, Vacation Plan, for said Employee's account.

(e) This vacation allowance shall be withheld from the Employee's weekly pay and shall be sent on a monthly transmittal to the designated depositor.

(f) It is understood that vacation shall be taken by the Employee at such time as mutually agreed upon between the Employer and the Employee. No Employee shall be denied the right to two (2) weeks vacation time off when the vacation allowance accumulated is less than two (2) weeks normal pay.

(g) Any Employee who is unable to take vacation at the time agreed upon as provided for above, either because of accident or sickness or because he or she is required by their Employer to work during that period shall be granted his or her vacation by the Employer as soon thereafter as is reasonably convenient. When the Employee is so required by the Employer to work during the vacation period as previously decided upon, the Employee shall be paid for work during that period at one and one-half (1½) times the regular rate of pay.

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

(i) Beginning March 15, 2018, the Employee's Vacation Allowance Plan accounts will be moved to the designated Credit Union chosen by the Healthcare/Vacation

Plan Trustees. Healthcare/Vacation Plan Trustees are hereby given authority to revise the current Vacation Plan procedures to better meet participant needs, while maintaining competitive Administrative Costs for operation of the Vacation Plan.

#### **Section 4.08 DEFAULT/DELINQUENCIES**

(a) In the event an Employer fails at any time to secure, maintain, renew or otherwise keep in full force and effect a fringe benefit bond in accordance with the provisions of Section 4.02(a), or fails to make a full remittance of any fringe benefit amounts due, or fails to remain current in agreed upon payment plans with the Trust for past indebtedness, the Trust Administrator shall confirm the fringe benefit bond default/fringe benefit contribution delinquency. If the default/delinquency is not corrected within ten (10) days of becoming due, actions shall be taken as indicated in the remainder of Section 4.08. The term “delinquent” in the following paragraphs shall indicate contractors either in default or delinquent.

An Employer is also considered to remain delinquent until all benefits, interest, and penalties assessed to the delinquent Employer are satisfied.

(b) The Puget Sound Chapter, NECA and IBEW, Local 46 shall send a joint letter to the delinquent Employer notifying the Employer that the Union and the Apprenticeship Office shall remove all Employees covered by this Agreement from the employ of a delinquent Employer within seventy-two (72) hours of receipt of said letter. Such removal of Employees and cessation of work by the Employees of any such delinquent Employer shall continue until the Administrator of the Trust Funds involved confirms that the appropriate bond has been obtained and/or that no amounts remain owing to the Fund by the delinquent Employer.

(c) Delinquent Employers shall remain signatory to this Agreement and shall not be able to utilize the Union referral procedure nor request dispatch of Apprentices from the JATC to obtain applicants for work. Article V, Section 5.06 shall not apply until the Administrator of the Trust Funds involved confirms that the appropriate bond has been obtained and/or that no amounts remain owing to the Fund by the delinquent Employer. In the event any Employee loses any wages or fringe benefits because of the withholding of labor, such lost wages and fringe benefits shall be regarded as time worked and the delinquent Employer shall pay lost wages and benefits required under the terms of this Agreement for the entire period of time during which labor has been withheld.

(d) Signatory Employers and/or NECA shall not challenge the unemployment benefits of Employees removed from the delinquent Employer according to this section, as long as the Employee is properly registered on the Union out-of-work list and has not been compensated for lost wages and benefits by the delinquent Employer.

(e) All Employees removed from the delinquent Employer, if on the out of work list, shall be reinstated with the delinquent Employer when the appropriate bond has been obtained and/or no amounts remain owing to the Fund by the delinquent Employer. If other Employers assume the project(s) of the delinquent Employer, all previously removed Employees, upon request of the new Employer, may be placed with the new Employer(s).

(f) In the event that the Employer fails to remit fringe benefit contributions as required, any amounts subsequently paid to or collected by the Trust Funds shall be first applied to delinquent Employee variable annuity contributions and vacation deduction, with any remaining contributions applied to remaining contributions on a pro rata basis.

