

Residential Wire Agreement
By And Between
Puget Sound Chapter,
National Electrical Contractors Association, Inc.,
And
Local Union No. 46,
International Brotherhood of Electrical Workers
Effective: June 1, 2021 – May 31, 2024

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, Inc. and the term “Union” shall mean Local Union No. 46, International Brotherhood of Electrical Workers.

The term “Employer” shall mean an individual firm who has been recognized by signing a Letter of Assent to be bound by the terms and conditions of this Agreement.

The term “Employee” or “Employees” as used herein shall mean the worker or workers covered by the terms and conditions of this Agreement.

SCOPE OF WORK

The scope of this Agreement shall cover all work on single family or multifamily dwellings or mixed use projects—per WAC 296-46B-920(2)(a), shall be subject to the terms and conditions of the Residential Wire Agreement. It shall be limited to that portion of the project involving the installation of NM Cable and the devices/equipment to which it connects. It is the intent of the parties to this Agreement to allow work that is commercial by statute but residential by wiring and occupancy type to be performed under the terms of this Agreement, as allowed by State or area statute.

EFFECTIVE DATE

This Agreement shall take effect on June 1, ~~2018~~ **2021** and shall remain in effect until May 31, 2024 **2024** 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.

Either party desiring changes or termination of this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.

GRIEVANCES – DISPUTES

All grievances or questions in dispute shall be adjusted by the parties to this Agreement. In the event that they are unable to adjust any matter within five (5) days, they shall refer the matter to the Labor Management Committee for resolution. Any grievance, complaint or dispute not filed in writing within thirty (30) days of the alleged complaint, dispute or grievance shall be waived.

EMPLOYER RIGHTS – UNION RIGHTS

All Employers shall be allowed to work with the tools and have no restrictions except as provided herein.

All Employees, covered by the terms of this Agreement, shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day of employment.

HOURS – WAGES – WORKING CONDITIONS

The first forty (40) hours, Monday through Saturday, shall constitute a regular workweek. All time worked after forty (40) hours in a week shall be paid one and one-half (1 ½) times the straight time rate of pay. All time worked on Sundays or Holidays shall be one and one-half (1 ½) times the straight time rate of pay. All work performed on the following Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day or days celebrated as such shall be paid for at one and one-half (1 ½) times the straight time rate of pay.

Wages shall be paid no later than quitting time on Friday and not more than five (5) days of wages may be withheld at any time. All fringe benefit payments shall be paid to the Trust no later than the fifteenth (15th) day of the following month held.

Nothing in this Agreement prohibits the Employer from implementing a high volume installation incentive plan.

Journeyman Residential Wage Rates:

Wages for Journey level employees shall be based on the employee's skills and ability as determined by the contractor with consultation by the Union. All wages shall comply with state and federal laws and regulations.

When calculating a base wage for apprentices, a Journey Residential Wiremen base rate of \$31.00 /hr shall be used as a minimum.

Future Base Wage Rates shall be as follows:

- ~~2/4/2019 \$28.50/hr~~ **2/7/2022 \$34.00**
- ~~2/3/2020 \$29.50/hr~~ **2/6/2023 \$35.50**
- ~~2/1/2021 \$31.00/hr~~ **2/5/2024 \$36.50**

FOREMAN

Individuals designated as a foreman by employer shall receive 10% above Residential Journeyman base wage listed.

Employers may elect to pay top performing apprentices more than the minimum required by this Agreement.

No current Employee shall receive a reduction in pay as a result of this Agreement.

<u>Journey Benefit Rates</u>	<u>Current Rates</u>
	2/5/2018
Healthcare Plan 1	\$6.55 —\$6.60
Pension	\$3.95
401K	\$1.80
JATC	\$0.10
NEBF	3% gross wages

Effective ~~2/4/2019~~ **2/7/2022** fringe increase for Residential Wireman only of \$1.00/hr. **\$1.00**

Effective ~~2/3/2020~~ **2/6/2023** fringe increase for Residential Wireman only of \$1.00/hr. **\$1.00**

Effective ~~2/1/2021~~, **2/5/2024** fringe increase for Residential Wireman only of \$1.00/hr. **\$1.00**

- Distribution of fringe increases shall be at the discretion of the Union.

When Residential workers 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.

VACATION ALLOWANCE: The individual Employer shall withhold and forward monthly to the Puget Sound Electrical Workers Healthcare Trust Fund 6% of the gross monthly labor payroll, which the Employer is obligated to pay to the Employees in this bargaining unit, and a completed payroll report prescribed by the Trust. The payment and payroll report shall be mailed to reach the Trust or their designated agent not later than fifteen (15) days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Vacation Agreement and Trust rules.

Employees will coordinate all vacation requests with the Employer. Vacation schedules must be mutually agreeable with the Employee and the Employer.

Apprentice Rates of Pay:

(a) Residential Apprentices base wage shall be:

~~1st 1800 hours~~ **900 hours** 60% of Residential Wireman Base Wage and satisfactory progress in JATC to progress to 2nd Period.

2nd 900 hours 65% of Residential Wireman Base Wage and completion of 1st year to progress to 3rd Period.

3rd 900 hours **70%** of Residential Wireman Base Wage and satisfactory progress in the JATC to progress to 4rd Period.

4th 900 hours 75% Residential Wireman Base Wage. Upon successful completion of the Residential Apprenticeship **the apprentice** shall progress to Residential Wireman

Residential Apprentices shall follow the rules of the JATC.

<u>Apprentice Benefit Rates</u>	<u>Effective</u>
Healthcare Plan 2	2/5/2018 \$5.00
Pension	\$0.10
401K	\$0.10
JATC	\$0.10
NEBF	3% gross wage

JOB STEWARDS

(a) The Union shall have the right to appoint a Steward at any job where six (6) or more Residential 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.

CITY OF SEATTLE SICK/SAFE LEAVE ORDINANCE: The parties to this Agreement hereby expressly waive the provisions of the City of Seattle Sick/Safe Leave Ordinance #123698

requiring paid sick or safe leave. The parties will collaborate to prevent any further provisions of this nature from being adopted by political entities within the jurisdiction of this Agreement.

JATC TRUST CONTRIBUTION: The Employer shall contribute to the JATC Trust for all individuals working under this Agreement in an amount specified above and be bound by the Puget Sound Electrical JATC Trust rules.

HEALTHCARE: The Employer shall contribute Health and Welfare payments as specified above to the Puget Sound Electrical Workers Healthcare Trust Fund for all hours worked under this Agreement. Workers under this Agreement shall participate under Plan 1 or Plan 2 as specified of the Healthcare Trust and be bound by all rules of said Trust.

LOCAL PENSION: The Employer shall contribute Pension Trust payments as specified above to the Puget Sound Electrical Workers Pension Trust Fund for all hours worked under this Agreement.

LOCAL ANNUITY: The Employer shall contribute Annuity Trust payments as specified above to the Puget Sound Electrical Workers Retirement Annuity Trust for all hours worked under this Agreement.

NEBF: The Employer shall contribute an additional three percent (3%) of the gross wages paid to the NEBF Trust Fund for all hours worked. The NEBF Trust rules shall apply.

TOOLS: The Employer shall furnish all necessary tools (except those listed below) or equipment to properly install and/or do the job. Workers shall be responsible for the Employer's tools and equipment providing the Employer allows the time and a suitable place for storing them.

- | | |
|-------------------------|------------------------------------|
| Allen Wrench Set | Lineman Pliers |
| Channel Locks 8" to 10" | Measuring Tape (not over 30') |
| Claw Hammer | Pencil |
| Hacksaw Frame | 3 Screwdrivers |
| Keyhole Saw | Wire Strippers/Crimper Combination |
| Knife | |

TRAINING

All apprentices employed under the terms of this Agreement shall report to the JATC for placement in the Residential JATC Program. The JATC is authorized to register a total number of Apprentices not to exceed a ratio of two (2) Apprentices to one (1) Residential Wireman who are employed under the terms of this Agreement. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolution; 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 previously under Grievances/Disputes; except for Trust Fund matters, which shall be resolved as stipulated in the local Trust instrument.

The Employer and the Union agree to develop a school-to-work training program to train and utilize high school students as summer helpers on residential projects.

ADMINISTRATIVE MAINTENANCE FUND (AMF)

Effective January 1, 2016, 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.

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 Funds 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.

REFERRAL PROCEDURES

The Employer shall be free to hire their Employees from any source. New Employees shall report to the Union within eight (8) calendar days after being hired, for processing into Union membership.

The Union shall maintain a register of all applicants for employment; listed in chronological order of the dates they register their availability for employment. All Residential Journeymen must have a minimum of four thousand (4,000) hours of residential experience to sign the out-of-work register. An Employer may request by name any applicant.

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:

Come to work on time, fit for duty and ready to work.

Obey recognized customer and employer work rules.

Demonstrate zero tolerance for alcohol and substance abuse.

Exercise proper safety, health, and sanitation practices.

Own up to '8 for 8' and be on the job unless otherwise allowed or authorized to leave.
Follow safe, reasonable, and legitimate management directives.

Encourage respect for customer's rights and property, as well as for others on the job.
eXercise the skills and abilities of the trade.

