

PUGET SOUND CHAPTER, NECA AND IBEW LOCAL 46
ADDENDUM TO
NECA/IBEW 9TH DISTRICT SOUND AND COMMUNICATION AGREEMENT
EFFECTIVE DATE: February 1, 2021 to March 31, 2024

This Addendum, by and between Puget Sound Chapter, NECA and IBEW Local 46, provides modifications to the IBEW 9th District Sound and Communication Agreement in the Counties of King, Kitsap, Jefferson and Clallam in the State of Washington.

SCOPE

The work covered under this Agreement shall include all work permitted by the State of Washington under Chapter 19.28 RCW for classifications 06 and 09 (excluding cable tray outside of phone closets and any line voltage rated raceway systems) that is permitted by state law under 06 and 09 classifications in effect on January 1, 2013. The parties agree that should state law change its scope (definition) of 06 and/or 09 during the term of this Agreement, either party may request a meeting to address said change(s). If, within fourteen (14) days of first notification of a desire to change or amend the scope as changed by state law, the parties do not reach an agreement, the parties agree to forward the issue(s) to the 9th District Sound and Communications Scope Committee for a binding resolution. Contractors working under this Agreement may install twenty (20) feet of conduit for any/each stub up requirement on any project.

ARTICLE I
EFFECTIVE DATE-CHANGES-GRIEVANCES-DISPUTES

Section 1.01 TERM OF AGREEMENT

This Agreement shall take effect February 1, 2021 and shall remain in effect until March 31, 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from April 1st through March 31st of each year unless changed or terminated in the way later provided therein.

Section 1.02 CHANGES, TERMINATION & ARBITRATION

- (a) Either party desiring to change or terminate this Agreement must notify the other in writing at least ninety (90) days prior to the anniversary date.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.
- (c) The existing provisions of the Agreement 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 has given a timely notice of proposed changes and an agreement has not been reached by the anniversary date to renew, modify or extend this Agreement or to submit the unresolved issues to arbitration, either party 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 parties may jointly submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council decision shall be final and binding all parties hereto.

- (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 1.06 GRIEVANCE PROCEDURE

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):

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) business 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) Technicians selected by the Union who are not part of the staff and three (3) Sound and Communication 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) business 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) business 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.

Any complaint, dispute or grievance not filed in writing by the complaining party within twenty (20) calendar days of the alleged complaint, dispute or grievance shall be waived.

Section 1.07 LABOR MANAGEMENT COMMITTEE

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 it's membership and it shall be counted as though all were present and voting.

The Labor-Management Committee shall meet within five (5) working days when notice is given by any member thereof that an unresolved dispute within the jurisdiction of the Committee exists.

Section 1:09 STATUS QUO

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 1.10 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, or federal laws.

ARTICLE II EMPLOYER RIGHTS – UNION RIGHTS

Section 2.02 MANAGEMENT RIGHTS

- (a) 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 invoke the 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.
- (b) 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.

Section 2.04 REPRESENTATION CLAUSE

The Employer recognizes the Union as the sole collective bargaining agency between itself and the Employees covered under the scope of this Agreement.

Section 2.08 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. Under no circumstances shall an Employer dismiss or otherwise discriminate against an Employee and/or 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 termination/discharge for cause. In case of discharge of a Steward for cause, the Employer shall immediately notify the Union office. In no event shall the Employer discriminate against a Steward in the matter of overtime, layoffs, or rehires.

Section 2.12 UNION SECURITY CLAUSE

- (a) 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 2.16 FAVORED NATIONS CLAUSE

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employers and NECA of any such concession.

- (a) As agreed by the parties to this Agreement, any special terms, conditions or amendments provided for a specific marketing or organizing need may be implemented in accordance with established procedures negotiated between the Employer and the Union not in conflict with IBEW policies. To the extent feasible within time constraints, such terms, conditions or amendments shall be made available to all signatory Employers with an interest or involvement in the specific job in question as defined above. In no event shall terms, conditions or amendments, referred to herein, constitute an action subject to or invoking the Favored Nations Clause in the Agreement.

