

MASTER AGREEMENT

FOR

LIGHT FIXTURE MAINTENANCE

AGREEMENT

JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

TERM OF AGREEMENT

Agreement by and between the signatory Chapters of the National Electrical Contractors Association and the signatory Local Unions of the International Brotherhood of Electrical Workers.

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

As used hereinafter in the Agreement, the term "Chapter" shall mean the signatory Chapters of the NECA and the term "Union" shall mean the signatory Local Unions of the IBEW.

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

PURPOSE

The general purpose of this Agreement is to establish wages, hours, and working conditions for employees of Lighting Fixture Maintenance Contractors whose normal course of service may extend beyond jurisdictional boundaries of one or more IBEW Local Unions, and to provide orderly and harmonious procedures between the parties in order to provide a more efficient and competitive environment for the Union contractor to serve the public in this growing specialty field.

SCOPE OF WORK

The scope and classification of work to be performed by employees covered under this Agreement shall include:

Any electrical alteration within an existing lighting fixture enclosure on the premises of a customer, not including or requiring the removal of the fixture from its supporting structure. Such alterations shall include cleaning of all types of lighting fixtures, lenses, and diffusers in luminous ceilings, and all types of diffused ceiling or area lighting installations; and the replacement of lamps, tubes, starters, sockets, ballasts, defusers, lenses, and similar equipment, shall not include the replacement of wire other than fixture wire within the individual fixture enclosures.

Remote mounted ballasts and transformers of lighting fixtures may be replaced only when found to be defective while the fixture is being serviced or cleaned.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
EFFECTIVE DATE – CHANGES
TERM OF AGREEMENT, GRIEVANCES & DISPUTES

- Section 1.01** This Agreement shall take effect January 1, 2008, and shall remain in effect until December 31, 2010. It shall continue from year to year thereafter, from January 1st through December 31st of each year, unless changed or terminated in the way provided herein.
- Section 1.02(a)** Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- Section 1.02(b)** Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- Section 1.02(c)** The existing provisions of this Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- Section 1.02(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 to submit the unresolved issues to the Council on Industrial Relations, 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.
- Section 1.02(e)** By mutual agreement only, the parties may jointly submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR) for adjudication. The Council's decision shall be final and binding on all parties hereto.
- Section 1.03** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced in writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.
- Section 1.04** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.
- Section 1.05** There shall be a Labor/Management Committee of three (3) representing the Union and three (3) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary.

Section 1.06

All grievances or questions in dispute shall be adjusted by following the four-step procedure outlined below:

- 1) A Union Representative and a Contractor Representative shall meet to resolve the grievance within forty-eight (48) hours when notice is given by either party.
- 2) The Union Business Manager and the NECA Chapter Executive Director and the Contractor shall meet to resolve the grievance within five (5) days from completion of Step One. In the event settlement is not reached, the grievance shall proceed to Step Three.
- 3) A Grievance Committee consisting of three (3) electricians selected by the Union who are not part of the staff and three (3) Contractors selected by NECA on a rotating basis selected from a list of all Contractors signatory with Local Union No. 46 shall meet to resolve the grievance within five (5) days from 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 can not reach a decision, the decision of the Arbitrator shall be final and binding.

Section 1.07

When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter 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

No member of the Union, while they remain a member and subject to employment by Employers operating under this Agreement, shall become a contractor for the performance of any lighting maintenance work.

Section 2.02

The Employer recognizes the Union as the exclusive representative of all employees performing work under this Agreement within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, on the type of work as defined herein.

Section 2.03

The Employer agrees that when new or additional employees are needed, the Employer shall notify the Union of the number of employees needed forty-eight (48) hours in advance (Saturdays, Sundays, and Holidays excluded) so that the Union may have a reasonable opportunity to refer applicants for vacancies to be filled.

