

PUGET SOUND CHAPTER NECA AND IBEW LOCAL NO. 46

MERGED

SOUND & COMMUNICATION AGREEMENT

EFFECTIVE FEBRUARY 1, 2009 THRU JULY 31, 2013

The following represents the merging of the 9th District Sound & Communication Agreement between the International Brotherhood of Electrical Workers and the National Electrical Contractors Association and the Puget Sound Chapter NECA/IBEW Local 46 Addendum thereto. This document does not take the place of the aforementioned Agreements. It does, however, represent those items that have been agreed to by the parties that exist in the two Agreements and incorporates them into a single document. The intent is to eliminate redundancy and conflicts between the two and to create one easy to use reference for employers and bargaining unit employees alike.

How to use this document:

Verbiage that appears in bold face type and bracketed by vertical bars in the margins is language that exists only in the Addendum.

Verbiage that appears in standard face type and bracketed by vertical bars in the margins is language that exists in the Addendum that modifies or replaces existing language in the 9th District Sound & Communication Agreement.

Verbiage that appears in standard face type with no vertical bars in the margins is language directly from the 9th District Sound & Communication Agreement.

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As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapter and the term "Union" shall mean the signatory IBEW Local Union.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

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, 2009. 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.

The Scope Review Committee is composed of the following:

MANAGEMENT REPRESENTATIVES

2 Communication Contractors
2 Electrical Contractors
2 NECA Chapter Managers

LABOR REPRESENTATIVES

2 Senior Technicians
2 Electricians
2 IBEW Business Managers

Members of the Committee shall be selected by the parties they represent. The Committee shall meet at such times as seemed necessary by the parties. The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this Agreement or Addendum. Unless specified herein the Scope Review Committee is not authorized to interpret this Agreement, or Addendum, in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Section 1:06 of this Agreement.

BASIC PRINCIPLES

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

ARTICLE I
EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

Section 1:01 TERM OF AGREEMENT

This Agreement shall take effect February 1, 2009, and shall remain in effect until July 31, 2013, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from August 1st through July 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.

Section 1:03 AMENDMENT BY MUTUAL CONSENT

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 and submitted to the International Office of the IBEW and the National Office of NECA, for approval, the same as this Agreement or addendum.

Section 1:04 NO STRIKE/NO LOCKOUT

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 1:06 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) 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) 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.

Any complaint, dispute or grievance not filed in writing by the complaining party within fifteen (15) days of the alleged complaint, dispute or grievance shall be waived.

Section 1:09 STAUS 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.

ARTICLE II
EMPLOYER RIGHTS -- UNION RIGHTS

Section 2:01 EMPLOYER DEFINED

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer who contracts for such work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a business telephone and adequate tools, equipment and inventory. The Employer shall maintain a suitable financial status to meet payroll requirements, and employing not less than one (1) installer and/or technician, when performing work covered under this Agreement.

- (a) Employees, except those meeting the requirements of "Employer" as defined herein, shall not contract for any work as set forth under the "Scope of Work" of this Agreement.
- (b) Any employee, working under the terms of this Agreement, holding an active contractor's license covering the Scope of Work as set forth in this Agreement, shall inactivate their license in accordance with State Law.

Section 2:02 MANAGEMENT RIGHTS

The Unions understand 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 his 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 Unions geographical jurisdiction that are signatory to this Agreement. In requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

- (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 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.

Section 2:03 **WORKERS COMPENSATION**

For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in the state, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed.

Section 2:04 **REPRESENTATION CLAUSE**

- (a) The Employer recognizes the Union as the sole collective bargaining agency between itself and the Employees covered under the scope of the Agreement.
- (b) The Employer understands that the Local Union's jurisdiction, both trade and territorial, is not a subject for negotiations but rather is determined solely within the IBEW by the International President, and therefore, agrees to recognize and be bound by such determination.

Section 2:05 **DOUBLE BREASTING**

In order to protect and preserve, for the employees covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the employer, through its officers, directors, partner or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2:06 **FREE MOVEMENT OF MANPOWER**

- (a) Free movement of men is allowed throughout any of the signatory Local Union jurisdictions. On all jobs exceeding one (1) day in duration, the Employer shall notify the Local Union in whose jurisdiction he will be working, in writing or by fax, prior to starting a job, the location of the job, and the names and social security numbers of the employees to be sent in. Approved forms provided by the Union. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor's shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises. The rights covered by this Section are not automatic, but are contingent upon compliance with the proper notification contained herein.