**ARTICLE III
HOURS –WAGES - WORKING CONDITIONS**

Section 3.01 HOURS OF WORK

Eight (8) consecutive hours work between the hours of 6:00 AM and 6:00 PM (excluding an unpaid meal period of not less than one-half (1/2) hour) shall constitute a workday. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the work week.

- (a) **4 X 10'S** The employer may implement a Four Tens (4 x 10's) shift at the straight time rate of pay within the following guidelines: The shift must occur between the hours of 6:00 AM and 6:00 PM, Monday through Friday; and days must be consecutive. The rate shall be one and one-half (1 1/2) times the applicable rate of pay for the first eight (8) hours of the fifth (5th) day.

A four-ten (4x10) work week may be worked on a swing or graveyard shift at the applicable shift rate of pay. A five-eight's (5-8's) work week may be changed for one week to a four-ten's (4-10's) schedule.

- (b) **OVERTIME** All work performed outside of the regularly scheduled working hours shall be considered overtime. During the regular workweek the first two (2) hours of overtime worked 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 straight time rate of pay. All work performed outside of these hours shall be paid at double the straight time rate of pay. Work performed on Sundays or days observed as holidays shall be paid for at double the straight-time rate, with a minimum of two (2) hours pay.
- (c) **CALL OUT** All Employees shall be paid a minimum of two (2) hours each time they are called out for emergency repair work. Such Employees shall be paid for all time worked, commencing from the time they leave their homes until they return home, at one and one half (1½) times the straight time rate for the first two (2) hours; all time thereafter at two (2) times the straight time rate.
- (d) **WORKERS ON A JOB SITE OFFERED OVERTIME FIRST** Every reasonable effort will be made to offer overtime to workers on the job site.
- (e) **HOLIDAYS** All work performed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day shall be paid at double the straight time rate of pay. When a holiday falls on Sunday, the following Monday shall be observed; when a holiday falls on a Saturday, the preceding Friday shall be observed 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. Martin Luther King Jr.'s birthday will be added as a Holiday when the day is adopted by the King County Building Trades as a holiday.
- (f) **OCCUPIED PREMISE.** When working on an occupied remodel and renovation job, and when mutually agreed by the employee and employer, a shift of one (1) or more days duration may be worked. The shift must occur Monday through Friday. Between the hours of 6:00 PM and 6:00 AM, employees shall be paid straight time rate of pay plus 10%. Appropriate overtime shall be paid after eight (8) hours work.

Section 3.03 PAYMENT OF WAGES

- (a) Any worker who is discharged or quits may have his/her paycheck mailed by the next regular pay period or paid the same day. This is at the option of the Employer. A NSF check shall be treated as if the Employee did not receive a check. The Employee shall be paid eight (8) hours at the straight time rate (Monday through Friday) until the Employee is made whole for all wages owed. The Employee will also be reimbursed for any bank charges caused by the NSF check. If an Employee receives a reduction in force (RIF) his/her paycheck shall be mailed by the next regular pay period or the Employee may pick up the check at the Employer's main office at the end of the next business day at the Employee's option. Wages and other expenses shall be paid weekly on Friday.
- (b) Not more than five (5) days' wages may be withheld at any one time by the Employer. The Employer shall have the option of either mailing the paycheck or giving it to the Employee on Friday or by electronic transfer if the employee has a checking account. Checks mailed or electronically transferred and not received by Friday shall carry a \$100 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 Employee retains the envelope with the postage date stamp. Whether or not 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, the employee must notify his/her Supervisor by 10:00 am Monday that the paycheck had not been received. The company shall deliver a replacement check to the job site by the end of the day shift or be subject to a \$100 penalty. 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.

- (c) Workers shall be notified one-half (1/2) hour before quitting time when they are 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.

