

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
IBEW LOCAL UNION NO. 46
AND
PUGET SOUND CHAPTER, NECA
REST PERIODS AGREEMENT EFFECTIVE
February 1, 2024**

INTENT

It is the intent of IBEW Local Union No. 46 and Puget Sound Chapter, NECA to memorialize standard approaches that reflect the parties' historical practices under the CBA's and are mutually beneficial for both Employee and Employer and regarding the interpretation of Local 46-NECA Collective Bargaining Agreements and compliance with Washington State Law as to the number of, and length of, Daily Rest Periods, also referred to as Break Times.

This MOU will be applicable to the Inside Construction, Residential, Sound & Communications, Stockman, and Light Fixture Maintenance Agreements ("Local 46-NECA CBA's").

The Parties recognize that per the Revised Code of Washington (RCW) 49.12.187, a Collective Bargaining Agreement may supersede the conditions required by the State as to Employee Rest Periods, as long as these subjects are specifically addressed.

REST PERIOD AGREEMENT

Local 46 and NECA agree that:

1. On 8-hour shifts, the Employee shall be allowed one (1) Rest Period (Break), on the Employer's time, of a period not to exceed twenty (20) minutes in duration, which shall be paid. This Rest Period shall occur no later than three (3) hours after the beginning of the shift. No second Rest Period (Break) will be required.

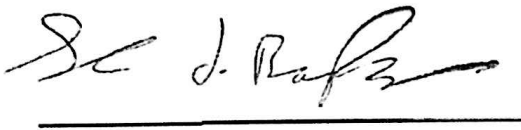
2. On 10-hour shifts, the Employee shall be allowed one (1) Rest Period (Break), of a period not to exceed fifteen (15) minutes in duration, which shall be paid. This Rest Period shall occur no later than three (3) hours after the beginning of the shift. Employees shall be allowed a second Rest Period (Break), of a period not to exceed fifteen (15) minutes in duration, which shall be paid. This Rest Period (Break) will occur no later than after eight (8) hours of work on the ten (10) hour shift.

3. Recognizing that worksite conditions vary, the Employer shall designate the location for the Rest Periods to be taken. The location may vary from day to day and from project to project.

4. Employees not working on traditional jobsites and/or crews (such as Service Truck Drivers) will coordinate with their Employer to ensure that the appropriate Rest Periods are taken in accordance with this MOU.

5. This MOU shall remain in full force and effect from February 1, 2024, through May 31, 2027. In the event either party gives notice that it wishes to terminate or negotiate a successor MOU following May 31, 2027, the MOU shall remain in effect until the parties mutually agree to the terms of a successor agreement or mutually agree to terminate the agreement.

IT IS SO AGREED:



Sean Bagsby
Business Manager/Financial Secretary
IBEW Local Union No. 46
Seattle, WA

1/18/24

Date



Jameson Schwetz
Executive Director
Puget Sound Chapter, NECA

1/18/2024

Date