

STOCKMAN AGREEMENT
BY
AND
BETWEEN
THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL UNION NO. 46

AND

PUGET SOUND CHAPTER
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

EFFECTIVE DATES
SEPTEMBER 3, 2007
THROUGH
JUNE 30, 2010

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ARTICLE I

EFFECTIVE DATE - CHANGES - TERM OF AGREEMENT

Section 1.01 This Stockman Agreement shall take effect **September 3, 2007** and shall remain in effect through **June 30, 2010**, unless otherwise specifically provided herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated in the way later provided herein.

Section 1.02 Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the anniversary date. Whenever notice is given for changes, the nature of the changes must be specified in the notice. The existing provisions of this Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

Section 1.03 In the event that either party has given 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 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 1.04 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's decision shall be final and binding on all parties hereto.

Section 1.05 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 the NECA for approval, the same as this Agreement.

GRIEVANCE AND DISPUTES

Section 1.06 During the term of this Agreement, 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 1.07 All grievances or questions in dispute shall be adjusted by the following four-step procedure outlined below:

1. A Union representative and a contractor representative shall meet to resolve the grievance within forty-eight (48) hours from the 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 and 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) Stockmen 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 to this Agreement with Local 46 to resolve the grievance within five (5) days from the 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 terms of this Collective Bargaining Agreement. The Labor-Management Representatives shall have authority to reach a binding decision at any time. If the grievance is not resolved, 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 during this meeting, the decision of the arbitrator shall be final and binding. The expense of the arbitrator shall be shared equally by the parties to this Agreement.

Section 1.08 All matters coming before a vote of the Labor-Management Committee shall be decided by majority vote. Four members of the committee, two from each of the parties hereto, shall be a quorum of the transaction of business, but each party shall have the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.09 When a 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, pending a decision in such conciliation or arbitration.

Section 1.10 Any complaint, dispute, or grievance not filed in writing by the complaining party within twenty (20) days of the date of the alleged complaint, dispute or grievance shall be waived.

Section 1.11 **Non-Discrimination.** All provisions of this Agreement, including provisions with respect to wages, hours and conditions of work, shall apply equitably,

fairly and without discrimination to all Employees covered by this Agreement. There shall be no discrimination by either the Union or the Employer against any Employee or job applicant because of race, religion, color, sex, age or national origin.

ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01 **Management's Rights.** 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 the 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 Union's geographical jurisdiction, 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 2.02 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 Employer of any such concession.

Section 2.03 **Recognition Clause.** The Employer recognizes the Union as the exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment.

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 day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.05 In the event that a workman fails to tender the admission fee or a member of the Union fails to maintain his 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 workman within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this paragraph.

Section 2.06 Upon receipt of a voluntary written authorization, the Employer agrees to deduct from the pay of any so authorizing Employee dues, working dues and other assessments authorized by the Employee. The amount shall be the amount specified in the approved Local Union Bylaws and rules. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 2.07 This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its representatives decide to do so; but no removal shall take place until twenty-four (24) hours' notice is first given the Employer involved.

Section 2.08 When such removal takes place the Union or its representatives shall direct the workmen on such job to carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for these by the Employer.

Section 2.09 The representatives of the Union shall be allowed access to any shop or job at any reasonable time where members of the Union are employed. The Employer shall be notified first.

Section 2.10 Stockman duties shall include the pick up and delivery of tools and materials to and from and on the construction project. Stockman duties shall include the movement of tools or material between and within work areas and shall include the unpacking or uncrating of tools and materials. The Stockman may do labor tasks, but shall not install or fabricate material, and they shall not assist either a Journeyman Electrician or Apprentice in the performance of their work under the Wireman's Agreement.

Section 2.11 (a) **Annulment and Subcontracting.** The Local Union is a part of the International Brotherhood of Electrical Workers and 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 (b) 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 work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of their Employees on any electrical 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 violation of paragraph (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 final and binding resolution of disputes.

Section 2.12 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 and laying off Employees, in transferring Employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, 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 2.13 The Union recognizes the right of management to pick up and deliver tools and materials to and from the construction project and Supervisors, Employees, and Apprentices covered under the Inside Wireman's Agreement between the parties to perform the scope of the work covered under this Agreement.

Section 2.14 The Employer shall have and maintain suitable financial status to meet payroll and fringe benefit requirements contained in this Agreement. Failure to promptly pay fringe benefits shall be just cause to invoke the penalty clause as relating to fringe benefit payments.

Section 2.15 The Employer shall notify the Business Manager of the Union within forty-eight (48) hours of the names and social security numbers of all newly hired Employees. Furthermore, the Employer shall not loan or cause to be loaned any member and/or workman covered by this Agreement in his employ, without first securing permission of the Union.

The Union shall maintain an out-of-work list which will be available to the Employer as a source of Employees for this classification. In hiring stockman material handlers, the Employer must first give consideration for employment to stockman on the out-of-work list.

Section 2.16 The Union dispatch slip will advise the Employer of the classification number and the next classification advancement of any stockman referred from the Unions out-of-work list. Union/Trust records will be the primary source of determining the classification number and the next classification advancement of stockman working under this Agreement.

ARTICLE III

WORKING HOURS - WAGE PAYMENTS - WORKING CONDITIONS

Section 3.01 **Hours of Work** Eight continuous hours worked exclusive of a 30 minute lunch period between the hours of 5:00 a.m. and 12:00 Midnight shall constitute the normal workday and five (5) consecutive workdays, Monday through Friday, constitute the normal workweek. A workweek of four (4) consecutive ten (10) hour days, Monday through Thursday or Tuesday through Friday may be authorized by the Labor-Management Committee.

Section 3.02 **Overtime Rate** Time and one-half shall be paid for the first two (2) hours of work, then the overtime rate shall be double the straight time stockman rate of pay for all work performed on the same shift. The first eight hours worked on

Saturday shall be paid at time and one-half. All other overtime shall be paid at the rate of double time.

Section 3.03 **Shift Work** When so elected by the Contractor, multiple shifts may be established and worked. The first shift shall be the day shift. The second shift (swing shift) shall follow the day shift. Workers shall receive eight (8) hours' pay at the day shift rate (regular rate) plus five percent (5%). The third shift (graveyard shift) shall follow the second shift (swing shift). Workers on the graveyard shift shall receive eight (8) hours' pay at the regular hourly rate plus ten percent (10%). This section shall only apply when Journey Wiremen are performing shift work on the same job site, otherwise Section 3.01.01 applies.

Section 3.04 The holidays under this Agreement shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. In the event Employees are required to work any of the aforementioned holidays or days designated as such, they shall be paid at double the straight time hourly rate of pay. No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Union. Workers shall be permitted to observe Martin Luther King, Jr.'s birthday as a holiday with no retaliation of any kind by the Employer providing that they notify the Employer at least two (2) days in advance of their intent to do so.

Section 3.05 **EMPLOYEE CLASSIFICATIONS**

Stockman Level I (875 hours or less). An Employee who has worked less than 875 hours under the terms of this Collective Bargaining Agreement for any signatory Employer.

Stockman Level II (876 hours but less than 1,750 hours). An Employee who has worked more than 876 hours, but less than 1,750 hours under the classification of Stockman I shall be classified as a Stockman II.

Stockman Level III (1,751 hours but less than 3,500) An Employee who has worked under Level II classification for more than 1,750 hours, but less than 3,500 shall be classified as a Stockman Level III.

Stockman Level IV (3,501 hours but less than 7,000) An Employee who has worked under Level III classification for more than 3,500 hours, but less than 7,000 shall be classified as a Stockman Level IV.

Journeyman Stockman (over 7,000 hours) An Employee who has worked under the terms of this Agreement or any other Stockman Agreement over 7,000 hours shall be classified as a Journeyman Stockman.