Section 3.04 SHIFT WORK

When so elected by the contractor, on all new (or major remodel) electrical construction jobsites, 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 3.01.
- (b) The Second Shift (swing shift) shall consist of eight (8) consecutive hours worked following the first shift and shall be paid at the straight time 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 straight time 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 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 (2) 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 (1½) 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.
- (h) An Employer may establish a swing shift without a day shift, a graveyard shift without a day shift or swing shift.
- (i) 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 3.07 TOTAL WAGES/FRINGES PACKAGE INCREASES

The following wage/fringe increases are approved. Distribution of future increases, not already assigned and indicated herein or in Section 3.08(b) through (f) below, will be determined by the Union and published prior to the effective date of the increase.

TOTAL WAGE/FRINGE PACKAGE

<u>Effective Date</u>	<u>\$12.00 Total Package Increase</u>
February 22, 2021	\$1.75/hr
August 2, 2021	\$1.75/hr
February 7, 2022	\$2.00/hr
August 1, 2022	\$1.00/hr
February 6, 2023	\$2.00/hr
August 7, 2023	\$1.25/hr
February 5, 2024	\$2.25/hr

06 JOURNEY TECHNICIAN WAGE RATE

February 22, 2021	\$40.16/hr
August 2, 2021	TBD
February 7, 2022	TBD
August 1, 2022	TBD
February 6, 2023	TBD
August 7, 2023	TBD
February 5, 2024	TBD

The above wage increases shall apply to Journey Technicians having obtained and maintained the Washington State EL06 certification. All other Journey Technicians shall receive Wages, Pension and 401(k) at 90% of the EL06 Journey Technician rate. No Technician shall receive a reduction in pay.

INSTALLER RATES EFFECTIVE FEBRUARY 22, 2021

<u>INSTALLER</u>	<u>HOURLY RATE OR PERCENTAGE OF 06 TECHNICIAN</u>	<u>TOTAL HOURS</u>
Level 1	The greater of \$17.00/hour or 35%	0 to 2000
Level 2	The greater of \$19.00/hour or 45%	2001 to 3000
Level 3	The greater of \$21.00/hour or 55%	3001 or more

(c) **JATC**

<u>Effective Date</u>	<u>Hourly Rate</u>
February 1, 2021	\$.55
February 7, 2022	\$.58
February 6, 2023	\$.61
February 5, 2024	\$.64

(d) **PUGET SOUND ELECTRICAL WORKERS PENSION**

<u>Effective Date</u>	<u>Hourly Rate</u>
February 22, 2021	\$4.30/hr
August 2, 2021	TBD
February 7, 2022	TBD
August 1, 2022	TBD
February 6, 2023	TBD
August 7, 2023	TBD
February 5, 2024	TBD

(e) **PUGET SOUND ELECTRICAL WORKERS 401(K) SAVINGS PLAN – EMPLOYER CONTRIBUTIONS**

<u>Effective Date</u>	<u>Hourly Rate</u>
February 22, 2021	\$3.10/hr
August 2, 2021	TBD
February 7, 2022	TBD
August 1, 2022	TBD
February 6, 2023	TBD
August 7, 2023	TBD
February 5, 2024	TBD

(f) **VACATION ALLOWANCE** 6% holdback as per Section 5.03 (f)

(g) **PUGET SOUND ELECTRICAL WORKERS 401(K) SAVINGS PLAN WAGE AND SALARY DEFERRAL CONTRIBUTIONS.** See Section 5.03 (e).

Employers may voluntarily agree to a C.O.P.E. deduction amount, if authorized in writing by the Employee.

Section 3.09 CLASSIFICATIONS

(a) **JOURNEY TECHNICIAN**

The term "Journey Technician" shall apply to individuals who are able to install all materials and equipment related to the trade, and who are proficient in the performance of terminations, testing and documentation, and capable of properly managing Apprentices, ordering, and properly caring for materials, tools and equipment.