(g) In no event, however, shall the Trustees be obligated to pursue the collection of delinquent contributions through the grievance-arbitration procedures provided in this Labor Agreement.

## **ARTICLE V**

### **REFERRAL AND LAYOFF PROCEDURE**

**Section 5.01** In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the Employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**Section 5.02** The Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 5.03** The Employer shall have the right to reject any applicant for employment.

**Section 5.04** The Union shall select and refer applicants for employment without discrimination against such applicant by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligations of Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.

**Section 5.05** The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which they qualify.

### **JOURNEYMAN WIREMAN JOURNEYMAN TECHNICIAN**

**GROUP I** All applicants for employment who have four (4) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, **and** who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the Collective Bargaining Agreement.

Group I status shall be limited to one (1) local Union at one (1) time. An applicant who qualifies for Group I in a local Union shall be so registered electronically and remain on

Group I in that local Union unless and until the applicant designates another local Union as his or her Group I local Union. If an applicant qualifies for Group I status in a local Union other than his or her home local Union and designates that local as his or her Group I local Union, the business manager of the new Group I status local Union shall by electronic means notify the business manager of the applicant's former Group I status local Union.

**GROUP II** All applicants for employment who have four (4) or more years' experience in the trade and who have passed a Journeyman Wireman examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

**GROUP III** All applicants for employment who have two (2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, **and** who have been employed for at least six (6) months in the last three (3) years in the geographical area covered by the Collective Bargaining Agreement.

**GROUP IV** All applicants for employment who have worked at the trade for more than one year.

**Section 5.06** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and Holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "Temporary Employees".

**Section 5.07** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "Temporary Employees" and shall replace such "Temporary Employees" as soon as registered applicants for employment are available under the Referral Procedure.

**Section 5.08** "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured: KITSAP, JEFFERSON, CLALLAM, AND KING COUNTIES OF THE STATE OF WASHINGTON.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

**Section 5.09** "Resident" means a person who has maintained their permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as their permanent home.

**Section 5.10** An "examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of

time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if the individual has four (4) years' experience in the trade.

**Section 5.11** The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**Section 5.12** An applicant who has registered on the "Out of Work List" must renew their application every thirty (30) days or their name will be removed from the "List".

**Section 5.13** An applicant who is hired and who receives, through no fault of his own, work of ten (10) business days or less, excluding holidays, shall upon re-registration, be restored to his appropriate place within his Group.

**Section 5.14(a)** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I, in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant rejected by the Employer shall be returned to his or her appropriate place within this GROUP and shall be referred to other employment in accordance with the position of this GROUP and his or her place within this GROUP. The Employer may request on the dispatch request form that the applicant call the designated Employer Representative prior to leaving the Union Hall. If the Employer designated representative does not answer the phone call, the applicant may report to the job or shop.

**Section 5.14 (b)** An applicant who is discharged for cause two (2) times within a twelve (12)-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three (3) business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four (4) weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

**Section 5.14 (c)** The Appeals Committee shall meet with the discharged employee prior to referral to the neutral member for a determination. The Parties may review the decision of the neutral party and collectively overrule the decision of the neutral party.

**Section 5.15** The only exceptions which shall be allowed in this order of referral are as follows:

(a) When the Employer states bona fide requirement for special skills and abilities in a request for applicants the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

**(b)** The age ratio clause in the Agreement calls for the employment of an additional Employee or Employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided however, that all names in higher priority Groups, if any, shall first be exhausted before such coverage reference can be made.

**(c)** When a contractor assumes a project from another contractor, or purchases another contractor and assumes their work and/or service agreements, the Business Manager may dispatch the current employees to the new contractor immediately.