Leadman. Any stock person whose job requires them to direct, assign, supervise, or oversee the work of more than two (2) stock persons shall receive five percent (5%) above their level rate of pay. Leadmen may work under the terms and conditions of this Agreement in addition to giving

directions, assignments, supervision, or overseeing persons working under this Collective Bargaining Agreement.

Section 3.06 **Computation of Time in Classification.** Excluding Stockman Level I, all time worked under this Agreement or any agreement that has a Stockman/Material Handler classification shall be used to determine the proper Stockman Classification. Date of employment/hours worked shall be used to establish and determine the classification Level of the Stockman. Subsequent classification progression will be determined by the total number of hours worked for all Employers under the Stockman Agreement.

Section 3.07 **WAGES**

Effective 9/3/07	Hours	Minimum Wages
Journeyman Stockman	Over 7,000 hrs.	\$20.84
Stockman IV	3,501 to 7,000 hrs.	\$18.76
Stockman III	1,751 to 3,500 hrs.	\$15.63
Stockman II	876 to 1,750 hrs.	\$13.55
Stockman I	0 to 875 hrs.	\$12.50

Section 3.08 The parties agree to a total wage/fringe increase of \$4.50 (\$1.50 per year) during the terms of this Agreement. On September 3, 2007, \$.50 will be added to Health and Welfare, and the remaining \$1.00 will be applied to wages and NEBF. The remaining increases will go into effect on the first Monday in July of 2008 and 2009. The parties will negotiate the distribution of future increases.

Section 3.09 **Dues Deduction.** By mutual agreement the Employer may deduct working dues and assessments from the wages of its Employees, and forward the money along with the fringe payments to the Administrator. The Employee shall authorize in writing the deduction of dues on a form furnished by the Union. The Employer agrees to make deductions each payroll period in an amount as determined by the Union. In the event an Employer becomes delinquent over fourteen (14) days in paying any fringe benefit associated with this Collective Bargaining Agreement, with written notification by the Union, the Employer shall cease withholding such dues and assessments from the Employee's wages.

Section 3.10 **Wages and Expenses Due Dates.** Wages and other expenses shall be paid weekly on Friday. 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. Checks mailed and not received by Friday shall carry a \$100.00 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 Stockman 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

company shall deliver a replacement check to the job site by the end of the day or be subject to a \$100.00 penalty.

Section 3.11 Any workman being terminated or discharged by the Employer shall be paid all wages. Employees shall receive their checks on the job no later than one (1) hour before quitting time. The Employee may report to the office to receive his check. If Employer elects, his check will be mailed to his home address no later than closing time on Wednesday of the next week. Termination slips shall be provided by the Union. The termination slip shall be completed, when a person leaves their Employer with a copy going to the Union and NECA.

Section 3.12 When workmen are ordered to report for work and are not put to work they shall receive two (2) hours wages unless they are not employed through some fault of their own, or for conditions beyond the Employer's control.

Section 3.13 (a) **Subsistence-Travel Time Pay-Mileage.** On all jobs requiring the Employees to remain away from home overnight, the Employer shall furnish board and lodging and other necessary expenses. Thirty-five (35) dollars per day worked shall be a minimum amount except where adequate subsistence or lodging is furnished on the job by the Employer. Where adequate board and lodging is furnished on the job by the Employer and workmen do not desire to accept such camp facilities, workmen shall be reimbursed at the established cost of such camp facilities as long as they remain on the job.

(b) The Employer shall provide transportation and pay for actual travel time at the regular straight time rate of pay, but in no case to exceed eight (8) hours pay in any one (1) day.

(c) The Employer shall furnish transportation to all workmen during actual working hours on all jobs, traveling from shop to job, job to job, and job to shop. When a workman is requested by the Employer to use his (workman's) private automobile, the Employer will reimburse the workman for the use of said automobile at the rate equal to that provided by the IRS per mile traveled plus all parking fees. However, this does not include any traffic violation tickets. A free travel zone shall exist for a thirty-five (35) mile radius from the point of dispatch. Any special fees for transportation such as ferry fare, bridge tolls, and turnpike fees shall be paid by the Employer. The workman shall not be required to carry material or the Employer's tools at any time in his private automobile. The workman may carry tools and materials that fit in a five (5) gallon bucket in their personal vehicles. No workman shall use his automobile in any manner detrimental to the best interest of other workmen. Workmen may use their own automobiles for their personal transportation to and from the job, before and after working hours, as provided for elsewhere in this section.