(b) **APPRENTICE**

The term "Apprentice" shall apply to individuals registered in a NECA/IBEW JATC Sound & Communication program.

(c) INSTALLER

The term "Installer" shall apply to individuals not classified as Journey Technician or Apprentice. Work shall be limited to installation of apparatus, cable or wires external to the control panel and related to any work covered by this Agreement. The Installer shall be supervised by a Journey Technician. Installers shall not be assigned by the Employer as the Immediate Supervisor of a Registered Apprentice.

Installers may advance to Journey Technician when they meet all of the following requirements:

1. Three (3) years and 6,000 hours in the industry covered by this Agreement.
2. Successfully pass the 9th District Sound & Communication Technician Exam which will be administered by PSEJATC. "Successfully Pass" is defined as passing five (5) of the six (6) tests (including the two (2) Mandatory subjects). PSEJATC shall provide all test results for this exam to IBEW Local 46 and Puget Sound Chapter, NECA.

(d) FOREMAN

The term "Foreman" shall apply to individuals who are able to perform all duties of the Journey Technician and who have Foreman status. Foremen are required to hold a current First Aid Card and will be encouraged to take Foreman's Training. Foremen Technicians shall receive a minimum of 10% above the Journey Technician base rate pay. On any job where seven (7) or more Journey Technicians are employed, a Foreman shall be designated. No Foreman shall have more than twelve (12) Journey Technicians per crew.

(e) CERTIFICATION REQUIREMENTS

Effective September 2, 2013 all Employees in all classifications covered by this Agreement shall have in their possession, at all times, one of the following:

- (1) A valid, current, EL01 General Electrical Certificate issued by the Washington State Department of Labor and Industries; or
- (2) A valid, current, EL06 Limited Energy Certificate issued by the Washington State Department of Labor and Industries; or
- (3) A valid, current, Trainee Certificate issued by the Washington State Department of Labor and Industries.

Section 3.10 FOREMAN/JOURNEY TECHNICIAN BY NAME CALL

Individuals requested by name and referred by the Union as Foreman shall be paid ten percent (10%) above Journey Technician rate of pay for a period of ninety (90) days unless terminated sooner, except as provided in Section 3.10(a).

- (a) The Employer may call one (1) Journey Technician by name out of every two (2) Journey Technicians hired through the referral procedure, provided the Journey Technician is on the out of work list. The parties agree there will be no reprisals to the individual who refuses a call by name. When unemployment reaches 15% (as agreed by NECA/IBEW) of the Journey Technicians eligible to sign Journey Technician Book 1, for work covered under this Agreement, this provision shall be suspended.

Section 3.11 EMPLOYEE TOOL LIST

The minimum amount of tools an employee shall provide and have available at the work site shall be as follows:

Tool Belt or bag*	Allen Wrench Set	Nut Driver Set
Flashlight*	Wire Strippers*	Knife*
V.O.M.	Tri-tap Tool	Diagonals*)
Electrician scissors	RJ 45 Crimping Tool	Punch Down
Hammer*	Linesman Pliers	Vice Grips
Level*	Square Driver Set*	Needle Nose*
Measuring Tape*	Key Hole Saw*	Hack Saw Frame*
I & R Tone Tester	8" Crescent Wrench*	Assorted Screw Drivers* (non-mechanical)

All other tools and equipment shall be provided by the employer including blades, batteries and Portable Eye Wash Kits, when necessary.

*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. All other tools shall be furnished within six (6) months.

- (a) The Employer will provide replacement of Employee's tools for losses due to theft, break in, and/or vandalism when the Employer provides a locked toolbox or Employer vehicle and the Employee locks his/her tools in the Employer's toolbox or Employer's vehicle. All tools and equipment cannot be stored in the cab of company vehicles, provided the vehicle has a safe, suitable, and locked storage space in the vehicle.