In selecting new or additional workers, the Employer may:

- a) Select those referred by the Union. If the Union cannot supply workers....
- b) The Employer may select workers other than as provided for by (a) and shall advise the Union within seven (7) days after hiring of the name, address, social security number and date of hiring. The Employer shall notify the Union within twenty-four (24) hours of the date of termination of such workers.
- c) Call By Name Any Employer may call out by name a Probationary Technician whose name appears on the out of work list. This call by name cannot be used more than four times in any calendar year.

The Employer shall be the sole judge of the number of men to employ.

Section 2.04

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 thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.05

The Employers and the Union agree that they will not discriminate against any employee, or applicant for employment because of race, creed, color, sex, or national origin.

Section 2.06

The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment of the Agreement by this or any other Local Union of the International Brotherhood of Electrical Workers by the Employer will be sufficient cause for cancellation of his Agreement after the facts have been determined by the International Office of the Union. The Employer further agrees that they will not sublet, assign or transfer any work covered by this Agreement to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the Employer's establishment covered by the Agreement. Any such subletting, assigning, or transfer shall be allowable after a mutual determination has been made by the representatives of the parties hereto that such action is not in conflict with the preceding sentence.

Section 2.07

For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in the State in which the employees are required to work; also, Social Security coverage, unemployment compensation coverage and such other protective insurance as may be required by the laws of the states in which he operates, and shall furnish satisfactory proof of such to the Union, if requested.

Section 2.08

The Union understands the Employer is responsible to perform the work required by the Owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring or laying off employees, in transferring employees from job to job, in determining the needs and number, 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.

Section 2.09

No employees shall be required to provide a cash or surety bond as a condition of employment. In the event a surety bond is required by the Employer or customer where the job conditions require a bond, the Employer shall pay the premium on said bond.

Section 2.10

No employee shall be reclassified so that his rate of pay is less than that existing before the signing of this Agreement, unless mutually agreed to by the signatories to this Agreement.

**ARTICLE III
SPECIAL PROVISIONS**

Section 3.01

When an Employer has work in an IBEW Local Union jurisdiction outside the Local Union jurisdiction in which his shop (to which his employees normally report to work and from which they are supplied with tools and material) is located, he shall notify the Business Manager of the Local Union in which jurisdiction work is to be done, the location, approximate time and dates, and anticipated number of men to be used on the job. Such notification shall be provided prior to the commencement of work.

Section 3.02

HEALTH AND WELFARE FUND Each Employer party to this Agreement agrees to contribute the following amounts for each hour worked by each Employee performing work covered by this Agreement to the Puget Sound Electrical Workers Health and Welfare Trust Fund. The contribution together with the Fringe Benefit Reporting Form shall be mailed to reach the office of the Administrator of the Puget Sound Electrical Workers Health and Welfare Trust Fund no later than fifteen (15) calendar days following the month in which the hours were worked.

Effective: 01/02/06 \$4.94

Section 3.03

LOCAL 46 RETIREMENT ANNUITY PLAN* All Employers subject to this Agreement shall pay monthly to Local 46 Retirement Annuity Plan Trust the sum of seventy-five cents (\$.75) effective January 2, 2006, for all hours worked by employees covered by this Agreement. The contribution, together with the Fringe Benefit Reporting Form, shall be mailed to reach the office of the Administrator of the Local 46 Retirement Annuity Plan no later than fifteen (15) calendar days following the month in which the hours were worked.

Section 3.04

All Fringe Benefit and Trust Fund payments required under this Collective Bargaining Agreement shall be paid to the Trust Fund and Fringe Benefit accounts in the jurisdiction of the IBEW Local Union in which the employee was dispatched, regardless of which Local Union jurisdiction the employee actually performed the work.

Section 3.05

FRINGE BENEFIT BOND Any employer not signatory to the Inside Construction Agreement shall be required to post a \$20,000.00 Fringe Benefit Bond. This Bond would be required to meet the same terms and conditions as stated in Article IV of the Inside Construction Agreement.

**ARTICLE IV
HOURS – WAGES – WORKING PROVISIONS**

Section 4.01

Eight (8) consecutive work hours with thirty (30) minutes for a meal period shall constitute a workday and forty (40) hours within five (5) consecutive days (Monday through Friday or Tuesday through Saturday) shall constitute a workweek. Four tens (4 X 10) will be acceptable.