Section 3.14 No members shall drive an Employer's automobile or other conveyance before or after actual working hours, unless the Employee is registered with the Union by the Employer.

Any Employer whose permanent place of business is located on one of these zones may use a thirty-five (35) mile radius from the dispatch point as free travel. Any Employee sent across a zone boundary and exceeding the thirty-five (35) mile radius shall receive one-half (1/2) the subsistence rate: across two (2) zone boundaries and exceeding the thirty-five (35) mile radius he shall receive full subsistence pay. But if an Employer hires men from the out-of-work list located in the same zone as the job he will not be obligated to pay subsistence. EXCEPTION: Men dispatched from the Port Angeles Hall to Zone 4 shall paid subsistence unless they are residents of that zone or are sent to a permanent contractor of that zone. (Definition of resident or permanent contractor: They shall have been there at least ninety (90) days prior to start of job.)

Section 3.15 **Traveling Contractors - Travel Expense.** An Employer whose permanent and established place of business is located outside the jurisdiction of Local Union No. 46, IBEW, shall have the same travel expense privileges as granted the local Employers.

- Section 3.16** (a) When the workmen are sent out of the jurisdiction into the jurisdiction of another Local Union by the Employer during the regular working hours, the workmen shall be reimbursed by the Employer for all transportation costs and paid for the actual time traveled, but in no case to exceed eight (8) hours in any one twenty-four (24) hour period. When traveling outside of the regular working hours, the Employer will furnish or reimburse the workman for the actual transportation costs, sleeping facilities, and meals. The time for travel shall be designated by the Employer.
- (b) If the workmen desire to use their own private automobiles, they shall be reimbursed by the Employer for use of same, equivalent to the rail, bus or water transportation fare. When the workmen are requested by the Employer to use their (workmen's) private automobile, the Employer will reimburse the workman for the use of said automobile at the rate equal to that provided by the IRS per mile traveled plus all parking fees. However, this does not include any traffic violation tickets. (Notes: The miles traveled will be by the shortest route and mileage will be paid on the actual miles shown on the various standard road maps.)

ARTICLE IV FRINGE BENEFITS NATIONAL ELECTRIC BENEFIT FUND

- Section 4.01** (a) **National Electric Benefit Fund.** 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 three percent (3%) of gross monthly labor payroll paid to, or accrued by the Employees in this

bargaining unit and a complete 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.

- (b) 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 this Agreement terminated upon seventy-two (72) hours notice in writing upon being served by the Union, provided the individual Employer fails to show satisfactory proof the required payment has been paid to the appropriate local collection agent.

- (c) The failure of an individual Employer to comply with the applicable provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

Section 4.02

- (a) **Health and Welfare.** Each Employer party to this Agreement agrees to contribute the following for each hour worked by each Employee performing work covered by this Agreement to 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).

Effective:	
9/03/07	\$5.45
7/07/08	TBD
7/06/09	TBD

- (b) 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.
- (c) Each Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Local Union No. 46, IBEW 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.
- (d) In addition to the remedies provided in the aforementioned Trust Agreement, in the event of delinquency in the payment of contributions required by this Agreement, Employers who fail to remit regularly shall be subject to having the Agreement terminated upon seventy-two (72) hours' notice in writing, being served on the Employer by the Union, provided the Employer fails to show proof the delinquent payments have been paid to

the Trustees of the Puget Sound Electrical Workers Health and Welfare Trust Fund.