Section 3.12 EMPLOYER TOOLS

- (a) Employees shall be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnishes a safe and suitable place. All tools and equipment cannot be stored in the cab of company vehicles, provided the vehicle has a safe, suitable, and locked storage space in the vehicle.
- (b) Employees under this Agreement shall not be required to furnish power or special tools or test equipment. Employees shall not use the Employer's property such as tools, parts, test equipment and transportation for other than the Employer's business.

Section 3.13 UNIFORMS

If uniforms are required, they shall be paid for by the Employer and laundered by the Employee. Special cleaning, if needed, shall be paid for by the Employer. The uniforms are provided to the Employee and shall not impact any deductions or withholding of money on the Employee's check.

Section 3.14 TRAVEL

- (a) **PRIVATE VEHICLE USE:** When an Employee is requested by the Employer to use his/her own private automobile in the course of work, it shall not be a condition of employment and the Employer will reimburse the Employee for the use of said automobile at the actual IRS rate per mile traveled. Adequate liability coverage over and above that required by Washington State law for the protection of the Employee and their automobile shall be provided by the Employer. If an Employee reports directly to the job at the start of the day and leaves directly from the job at quitting time, then this time and mileage shall be free time within a thirty-five (35) mile radius from the point of dispatch.

(b) **TRAVEL EXPENSES:** The Employer agrees to reimburse each Employee for authorized actual expenses incurred in connection with the Employer's work. Such incidental expenses to include room and board if assigned to out of town duties, and the Employer requires the Employee to stay overnight. Technicians assigned to out of town assignments of more than twenty-four (24) hours duration, shall be guaranteed at least eight (8) hours pay in each twenty-four (24) hour period.

(c) **TRAVEL TIME:** If an Employee is ordered to report to a job outside of the thirty-five (35) mile free zone, all driving/flying travel time beyond the radius of thirty-five (35) miles from the point of dispatch shall be at the straight time rate of pay. If a personal vehicle is required, mileage shall be paid at the current IRS rate for travel outside the thirty-five (35) mile radius. This section shall reference three (3) Points of Dispatch (POD). Each point shall have a thirty-five (35) mile radius free travel zone. One POD is Puget Sound Electrical JATC; one POD is the IBEW Local 46 Silverdale Office located at 11871 Silverdale Way N.W. Suite 111, Silverdale, WA 98383; and the third POD is the IBEW Local 46 Port Angeles office located at 721 E. First St. Port Angeles, WA 98362. Dispatch requests must state which location shall be referenced for each Employee dispatched.

(d) **CONDITIONS WHILE WORKING IN OTHER JURISDICTIONS:**

1. When Employees are sent out of the jurisdiction, the Employer will be required to pay the Employees the wage rate of the Local Union which has the highest rate of pay. Any IBEW signatory traveling contractor working in IBEW Local 46 shall pay all wages and all fringe benefits as listed in the Addendum between IBEW Local 46 and the Puget Sound Chapter, NECA. All fringe benefits of traveling contractors shall be paid to the Administrator utilized by IBEW Local 46 and the Puget Sound Chapter, NECA. All applicable reciprocity agreements subscribed by the parties shall apply.
2. 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.
3. 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).

(e) **TRANSPORTATION PREMIUM:**

Effective February 7, 2022, for any work performed South of Mercer Street, North of Royal Brougham and West of 1-5 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.

Additionally, any work performed South of N. 40th Street, West of 1-5, East of Highway 99 (Aurora) and North of Mercer Street shall include the \$1.50 per hour premium for all classifications.

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 3.15 TUNNEL CONSTRUCTION

Workers working during active tunnel boring operations shall be paid 10% over their current rate. This shall also apply for workers working under all pressure, in addition to the following schedule for rate of pay:

From 1 LB to 18 LB	6 hours work for 8 hours pay
From 19 LB to 26 LB	4 hours work for 8 hours pay
From 27 LB to 33 LB	3 ½ hours work for 8 hours pay
From 34 LB to 38 LB	3 hours work for 8 hours pay

Section 3.16 SHOW UP TIME

- (a) When Employees are directed to report to the job and are ordered not to start work due to weather conditions, lack of materials or causes beyond their control, they shall receive not less than two (2) hours' pay at the straight time rate of pay.
- (b) Any Employee reporting for work and being laid off shall receive not less than one-half (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.

