

# **RESIDENTIAL WIRE AGREEMENT**

Agreement by and between Puget Sound Chapter, National Electrical Contractors Association, Inc., and Local Union No. 46, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Puget Sound Chapter, National Electrical Contractors Association, 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 one and two family dwellings or multi-family dwellings not exceeding four floors above grade.

## **EFFECTIVE DATE**

This Agreement shall take effect on June 1, 2003 and shall remain in effect until May 31, 2007. Either party desiring changes or termination of this Agreement must notify the other, in writing, at least 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 days, they shall refer the matter to the Labor Management Committee for resolution. Any grievance, complaint or dispute not filed in writing within 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 (8<sup>th</sup>) day of employment.

## HOURS – WAGES – WORKING CONDITIONS

The parties to this Agreement, in the spirit of trying something new to gain market share in the residential market, agree to the following 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. If the parties agree that the gain in market share is a product of the new workweek and overtime schedule, then the new workweek and overtime schedule will continue after May 31, 2006.

If there is no agreement on the success of the new workweek and overtime schedule, the schedule will revert to the following: The first forty (40) hours, Monday through Friday, shall constitute a regular workweek. All time worked after 40 hours in a week shall be paid at one and one-half (1 ½) times the straight time rate of pay. All time worked on Sunday or holidays shall be two (2) 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 two (2) 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 (15<sup>th</sup>) day of the following month held.

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

Base 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 base wages shall comply with state and federal laws and regulations.

When calculating a base wage for apprentices, a Journey Residential Wiremen base rate of \$17.50 shall be used as a minimum. 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 or benefits as a result of this Agreement.

	<u>Effective 7/7/03*</u>	<u>Effective 6/7/04*</u>	<u>Effective 6/6/05*</u>
<b>H&amp;W</b>	\$3.34	\$4.80	\$4.80
<b>Pension**</b>	\$0.40	\$0.40	\$0.40
<b>Annuity**</b>	\$0.25	\$0.35	\$0.45
<b>JATC</b>	\$0.10	\$0.10	\$0.10
<b>Total Benefits</b>			
<b>Before NEBF</b>	\$4.09	\$5.65	\$5.75
<b>NEBF</b>			3% of gross wages

*\*\* Pension and Annuity contributions shall be made on all apprentices in the same percent as specified below.*

(a) Residential Apprentices base wage shall be:

1 <sup>st</sup> 900 hours	55% of Residential Wireman Base Wage
2 <sup>nd</sup> 900 hours	60% of Residential Wireman Base Wage and satisfactory completion of 1 <sup>st</sup> year JATC to progress to 3 <sup>rd</sup> Period
3 <sup>rd</sup> 900 hours	65% of Residential Wireman Base Wage and satisfactory progress in the JATC to progress to 4 <sup>th</sup> Period
4 <sup>th</sup> 900 hours	75% of Residential Wireman Base Wage and completion of the Residential Apprenticeship to progress to Residential Wireman

Residential Apprentices shall follow the rules of the JATC.

**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.

**Health and Welfare:** The Employer shall contribute Health and Welfare payments as specified above to the Puget Sound Electrical Workers Health and Welfare Trust Fund for all hours worked under this Agreement. Workers under this Agreement shall participate under Plan 1 of the Health and Welfare 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. Contributions made on behalf of apprentices shall be as a percentage as specified above.

**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. Contributions made on behalf of apprentices shall be as a percentage as specified above.

**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.

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

## 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.

## 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 4,000 hours of residential experience to sign the out-of-work register. An Employer may request by name any applicant.

## 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

Local Union No. 46, IBEW, International  
Brotherhood of Electrical Workers

\_\_\_\_\_  
Steve R. Washburn, Executive Director

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Gary A. Price, Business Manager

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Date:

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Date: