



International Brotherhood of Electrical Workers Local • 46  
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May 31, 2024

**ATTENTION LIMITED ENERGY UNIT MEMBERS:**

- We have an offer to vote on.
- It is a package offer of \$12.75, making CIR mandatory and has an MOU to discuss holidays.
- **THE MANDATORY CIR TAKES AWAY YOUR RIGHT TO STRIKE.** Meaning, if this offer is accepted, you will not have the ability to go on strike.
- Please attend the Limited Energy Unit meeting Wednesday, June 5<sup>th</sup> at 5:00 pm to discuss and ask questions.
- The vote will be held on June 6<sup>th</sup> (more details to come).

**YOUR SMALL COMMITTEE DOES NOT RECOMMEND THIS OFFER!**

**WE NEED EVERYONE TO VOTE!**

One day longer, one day stronger.



**Megan Kirby (She/They)**  
Limited Energy Business  
Representative & Press  
Secretary  
IBEW Local 46  
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**Section 1:01 TERM OF AGREEMENT**

This agreement shall take effect ~~February 1, 2021~~ **April 1, 2024**, and shall remain in effect until ~~March 31, 2024~~ **March 31, 2027**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from April 1<sup>st</sup>, through January 31<sup>st</sup> of each year unless changed or terminated in the way later provided therein.

**(1.06) - GRIEVANCE PROCEDURE-**

4. In the event the grievance is not resolved in step three, ~~Representatives of the Labor Management Committee, one from each side,~~ **the NECA Chapter Executive and IBEW Business Manager** shall meet within (five) 5 business 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 scope and terms of this Collective Bargaining Agreement. ~~The Labor Management Representatives~~ **The NECA Chapter Executive and IBEW Business Manager** 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.

**(1.07) LABOR MANAGEMENT COMMITTEE – Delete Section**

~~All matters coming before the Labor Management Committee shall be decided by majority vote. Four (4) members of the committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.~~

~~The Labor Management Committee shall meet within five (5) working days when notice is given by any member thereof that an unresolved dispute within the jurisdiction of the Committee exists.~~

**Section 1.10 NON-DISCRIMINATION**

All provisions of the 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 Employer or job applicant because of race, religion, color, sex, age, or national origin or any other status or condition protected under local, state, and federal laws. **Both the Union and the Employer recognize that our industry is strengthened by drawing on a diverse workforce. Both the Union and Employer are committed to providing an inclusive and welcoming environment for everyone covered under this agreement.**

**Section 3.08 FRINGE CONTRIBUTIONS**

**(a) JATC**

Effective Date	Hourly Rate
February 5, 2024	\$.64
<b>February 3, 2025</b>	<b>\$.58 .67</b>
<b>February 2, 2026</b>	<b>\$.61 .70</b>
<b>February 1, 2027</b>	<b>\$.64 .73</b>

**Section 3.09 CLASSIFICATIONS**

**(a) JOURNEY TECHNICIAN LIMITED ENERGY ELECTRICIAN**

The term "Journey Technician" **Limited Energy Electrician** shall apply to individuals

who hold a valid, current, EL06 Limited Energy License issued by the Washington State Department of Labor and Industries and 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) APPRENTICE**

The term "Apprentice" shall apply to individuals registered in a NECA/IBEW JATC Sound & Communication program.

**(c) JOURNEY TECHNICIAN**

The term "Journey Technician" shall apply only 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. Journey Technician shall be encouraged to work towards obtaining their EL06. Journey Technicians shall not be assigned by the employer as the Immediate Supervisor of a Registered Apprentice.

(d) The term "Installer" shall apply to individuals not classified as Limited Energy Electrician, Journey Technician or Apprentice. 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 Limited Energy Electrician or a Journey Technician. Installers shall not be assigned by the Employer as the Immediate Supervisor of a registered apprentice. Installers shall be encouraged to apply and work towards qualifying for an approved Apprenticeship program. Installers may advance to Journey 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 the 9<sup>th</sup> District Sound & Communication Technician Exam which will be administered by PSEJATC. "Successfully Pass" is defined as passing five (5) of the six (6) tests (including the two (2) Mandatory subjects). PSEJATC shall provide all test results for this exam to IBEW Local 46 and Puget Sound Chapter, NECA.

**(e) FOREMAN FOREPERSON**

The term "Foreman" "Foreperson" shall apply to individuals who are able to perform all duties of the Limited Energy Electrician, Journey Technician and who have Foreman Foreperson status. Foreman Foreperson are required to hold a current First Aid Card and will be encouraged to take Foreman's Foreperson Training. Foreman Forepersons/Technicians shall receive a minimum of 10% above the Limited Energy Electrician Journey Technicians base rate pay. On any job where seven (7) twelve (12) or more Journey Technicians workers are employed, a Foreman Foreperson shall be designated. No Foreman Foreperson shall have more than twelve (12) twenty (20) Journey Technicians workers per crew.