Section 3.17 WORKER ACCOMMODATIONS

The Employer shall comply with all City Ordinances and State Laws regarding break and meal periods, potable water, and toilet facilities. For Jobsites employing 8 or more bargaining unit members, the Employer shall ensure that a suitable area for eating lunch is available. This area may be provided/utilized by the General Contractor and/or other subcontractors.

ARTICLE IV REFERRAL PROCEDURE

Section 4.05 REGISTRATION OF APPLICANTS

JOURNEY TECHNICIAN

GROUP I

1. All applicants who have been performing work for a period of at least one year out of the last four years in the geographical jurisdiction of IBEW Local 46 and have obtained an EL06, Limited Energy Certificate issued by the State of Washington.
2. Have worked three (3) years and six thousand (6,000) hours in the Sound & Communication industry and have successfully passed the 9th District Sound & Communication Technician Exam, which will be administered by PSEJATC, and have been performing work for a period of at least one year out of the last four years in the geographical jurisdiction of IBEW Local 46. "Successfully Pass" is defined as passing five (5) of the six (6) tests (including the two (2) Mandatory subjects). PSEJATC shall provide all test results for this exam to IBEW Local 46 and Puget Sound Chapter, NECA; OR
3. Have graduated from a NECA/IBEW JATC Sound & Communication program and have been performing work for a period of at least one year out of the last four years in the geographical jurisdiction of IBEW Local 46.

GROUP II

1. All applicants who have obtained an EL06, Limited Energy Certificate issued by the State of Washington not meeting the requirements of Group I; OR
2. All applicants who meet the requirements for Group I in any other signatory Local Union: OR
3. All applicants who have worked three (3) years and six thousand (6,000) hours in the Sound & Communication industry and have successfully passed the 9th District Sound & Communication Technician Exam, which will be administered by PSEJATC. "Successfully Pass" is defined as passing five (5) of the six (6) tests (Including the two (2) Mandatory subjects). PSEJATC shall provide all test results for this exam to IBEW Local 46 and Puget Sound Chapter, NECA.

GROUP III

All applicants having the required years and hours of experience in the industry not meeting the requirements of Group I or II.

INSTALLER

Only GROUP I and GROUP II Installers shall be eligible for dispatch when the total number of Installers currently working exceeds 25% of the entire Local 46 Sound and Communication Unit effective January 1, 2014.

GROUP I

All applicants having 3001 hours or more experience in the industry in the geographical jurisdiction of IBEW Local 46.

GROUP II

All applicants having 2001 - 3000 hours experience in the industry in the geographical jurisdiction of IBEW Local 46.

GROUP III

All applicants not meeting the requirements for Group I or Group II. Group III, who have not previously worked under this Agreement, shall not be eligible for dispatch when PSEJATC notifies Puget Sound Chapter, NECA and IBEW Local 46 there are ten (10) or more Sound & Communication Apprentices registered and available for dispatch with PSEJATC. PSEJATC shall notify Puget Sound Chapter, NECA and IBEW Local 46 when available Sound & Communication Apprentices drop below ten (10).

Section 4.06 TEMPORARY EMPLOYEE

When Employees are hired under this provision of the 9th District Sound & Communication Agreement, and the temporary employee does not comply with Article II, Section 2.02(b) of the Addendum, the Employee shall be replaced as outlined in Section 4.07 of the 9th District Sound and Communications Agreement.

