

PUGET SOUND CHAPTER, NECA AND IBEW LOCAL UNION NO. 46
ADDENDUM TO
NECA/IBEW 9TH DISTRICT SOUND AND COMMUNICATION AGREEMENT
EFFECTIVE DATE: February 1, 2009 to July 31, 2013

This Addendum, by and between Puget Sound Chapter, NECA and IBEW Local Union No. 46, provides modifications to the IBEW 9th District Sound and Communication Agreement in the Counties of King, Kitsap, Jefferson and Clallam in the State of Washington.

SCOPE

The work covered under this Agreement shall include all work permitted by the State of Washington under Chapter 19.28 RCW for classifications 06 and 09 (excluding cable tray outside of phone closets and any line voltage rated raceway systems) that is permitted by state law under 06 and 09 classifications in effect on January 1, 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.

ARTICLE I

EFFECTIVE DATE-CHANGES-GRIEVANCES-DISPUTES

Section 1.01 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

- (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 1.06 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.

ARTICLE II

EMPLOYER RIGHTS – UNION RIGHTS

Section 2.02

- (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.
- (b) All Employees covered by this Agreement shall be required to become and remain members in good standing of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.
- (c) 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 2.04

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

Section 2.17 **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 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 AM and 10:00 PM, 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.

Martin Luther King Jr.'s birthday will be added as a Holiday when the day is adopted by the King County Building Trades as a holiday.

Section 3.03

- (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 (1/2) hour 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 3.08 **TOTAL WAGES/FRINGES PACKAGE**

The following wage/fringe increases are approved. Distribution of future increases, not already assigned and indicated herein or in Section 3.09(b) through (f) below, will be determined by the Union and published prior to the effective date of the increase.

TOTAL WAGE/FRINGE PACKAGE

<u>Effective Date</u>	<u>Increase</u>	<u>Total</u>
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

<u>Effective Date</u>	<u>Increase</u>	<u>Total</u>
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, LMCC and NLMCC shall be the same as the Journeyman Technician rate.

APPRENTICE RATES

Sound and Communication Apprentices shall receive a wage rate equivalent to the appropriate percentage of the Journeyman Technician wage rate and annuity/pension as indicated below. Contributions for Health and Welfare, JATC, SAP, LMCC and NLMCC shall be the same as the Journeyman Technician rate.

<u>PERCENTAGE</u>	<u>TOTAL HOURS</u>	<u>PROGRAM PROGRESSION</u>
60%	800	Satisfactory Progress
65%	1600	1 st Year School Completed
70%	2400	Satisfactory Progress
75%	3200	2 nd Year School Completed
80%	4000	Satisfactory Progress
85%	4800	Program Completed

Pre-Apprentices may be hired as needed by the Employer and paid at 50% of the base wage. They may perform the same work as Apprentices.

Section 3.09 The following represent the various fringe contributions, vacation allowance holdback and employee directed variable annuity contribution that shall be reported and paid to the administrator utilized by Local Union No. 46 and Puget Sound Chapter, NECA as specified in Article V of the 9th District Agreement and this Addendum. Those items presently agreed to are:

(a) **NEBF:** 3% of gross labor payroll

(b) **HEALTH AND WELFARE**

<u>Effective Date</u>	<u>Increase</u>	<u>Total</u>
July 27, 2009	\$0.00/hr	\$4.10/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

(c) **JATC**

<u>Effective Date</u>	<u>Increase</u>	<u>Total</u>
July 27, 2009	\$0.00/hr	\$0.34/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

(d) **LOCAL 46 PENSION**

<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

(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 3.10 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 3.11 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 3.11(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 3.13 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*	Snips*	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*	Punch Down

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 3.14 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 3.15 **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 3.16 **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 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 3.17 **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 3.18 **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 4.05

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

Section 4.11 An applicant who is hired and who receives, through no fault of his/her own, work of eighty (80) hours or less shall, upon registration, be restored to their appropriate place within their group.

Section 4.19 **CALL BACK**

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

Section 4.20 **SHORT CALL**

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.

ARTICLE V

FRINGE BENEFITS

Section 5.02 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 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

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 6.01 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 6.02 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 6.03 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 6.04 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 6.05 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.

ARTICLE VII

SAFETY

Section 7.01 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 7.02 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 VIII

ADMINISTRATIVE MAINTENANCE FUND (AMF)

Section 8.01

- (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.

Signed for:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION 46

PUGET SOUND CHAPTER, NECA

Virgil Hamilton, Business Manager

Barry W. Sherman, Executive Director

Date

Date