**Section 5.16** An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**Section 5.17** It shall be the function of the Appeals Committee to consider any complaint of any Employee or applicant for employment arising out of the administration by the Local Union of Sections 5.04 through 5.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of this business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

**Section 5.18** A representative of the Employer, or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

**Section 5.19** A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

**Section 5.20** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**Section 5.21** When making reductions in the number of Employees due to lack of work, Employers shall use the following procedure:

**(a)** Temporary Employees, if any are employed, shall be laid off first. Then Employees in GROUP IV shall be laid off next, if any are employed in this GROUP. Next to be laid off are Employees in GROUP III, if any are employed in this GROUP, then those in GROUP II, and then those in GROUP I.

**(b)** Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 5.15(a) is required and when special provisions are made under organizing.

**(c)** Supervisory Employees covered by the terms of this Agreement will be excluded from lay off as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate GROUP in paragraph (a) above.



(d) Call Back. The Employer has the right to call Employees back within forty-five (45) days of date of termination, not including the date of termination, with that specific Employer, provided the called back Employee is on the out of work list and provided all other eligible applicants in higher seniority referral groups have first had an opportunity to be referred. This Section shall not apply to short calls.

## **ARTICLE VI**

### **NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE**

**Section 6.01** The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following: (same as before from here on)

- (1) to improve communications between representatives of labor and management;
- (2) to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**Section 6.02** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall

be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

**Section 6.03** Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in the form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Puget Sound Chapter, NECA, or its designees, shall be the collection agent for this fund.

**Section 6.04** If an Employer fails to make the required contribution to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

**Section 6.05**        **LMCC**

(a) In accordance with Article VI, Section 6.01 (6) of this Agreement, the parties agree to participate in a Local 46/Puget Sound Chapter, NECA Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9).

(b) Each employer shall contribute five cents (\$.05) per hour worked. Each employer shall contribute ten cents (\$.10) per hour worked beginning 02/04/13. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Puget Sound Chapter, NECA, or its designee, shall be the collection agent for this Fund. Procedure for collection of delinquent contributions shall be the same as in Section 6.04 of this Agreement.

**ARTICLE VII**  
**APPRENTICESHIP AND TRAINING**

**Section 7.01** There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either six (6) or eight (8) members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either three [3] or four [4]) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local Union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed

the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

**Section 7.02** All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3)-year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

**Section 7.03** Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Parties to this Agreement for resolution as outlined in Article I of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**Section 7.04** There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this Agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

**Section 7.05** The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the training director, the JATC should review the Training Director's Job Description provided by the NJATC. All Employees of the JATC shall serve at the pleasure and discretion of the JATC.

**Section 7.06** To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local Union referral office shall be notified, in writing, of all job training assignments. If the Employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

**Section 7.07** All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship

shall not be considered for local Union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**Section 7.08** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeyman Wiremen normally employed in the jurisdiction, unless they are authorized and instructed to increase the number by the parties to the local IBEW/NECA collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

**Section 7.09** Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

**Section 7.10** To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the Employer agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices, and that they are not to work on wage-and-hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

**Section 7.11** The Employer shall contribute to the local healthcare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this Agreement.

**Section 7.12(a)** There shall be a minimum of six (6) periods of apprenticeship. The first two (2) periods, consisting of one thousand (1,000) OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary

period. Successive periods will require the minimum hours of OJT and satisfactory progress in the classroom training. The six (6) periods are as follows.

<u>PERIOD</u>	<u>OJT HOURS</u>	<u>RELATED TRAINING</u>
1	0-1000	Satisfactory progress
2	1000-2000	Satisfactory progress by the JATC
3	2000-3500	Satisfactory progress by the JATC
4	3500-5000	Satisfactory progress by the JATC
5	5000-6500	Satisfactory progress by the JATC
6	6500-8000	Satisfactory progress by the JATC

**Section 7.12(b)** An individual Employer shall employ only apprentices secured from the Committee. The Committee will determine whether or not any individual Employer is entitled to an apprentice, as well as the total number of apprentices to be assigned to that Employer. The Committee shall allow each qualified Employer a ratio of one (1) first year apprentice to one apprentice to three journeymen in any shop as shown below:

Number of Journey Wiremen	Maximum Number of Apprentices / Unindentured
1 – 3	2
4 – 6	4
Etc.	Etc.