Section 4.11 SHORT CALL

Short calls are jobs of ten (10) business days or less in duration, not including the day of referral, or holidays listed in the Collective Bargaining Agreement. If the last day of the Short Call is Friday, the Employee may work the weekend and shall report to IBEW Local 46 Dispatch Office on Monday. The Employee must report to the Dispatch Office in person prior to the end of the next business day after his/her lay off. Failure to do so will result in the loss of his/her registration number.

Section 4.19 CALL BACK

The Employer has the right to call Employees back within 90 days of the date of termination with that specific Employer, provided the call back Employee is on the out of work list and provided all other eligible applicants in the highest referral groups have first had an opportunity to be referred.

ARTICLE V FRINGE BENEFITS

Section 5.02 FRINGE BENEFIT BOND

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.

1 to 10 workers	\$10,000 bond
11 to 25 workers	\$20,000 bond
26 to 50 workers	\$50,000 bond
51 or more workers	\$100,000 bond

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.

Section 5.03 BENEFIT TRUST REQUIREMENTS

Each Employer party to this Agreement agrees to contribute the appropriate amounts, as per Section 3.08 of this Agreement, on all hours worked by each Employee performing work covered by this Agreement to the below-designated Trust Funds. 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.

- (a) **HEALTHCARE:** The Puget Sound Electrical Workers Healthcare Trust Fund, a jointly trustee'd welfare trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley). The employer 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.
- (b) **JATC:** The Puget Sound Electrical Workers Joint Apprenticeship and Training Trust Fund, a jointly trustee'd apprenticeship trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley). The employer agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Joint Apprenticeship Trust effective June 1, 1947, 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) **PUGET SOUND ELECTRICAL WORKERS PENSION PLAN:** The Puget Sound Electrical Workers Pension Trust Fund, a jointly trustee'd pension trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley). The Employer 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.

(d) **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.

(e) **PUGET SOUND ELECTRICAL WORKERS 401(k) SAVINGS PLAN WAGE AND SALARY DEFERRAL CONTRIBUTIONS:** In addition to the amounts set forth in Section 3.08(e), 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.

(f) **VACATION ALLOWANCE:** 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 Agreement. The Vacation Allowance Plan shall be administered by the Trustees of the Puget Sound Electrical Workers Healthcare Trust Fund. 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.

ARTICLE VI **SAFETY**

Section 6.01 **SUBSTANCE ABUSE PROGRAM**

The parties agree to utilize the Portland Electrical Industry Drug Free Workplace Program and to be bound by the policies and procedures of that Plan. All costs of the Plan will be borne by the Employers.

Section 6.02 **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 the SCOPE of this Agreement and as approved by the injured worker's doctor, shall receive 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 defined in the SCOPE of this Agreement 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.

ARTICLE VII

ADMINISTRATIVE MAINTENANCE FUND (AMF)

Section 7.01 AMF

- (a) All Employers signatory to this Agreement with IBEW Local 46 shall contribute three quarters of one percent (.75%) of productive labor payroll, as reported on the 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 administrator of the Administrative Maintenance Fund shall be appointed by the Puget Sound Chapter, NECA. No portion of this fund shall be used contrary to IBEW Local 46. The Local shall have the right to inspect the books of this fund.
- (b) The AMF contribution shall be submitted with all other fringe benefits 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 an Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated administrator, the administrator shall have the authority to recover any fund, along with any attorney fees, court costs, interest at one percent (1%) per month and liquidated damages.

ARTICLE IX

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 9.01 PARTICIPATION

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:

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 9.02 FUNCTION

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 9.03 CONTRIBUTIONS

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 9.04 DELINQUENT CONTRIBUTIONS

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 9.05 LMCC

- (a) In accordance with Article IX, Section 9.01(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 (\$0.05) per hour worked beginning January 3, 2011. 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 9.04 of this Agreement.

Signed for:

PUGET SOUND CHAPTER, NECA


Barry W. Sherman, Executive Director

Date

4/28/2021

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 46


Sean Bagsby, Business Manager

Date

5-12-2021