Care for tools and equipment provided by the employer.

Eliminate waste and other forms of property destruction, including graffiti.

Limit lunch and break times to allocated periods; adhere to start and quit times.

Leave inappropriate behavior to those of lesser knowledge.

Employ the proper tool for the job and maintain personal tool responsibilities.

Not solicit funds or sell merchandise without the Business Manager's approval.

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

Expel 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.

AGREEMENT APPROVAL

The parties to this Agreement agree to abide by all terms and conditions herein, pending approval of this Agreement by the IBEW International.

Puget Sound Chapter, National Electrical
Contractors Association

International Brotherhood of Electrical
Workers, Local Union No. 46

Barry W. Sherman, Executive Director

Sean Bagsby, Business Manager
And Financial Secretary

Date:

Date:

RESIDENTIAL WIRE PROPOSAL
TBD THROUGH MAY 31, 2021
SUMMARY FOR CONTRACT VOTE
JUNE 3, 2021

TERM OF AGREEMENT - TBD through May 31, 2021.

Future Base Wage Rates, Increases

- February 7, 2022 - \$3.00
- February 6, 2023 - \$1.50
- February 5, 2024 - \$1.00

Foreman

- Individuals designated as a foreman by employer shall receive %10 above Residential Journeyman base wage listed. **This Language has NEVER been in the Residential CBA.**

Fringe Benefit Increases.

- 2/7/2022 - \$1.00
- 2/6/2023 - \$1.00
- 2/5/2024 - \$1.00

*These Fringe Benefit increases will be allocated by the membership at respective meetings.

\$8.50 TOTAL PACKAGE INCREASE OVER 3 YEARS = 19% INCREASE!

APPRENTICE RATES

- | | |
|--|---------------------------|
| • \$20.40 or 60% , as of 2/7/2022 | 1 st 900 hours |
| • \$22.75 or 65% , as of 2/7/2022 | 2 nd 900 hours |
| • \$23.80 or 70% , as of 2/7/2022 | 3 rd 900 hours |
| • \$25.50 or 75% , as of 2/7/2022 | 4 th 900 hours |

This apprentice wage breakdown is based off of the first wage increase to \$34.00. As the Wage increases over 2023 and 2024, that will increase the apprentice wage. We also changed the apprentice hourly breakdown. **This will give the apprentices more wage increases over their apprenticeship.**

Job Steward Language

- **This Language has NEVER been in the Residential CBA.** The membership wanted representation on the job site and we got it for them! **Please see page 4 of the Agreement.**

Code of Excellence

- **This Language has NEVER been in the Residential CBA. Please see page 6-7 of the Agreement.**

RESIDENTIAL CONTRACT HISTORY COMPARISON – 6/3/2021

NEW CBA PROPOSAL

PRIOR CBA

PRIOR CBA

TBD – MAY 31, 2024

June 1, 2018 -
May 31, 2021

June 1, 2015 –
May 31, 2018

<p><u>NEW WAGE/BENEFIT PACKAGE</u></p> <p><u>\$8.50 over 3 years</u></p> <p><u>Year 1 = \$4.00</u> <u>Year 2 = \$2.50</u> <u>Year 3 = \$2.00</u></p>	<p><u>WAGE/BENEFIT PACKAGE</u></p> <p><u>\$8.50 over 3 years</u></p> <p><u>Year 1 = \$2.50</u> <u>Year 2 = \$2.00</u> <u>Year 3 = \$2.50</u></p>	<p><u>WAGE BENEFIT PACKAGE</u></p> <p><u>\$4.35 over 3 years</u></p> <p><u>Year 1 = \$1.60</u> <u>Year 2 = \$2.00</u> <u>Year 3 = \$0.75</u></p>
<p><u>APPRENTICE WAGES</u> <u>4th Period added</u> <u>Hours changed from 1,800 to 900 @ 60%</u> <u>60, 65, 70, 75%</u> <u>900 hours each</u></p>	<p><u>APPRENTICE WAGES – CHANGED</u></p> <p><u>UNCHANGED</u></p>	<p><u>APPRENTICE WAGES – CHANGED</u></p> <p><u>1st and 2nd Periods combined</u></p>
<p><u>FOREMAN LANGUAGE</u></p> <p><u>Added</u></p>	<p><u>NONE</u></p>	<p><u>NONE</u></p>
<p><u>STEWARDS LANGUAGE</u></p> <p><u>Added</u></p>	<p><u>NONE</u></p>	<p><u>NONE</u></p>
<p><u>CODE OF EXCELLENCE</u></p> <p><u>Added</u></p>	<p><u>NONE</u></p>	<p><u>NONE</u></p>