Section 4.02

All hours worked over eight (8) in one (1) day or forty (40) in one (1) week shall be paid at one and one-half (1 ½) times the regular rate of pay. Any Employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half (1 ½) the straight time rate of pay.

Section 4.03

All hours worked on Sunday and 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 for at two (2) times the regular rate of pay.

Section 4.04

No work shall be performed on Labor Day except in case of emergency and then only with the approval of the Business Manager of the Local Union.

Section 4.05

The Employer shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop. On work requiring employees to be away from their homes overnight, the Employer shall also furnish board and room, each individual employee to be furnished his expenses prior to leaving on a trip.

Section 4.06

Employees shall not be required as a condition of their employment, to furnish the use of an automobile or other conveyance to transport men, tools, equipment or materials. All facilities for such transportation shall be provided for by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time and from shop or job to home at quitting time.

Section 4.07

WAGE SCHEDULE

EFFECTIVE	01/14/2008	01/01/2009	01/01/2010
Fixture Washers	\$10.95	Wage Opener	Wage Opener
Probationary Technician	\$12.75		
Technician	\$14.56		
Journeyman Technician	\$18.20		

Section 4.07(a)

PROBATIONARY TECHNICIAN Probationary period will be for eight (8) months.

TECHNICIAN Classification will be from the ninth (9th) month through the twentieth (20th) month.

JOURNEYMAN TECHNICIAN Classification will be attained after the twentieth (20th) month.

Section 4.08

A Probationary Technician must work with a Technician or Journeyman Technician and is not allowed to work on live circuits.

Section 4.09

Fixture Washers are limited to the cleaning of fixtures, lenses and diffusers, and to changing lamps, tubes, and lenses only.

Section 4.10

Wages shall be paid weekly no later than quitting time on Friday and not more than five (5) days may be withheld at that time. Any workmen who is laid off, quits, or is discharged by the Employer shall be paid by the end of the next regular business day.

Section 4.11

The Employer shall furnish all necessary tools and/or equipment to properly perform the work except for the following list of tools that the Employee shall furnish. Workers will 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 for the storing of such tools and/or equipment.

TOOL LIST

Allen Wrenches	Flashlight	Screw Driver
¼ Tap Wrench	Knife	Tape, 12' Minimum
10" Crescent Wrench	Pencil	Test Lamp, Wigger
Channel Locks	Pliers	

**ARTICLE V
VACATION SCHEDULING**

Section 5.01

The Employee shall notify his/her Employer six (6) weeks before the vacation begins unless mutually agreed to otherwise between the Employee and the Employer.

Section 5.02

In selecting a vacation time, if two (2) or more Employees desire the same time off, preference will be given to the Employee with the highest number of cumulative hours of employment.

Section 5.03

No more than twenty percent (20%) of the Employees in any shop shall be granted their vacations at the same time unless agreed to by the Employer.

Section 5.04

Vacation time off must be taken within a year following eligibility and may not be accumulated from one vacation year to the next.

**ARTICLE VI
SAFETY**

Section 6.01

It is the Employer's exclusive responsibility to insure the safety of its Employees and their compliance with these safety rules and standards.

Section 6.02

JATC shall provide eighty (80) hours of safety training and Employer may require Employee to attend on Employee's time and without pay.

**ARTICLE VII
NATIONAL ELECTRICAL BENEFIT FUND**

Section 7.01

NEBF It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to (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 this Labor Agreement.

**ARTICLE VIII
SEPARABILITY**

Section 8.01

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.

IN WITNESS HEREOF, the parties hereto have executed this Agreement and shall be bound by all the provisions and conditions of the Master Agreement for Light Fixture Maintenance.

SIGNED FOR:

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 46**

PUGET SOUND CHAPTER, NECA

Gary A. Price, Business Manager
and Financial Secretary

Barry Sherman, Executive Director

Date

Date