Section 2:07 **DESIGNATED MANAGEMENT WORKER**

A signatory Employer shall not perform work as an installer and/or technician except one (1) designated member of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement. Such working member of a firm (Employer) shall work under all the terms and conditions of this Agreement. The firm shall have one (1) installer and/or technician not a member of the firm employed under the terms of this Agreement at all times. Avoidance of the intent of this section shall not be permitted by the pretense of ownership of the business by an immediate member of the family. Nothing contained in this section shall be construed to prevent any Employer from performing work during emergencies for the protection

of life or property or working up to four (4) hours each day on service, repair calls, and checking and inspecting.

Section 2:08 UNION STEWARDS

The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an Employer because of his faithful performance of duties as Steward, or shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. Such removal would be subject to the grievance procedure.

Section 2:09 UNION ACCESS TO WORK SITE

The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement, provided he first notifies the Employer's local office.

Section 2:10 SANCTIONED PICKET LINE

- (a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, the Central Labor Council or the Local Union.
- (b) Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner.
- (c) Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.
- (d) Each employer will furnish necessary locked storage to reasonably protect tools from weather and vandalism and will replace such tools when tools are damaged on the job or stolen from the locked storage.

Section 2:11 EMPLOYER TOOLS

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 2:12 UNION SECURITY

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 2:13 CANCELLATION AND SUBCONTRACTING

- (a) The Local Union is a part of the International Brotherhood of Electrical Workers; 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 2 of this Section, will be sufficient cause for the cancellation of his 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/electronic work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any Sound and Communication or electrical/electronic 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 violations of Section (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 the final and binding resolution of disputes.

Section 2:14 LABOR – MANAGEMENT COMMITTEE

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 2:15 UNION DISCIPLINE OF MEMBERS

The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

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 a.m. and 10:00 p.m. (excluding a 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 a.m. and 10:00 p.m., Monday through Friday; and days must be consecutive. The rate shall be one and one-half (1 1/2) times the straight time rate of pay for the first eight (8) hours of the fifth (5th) day.
- (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 (1 ½) times the regular shift rate. During the first eight (8) hours of work on Saturday the overtime rate shall be one and one-half (1 ½) 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 (1 ½) 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.

Martian 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.

Section 3:02 **LABOR DAY**

No work shall be performed on Labor Day, except in case of emergency, or with the permission of the Business manager where the work is being performed.

Section 3:03 **PAYMENT OF WORKERS**

- (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 by closing the next business day at the Employer'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.
- (c) Workers shall be notified one-half hour (1/2) before quitting time when they are being laid off.**

Section 3:04 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 3.01.
- (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 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 and without a stipulated ratio for employees 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.
- (i) 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.
- (j) When requested by the customer in writing on occupied remodel and renovation work, and when mutually agreed by the employee and employer, a single shift of

eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays, between the hours of 2:30 p.m. and 6:00 a.m. The shift start time is anytime after 2:30 p.m. Employees shall receive a minimum of eight (8) hours pay at the straight time rate of pay plus ten percent (10%) regardless of the hours worked. Such written request shall be provided to the Union.

- (k) Prior notice must be given to the Business Manager for establishment of swing or graveyard shift.

Section 3:05 UNION DUES DEDUCTION

The Employer shall deduct and forward to the Financial Secretary of the home Local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union Bylaws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

Section 3:06 BULLETIN BOARD

A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

Section 3:07 TOTAL WAGES/FRINGES PACKAGE

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

Effective Date	Increase	Total
July 27, 2009	\$1.75/hr	\$34.09
August 2, 2010	\$1.00/hr	\$35.09
March 7, 2011	\$0.75/hr	\$35.84
September 5, 2011	\$1.00/hr	\$36.84
March 5, 2012	\$0.75/hr	\$37.59
September 3, 2012	\$1.00/hr	\$38.59
March 4, 2013	\$0.75/hr	\$39.34

JOURNEY TECHNICIAN WAGE RATE

Effective Date	Increase	Total
July 27, 2009	\$1.70/hr	\$25.29/hr
August 2, 2010	TBD	TBD
March 7, 2011	TBD	TBD
September 5, 2011	TBD	TBD
March 5, 2012	TBD	TBD
September 3, 2012	TBD	TBD
March 4, 2013	TBD	TBD

INSTALLER RATES

Installer wage rate shall be paid at 55% of the Journeyman Technician wage rate. Annuity and Pension shall be 55% of the Journeyman Technician Annuity and Pension rate. Contributions for Health and Welfare, JATC, SAP, and NLMCC shall be the same as the Journeyman Technician rate.