If 1st year or unindentured are not available and upper level are, they can be used in lieu of the 1st year or unindentured to complete the allowable apprentices and vice-versa. The first person on a job shall be a Journeyman Wireman. The Employer is allowed a ratio of one (1) apprentice to one (1) journeyman per job site.

A job site is considered to be the physical location where Employees report for their work assignments. The Employer’s shop (service center) is considered to be a separate, single job site.

All other physical locations where workers report for work are each considered to be a single, separate job site.

A first year apprentice, as used above, may be an indentured apprentice in his/her probationary period or an unindentured Employee from the pool of qualified applicants.

Unindentureds shall be replaced by first year indentured apprentices when they are available for assignment.

First year apprentices may perform all tasks assigned by a General Foreman, Foreman, and/or Journeyman; however, they shall not work on or near live voltage circuits or systems.

If unable to furnish a first year indentured apprentice in accordance with the allowable ratio, the JATC shall assign the next available individual who was interviewed but not selected from the pool of applicants. If such a list does not exist, an individual applicant who has met all basic requirements for apprenticeship shall be assigned to the Employer. The rate of pay for all such Employees shall be at the first period apprentice rate.

If the supply of apprentices (3rd through 6th period) is exhausted, the first or second period indentured apprentices may be used on a temporary basis to fulfill the apprentice ratio until successive period apprentices become available to replace them.

**Section 7.13** An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative.

Work may be laid out by the Employer's designated supervisor or Journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

The Journeyman Wireman shall have a minimum of one (1) course each year of theory, any recognized NJATC Journeyman Wireman course, First Aid course, or hands-on training offered by Local Union No. 46, Puget Sound Chapter, NECA, the JATC, or consistent with Washington State Law.

A certificate of completion is to be issued to the Journeyman Wireman upon successful completion of a course. Journeyman Wiremen who perform cable splicing and are not currently certified shall enroll with the JATC as soon as possible to obtain certification.

Apprentices, who have satisfactorily completed the first four (4) years of related classroom training using the NJATC curriculum and accumulated a minimum of seven thousand (7,000) hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

**Section 7.14** Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

**Section 7.15** The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 3.02 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All

funds shall be handled and disbursed in accordance with the Trust Agreement.

**Section 7.16** All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is eighty-three (\$0.83) cents ~~sixty-eight cents (\$0.68)~~ per hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **ARTICLE VIII**

### **LOCAL AREA CONDITIONS**

**Section 8.01** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW Local Union and NECA Chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local Union and chapter to meet the requirements of those laws and regulations.

The parties agree that there will be no grievances filed under Section 8.01.

**Section 8.02** The Parties agree to utilize the Portland Electrical Industry Drug Free Workplace Program and be bound by the policy and procedures of that Plan. All costs of the Plan will be borne by the Employers.

The parties agree to explore and make recommendations regarding potential replacement of, or amendment to, the Portland Electrical Industry Drug Free Workplace Program. A special committee, with equal numbers representing NECA and IBEW, will begin meeting on or before October 31<sup>st</sup>, 2021. If no new agreement or changes to the existing program are reached by 6/30/2022, the existing Drug Free Workplace Program will continue without interruption or changes. By mutual agreement, the special committee may continue to meet after 6/30/2022.

### **SEPARABILITY CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions 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 which are in conformity with the applicable laws.

EFFECTIVE DATE: This Agreement shall become effective as of the 1st day of June, 2021.

IN WITNESS THEREOF: The aforementioned have executed this consolidated, permanent, continuing, Collective Bargaining Agreement dated June 1, 2021.

THIS AGREEMENT IS AGREED TO AND SIGNED ON \_\_\_\_\_, 2021.

PUGET SOUND CHAPTER,  
NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
LOCAL UNION NO. 46

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Barry W. Sherman,  
Executive Director

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Sean Bagsby, Business Manager  
and Financial Secretary