- (e) When an Employer is delinquent in filing the contribution report or paying promptly the Health and Welfare contribution required, it is agreed that the Union shall take such action as appears to the Union to be appropriate to effect collection.
- (f) The failure of an Employer to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electric Workers Health and Welfare Trust Fund shall also constitute a breach of this Labor Agreement.
- (g) In no event, however, shall the trustees be obligated to pursue the collection of delinquent contributions through the grievance-arbitration procedures provided in this Labor Agreement.

Section 4.03 **Local Union Pension.** Each Employer party to this Agreement agrees to contribute the following amount for each hour worked by each Employee performing work covered by this Agreement to the Puget Sound Electrical Workers Pension Trust, a jointly trustee pension trust created pursuant to Section 3.02 (c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).

PUGET SOUND ELECTRICAL WORKERS PENSION
/ANNUITY CONTRIBUTION RATES:

<u>Classification</u>	<u>Pension Rate/Hr</u>	<u>Annuity</u>
Journeyman Stockman	\$1.50	\$.41
Stockman Number 4	\$1.25	\$.37
Stockman Number 3	\$0.75	\$.31
Stockman Number 2	None	N/A
Stockman Number 1	None	N/A

Stockmen employed prior to June 1, 1983 will receive a pension of \$2.30 per hour. The Union will provide the names of stockmen receiving the \$2.30 pension.

- Section 4.04**
- (a) Payments 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 that will be made available for this purpose.
 - (b) 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 Trusts 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.
 - (c) In addition to the remedies provided in the aforementioned Trust

Agreement, in the event of delinquency in the payment of contributions required by this Agreement, Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing, being served on the Employer by the Union, provided the Employer fails to show proof that the delinquent payments have been paid to the Trustees of the Puget Sound Electrical Workers Pension Trust.

- (d) When an Employer is delinquent in filing the contribution report or paying promptly the pension contribution required, it is agreed that the Union shall take such action as appears to the Union to be appropriate to effect collection.
- (e) The failure of an Employer to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust shall also constitute a breach of this Labor Agreement.
- (f) In no event, however, shall the Trustees be obligated to pursue the collection of delinquent contributions through the grievance-arbitration procedure provided in this Labor Agreement.

Section 4.05 VARIABLE ANNUITY

(a) In addition to the amounts set forth above, each Employer agrees to contribute such sums, as may be elected to be paid by Employees working under the several job classifications described by this Agreement, to the Variable Annuity Plan of the Puget Sound Electrical Workers Retirement Annuity Trust Fund. Stockman 1 and 2 are not eligible to participate. 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 the several job classifications described by 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.

(b) 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.

(c) 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.

(d) 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.

Section 4.06 **Vacation Allowance Plan.** All Employers subject to this Collective Bargaining Agreement shall withhold from the pay of each Employee, as a vacation allowance, an amount equal to six percent (6%) of the gross pay nearest the one cent (\$.01) for each compensable hour worked under the terms and conditions of this Collective Bargaining Agreement. The Vacation Allowance Plan shall be administered by the Trustees of the Puget Sound Electrical Workers Health and Welfare Fund.

Each Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Local Union No. 46, IBEW 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.

- (a) Vacation allowance shall be paid to all Employees who are directed by the individual Employer to work on jobs outside of the jurisdiction of Local Union 46, IBEW.
- (b) Should an Employer direct an Employee to work in the jurisdiction of another Local Union having an established vacation allowance plan in its Collective Bargaining Agreement, they shall not be required to contribute the vacation allowance, since the Employer will be required to contribute to a vacation allowance for that Employee in accordance with that particular Local Union's vacation allowance. If that vacation allowance is less than Local Union No. 46 Agreement, the Employer shall pay the difference to Local Union 46, Vacation Plan, for said Employee's account.
- (c) This vacation allowance shall be withheld from the Employee's weekly pay and shall be sent on a monthly transmittal to the designated depositor.
- (d) The Employer shall make legal payroll withholding for income tax, social security, unemployment insurance, etc., from the total of wages including vacation allowance and shall then withhold the full amount of the vacation allowance for transmittal on a monthly basis to the trust.
- (e) The monthly transmittal shall cover every Employee subject to this Agreement on the payroll for all payroll weeks ending with the calendar month.
- (f) The monthly transmittal form and accompanying check must be received

by the Trust no later than the fifteenth (15th) of the following month.