March 5, 2012	TBD	TBD
September 3, 2012	TBD	TBD
March 4, 2013	TBD	TBD

(e) LOCAL 46 ANNUITY

<u>Effective Date</u>	<u>Increase</u>	<u>Total</u>
July 27, 2009	\$0.00/hr	\$1.80/hr
August 2, 2010	TBD	TBD
March 7, 2011	TBD	TBD
September 5, 2011	TBD	TBD
March 5, 2012	TBD	TBD
September 3, 2012	TBD	TBD
March 4, 2013	TBD	TBD

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

(g) VARIABLE ANNUITY: 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) JOURNEYMAN TECHNICIAN

The term "Journeyman 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) APPRENTICES

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

(c) INSTALLERS

The term "Installer" shall apply to individuals not classified as Journeyman Technicians or Apprentices. 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 Journeyman Technician.

Installers may advance to Journeyman 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 a Journeyman Technician exam that has been developed and approved by the parties and administered by the JATC.
3. Beginning January 1, 2004, to be eligible for advancement to Journeyman Technician, Installers must also have completed BICSI Technician training or obtained a Washington State Limited Energy license.

(d) FOREMAN

The term "Foreman" shall apply to individuals who are able to perform all duties of the Journeyman 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 Journeyman

Technician base rate pay. On any job where seven (7) or more Journeymen Technicians are employed, a Foreman shall be designated. No Foreman shall have more than twelve (12) Journeyman Technicians per crew.

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 Journeyman 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) Journeyman Technician by name out of every two (2) Journeyman Technicians hired through the referral procedure, provided the Journeyman 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) 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*
Assorted Screw Drivers*	<i>Snips*</i>	RJ 45 Crimping Tool
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*	<i>Punch Down</i>

All other tools and equipment shall be provided by the employer including blades and batteries.

*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.

Section 3:12 EMPLOYEE RESPONSIBLE FOR EMPLOYER TOOLS

Workmen 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.

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 I.R.S. 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. The Puget Sound Electrical Joint Apprenticeship Training Facility shall be considered the point of dispatch for this Section.
- (d) **CONDITIONS WHILE WORKING IN OTHER JURISDICTION:** 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 Union No. 46 shall pay all wages and all fringe benefits as listed in the Addendum between IBEW Local Union No. 46 and the Puget Sound Chapter, NECA. All fringe benefits of traveling contractors shall be paid to the Administrator utilized by IBEW Local Union No. 46 and the Puget Sound Chapter, NECA. All applicable reciprocity agreements subscribed by the parties shall apply.

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

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.

**ARTICLE IV
REFERRAL PROCEDURE**

Section 4:01 COMMON INTERESTS

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 4:02 EXCLUSIVE SOURCE OF REFERRAL

The Local Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4:03 RIGHT TO REJECT

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

Section 4:04 NON-DISCRIMINATORY REFERRAL

The Local Union shall select and refer applicants for employment without discrimination against such applicants 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 obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4:05 REGISTER OF APPLICANTS

The Local 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 he qualifies

(a) JOURNEYMAN TECHNICIAN

GROUP I 1). All applicants who have worked three (3) years and six thousand (6,000) hours in the Sound & Communication industry and have successfully passed a Journeyman Technician exam that has been developed and approved by the parties, administered by the JATC, has completed BICSI Technician training, 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 Union No. 46; OR

2). Have worked three (3) years and six thousand (6,000) hours in the Sound & Communication industry and have successfully passed a Journeyman Technician exam that has been developed and approved by the parties, administered by the JATC, has obtained a Washington State Limited Energy Certification, 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 Union No. 46; 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 Union No. 46.

GROUP II All applicants who meet the requirements for Group I in any other signatory Local Union or who have worked three (3) years and six thousand (6,000) hours in the Sound & Communication industry and have successfully passed a Journeyman Technician exam that has been approved by the parties and given by a duly constituted Inside Construction Local Union of the IBEW.

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

(b) INSTALLER

GROUP I All applicants having one-year experience or more in the industry in the geographical jurisdiction of IBEW Local Union No. 46.

GROUP II All applicants not meeting the requirements for Group I.

Section 4:06 EXHAUSTED REFERRAL LIST

If the registration list 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."