- (g) It is understood that vacation shall be taken by the Employee at such time as mutually agreed upon between the Employer and the Employee. No Employee shall be denied the right to two (2) weeks vacation time off when the vacation allowance accumulated is less than two (2) weeks normal pay.
- (h) Any Employee who is unable to take vacation at the time agreed upon as provided for above, either because of accident or sickness or because he/she is required by their Employer to work during that period shall be granted his/her vacation by the Employer as soon thereafter as is reasonably convenient. When the Employee is so required by the Employer to work during the vacation period as previously decided upon, the Employee shall be paid for work during that period at one and one-half (1 ½) times the regular rate of pay.

Section 4.07 Any Employer who does not have a fringe benefit bond as required under the Inside Wireman Agreement, shall not be permitted to employ Stockman under this Agreement.

Section 4.08 **Administrative Maintenance Fund (AMF)**. Effective September 3, 2007, Employers signatory to this Labor Agreement with Local Union 46, IBEW, shall contribute three quarters of one percent (.75%) of productive labor payroll as reported on their 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. The AMF contribution shall be submitted with all other fringe benefits as delineated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the administrator receiving said funds.

ARTICLE V OTHER

Section 5.01 **Employee Driving Records** The parties to this Agreement recognize the workmen employed under the Agreement are regularly required to operate the Employer's motor vehicles. Employees who drive the Employers' vehicle must maintain a good driving record (subject to inspection by the Employer), as well as follow the Employers' instructions as to the care and operation of the vehicle. Negligence or a poor driving record on the part of the Employee regarding the above will be considered a serious matter and may result in discipline and/or termination of the Employee.

Section 5.02 **Commercial Drivers License** If the motor vehicle laws of the State of Washington require an Employee to obtain a "CDL" endorsement to their drivers' license in order to operate an Employer's vehicle, the cost of obtaining said endorsement shall be provided by the Employer.

Section 5.03 **Substance Abuse** The Parties agree to utilize the Portland Electrical Industry Drug Free Workplace Program and be bound by the policy and procedures of that Plan. All costs of the Plan will be borne by the Employers.

Section 5.04 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision 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 VI STOCKMAN REFERRAL

Section 6.01 **Referral Procedures** 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 interest 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. If the referral system is utilized by the contractor, the Union dispatch slip will advise the Employer of the classification number and the next classification advancement date of any Stockman referred from the Union's out-of-work list. The Union dispatch slip records will be the primary source of determining the classification number, anniversary date, and pension contribution of any Stockman working under this Agreement.

Group I: All applicants for employment who have worked more than eight (8) months under Local 46, IBEW Stockman Agreement.

Group II: All applicants for employment who have been experienced in the electrical industry and who have been employed under a Collective Bargaining Agreement to the parties of this Agreement.

Group III: All other applicants for employment.

Section 6.02 The Union shall maintain an "out-of-work list" which shall list the applicants within each Group in chronological order or the dates they register their availability for employment.

Section 6.03 An applicant who has registered on the "out-of-work list" must renew their application every thirty (30) days or their name will be removed from the "list".

Section 6.04 An applicant who is hired and receives, through no fault of their own, work of ten (10) business days or less, excluding holidays, shall upon registration, be restored to their appropriate place within their Group as provided by the Union's internal policy.

EFFECTIVE DATE: This Agreement, as consolidated, shall become effective as of the 3rd day of September 2007.

IN WITNESS THEREOF: The aforementioned have executed this consolidated, permanent, continuing, Collective Bargaining Agreement dated _____.

SIGNED FOR:

**THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, IBEW LOCAL
UNION 46**

**THE PUGET SOUND CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION**

Gary A. Price, Business Manager
and Financial Secretary

Barry W. Sherman, Executive Director

Date

Date

**SUBJECT TO APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**