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 Ninth District Sound and Communications Agreement.

Section 4:07 TEMPORARY EMPLOYEES

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 4:08 "RESIDENT" DEFINED

"Resident" means a person who has maintained his permanent home in the normal commute area of the applicable Local Union for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4:09 "OUT-OF-WORK LIST"

The Local 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 4:10 RENEWAL OF REGISTRATION

An applicant who has registered on the "out-of-work list" must renew his application every thirty (30) days or his name will be removed from the "list."

Section 4:11 SHORT CALLS

Short calls are jobs fourteen (14) calendar days or less duration, not including the day of referral, excluding holidays listed in this Collective Bargaining Agreement. Registrants will be limited to having their registration restored to "unemployed status" twice for short calls. Short calls of three (3) normal working days or less shall not be limited. The applicant must return to the Referral Office on the fifteenth (15th) day. If the last day of the short call is a Friday, the following Sunday shall be the last day, and the Registrant must return to the Referral Office on Monday, which shall be used as the 15th day.

Section 4:12 ORDER OF REFERRAL

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 who is rejected by the Employer shall be referred to other employment in accordance with the position of this GROUP and his place within his GROUP.

Section 4:13 "SPECIAL SKILLS" EXCEPTION

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

When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4:14 REFERRAL APPEALS COMMITTEE / COMPOSITION

An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Local NECA Chapter and a Public Member appointed by both these members.

Section 4:15 REFERRAL APPEALS COMMITTEE / FUNCTION

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 applicable Local Union of Sections 4:04 through 4:13 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be compiled with by the applicable Local Union, the Appeals Committee is authorized to issue procedural rules for the conduct of its 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 4:16 INSPECTION OF REFERRAL RECORDS

A representative of the applicable local NECA Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4:17 POSTING OF REFERRAL PROCEDURES

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

Section 4:18 HIRING AND TRANSFERRING APPRENTICES

Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 4:19 EMPLOYEE "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 highest referral groups have first had an opportunity to be referred.

ARTICLE V
FRINGE BENEFITS

Section 5:01 NEBF

It is agreed that in accord with 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 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed 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 his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Section 5:02 FRINGE BENEFIT BOND

Employers employing from one (1) to ten (10) workers shall be required to post a ten thousand dollar (\$10,000) fringe benefit bond with the administrative agent of the home signatory local, IBEW Health and Welfare Trust, 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. Employers employing eleven (11) or more workers shall be required to post a twenty thousand dollar (\$20,000) fringe benefit bond with the same administrative agent and for the same purposes. The Union shall have the responsibility of monitoring the number of workers of an Employer to insure compliance with this provision.

Section 5:03 BENEFIT TRUST ENABLING LANGUAGE

Each Employer party to this Agreement agrees to contribute the appropriate amounts, as per Section 3.09 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) HEALTH AND WELFARE: The Puget Sound Electrical Workers Health and Welfare Trust Fund, a jointly trustee 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 Health and Welfare 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 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) **LOCAL 46 PENSION**: 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 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) **LOCAL 46 ANNUITY**: The Puget Sound Electrical Workers Retirement Annuity 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 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.
- (e) **LOCAL 46 VARIABLE ANNUITY**: In addition to the amounts set forth in Section 3.09 (d), each Employer agrees to contribute such sums, as may be elected to be paid by Employees working under this Agreement, to the Variable Annuity Plan of the Puget Sound Electrical Workers Retirement Annuity Trust Fund. 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 Fund;
 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 Trust Fund 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 Retirement Annuity 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, except 1st and 2nd period Apprentices, as a vacation allowance, an amount equal to three percent (3%) of gross pay nearest the one cent (\$.01) for each compensable hour worked under the terms of and conditions of this Agreement. Effective August 1, 2009 the vacation allowance deduction shall increase to six percent (6%) of gross pay nearest the one cent (\$.01) for each compensable hour worked under the terms and conditions of this Agreement, except 1st and 2nd period Apprentices. The Vacation Allowance Plan shall be administered by the Trustees of the Puget Sound Electrical Workers Health and Welfare 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 Health & Welfare 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 Health and Welfare 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 Local Union 46, IBEW, 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 Local Union 46, IBEW. 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 VIII SEPARABILITY

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.

ARTICLE IX

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 9.01 NLMCC 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: (same as before from hereon)

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 DELIQUENT 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 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 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 \$.01 per hour worked beginning 01/01/2010. 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.