**(f) GENERAL FOREPERSON**

When the second Foreperson is required, each employer shall designate a General Foreperson. General Foreperson Electricians shall receive a minimum of 20% above the Limited Energy Electrician base rate of pay.

**(g) CERTIFICATION REQUIREMENTS**

Effective 2, 2023 all employees in all classifications covered by this agreement shall have in their possession, at all times, one of the following:

- (1) A valid, current, EL01 General Electrical Certificate issued by the Washington State Department of Labor and Industries; or
- (2) A valid, current, EL01 General Electrical Certificate issued by the Washington State Department of Labor and Industries;
- (3) A valid, current, Trainee Certificate issued by the Washington State Department of Labor and Industries.

### **Section 3:14 TRAVEL**

(e) Effective February 7, 2022, for any work performed South of Mercer Street, North of Royal Brougham and West of 1-5 to Elliot Bay, there shall be a \$1.50 per hour premium for all classifications to compensate for additional transportation costs in the Downtown Seattle Core Area. Additionally, any work performed South of N. 40th Street, West of 1-5, East of Highway 99 (Aurora) and North of Mercer Street shall include the \$1.50 per hour premium for all classifications. ~~The premium listed in this section will not apply for employees working in the above designated areas where there is free and ample parking.~~

- (a) Effective February 3, 2025, for any work performed South of Mercer Street, North of Royal Brougham and West of 1-5 to Elliot Bay, there shall be a \$2.00 per hour premium for all classifications to compensate for additional transportation costs in the Downtown Seattle Core Area.

Additionally, any work performed South of N. 40<sup>th</sup> Street, West of 1-5, East of Highway 99 (Aurora) and North of Mercer Street shall include the \$2.00 per hour premium for all classifications.

Additionally, for any work performed South of NE 12<sup>th</sup> Street, North of Main Street, West of 116<sup>th</sup> Avenue NE, and East of 100<sup>th</sup> Avenue NE, there shall be a \$2.00 per hour premium paid for all classifications to compensate for additional transportation costs in the Downtown Bellevue Core Area.

Additionally, any increase to the premium and/or expansion of the zone secured in future negotiations by any of the other NECA/IBEW construction units shall also be implemented for the Limited Energy CBA on the same date as those contracts.

The premium listed in this section will not apply for employees working in the above designated areas where there is free and ample parking or when paid parking is provided.

- (b) **TRAVEL TIME:** If an Employee is ordered to report to a job outside of the thirty-five (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 rate of pay. If a personal vehicle is required, mileage shall be paid at the current IRS rate for travel outside of the thirty-five (35) mile radius. This section shall reference three (3) points of dispatch POD. Each point shall have a thirty-five (35) mile radius free travel zone. One POD is Puget Sound Electrical JATC IBEW Local 46 Kent Office located at 19802 62<sup>nd</sup> Ave S, Suite 105 Kent, WA 90832; one second POD is the IBEW Local 46 Silverdale office located at 11871 Silverdale Way NW Suite 111, Silverdale WA 98383; and the third POD is the IBEW Local 46 Port Angeles Office Located at 721 E. First Street, Port Angeles, WA 98362. Dispatch requests must state which location shall be referenced for each Employee dispatched.

### **Section 3.17 – WORKER ACCOMODATIONS**

(c) The Employer shall comply with all City Ordinances and State Laws regarding break and meal periods, potable ~~drinking~~ water, and toilet facilities. For Jobsites employing 8 or more bargaining unit members, the Employer shall ensure that a suitable area for eating lunch is available. This area may be provided/utilized by the General Contractor and/or other subcontractors.

**(d) REST PERIODS**

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 the subjects are specifically addressed.

1. On 8-hour shifts, the Employee shall be allowed on (1) Rest Period (break), on the Employers 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.

**Section 4.13**

9<sup>th</sup> District Existing Language:

The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer to the first applicant on the register possessing such skills and abilities.
- (b) NICET II & FA-1 – The Employer shall pay Employees requiring a NICET II or FA-1 Certification 10% above Limited Energy Electrician. This provision shall only apply to projects requiring a NICET II or FA-1 certified worker.

**(5.02) FRINGE BENEFIT BOND**

Employers shall be required to post a fringe benefit bond with the Administrative Agent of the Puget Sound Electrical Workers Trust Funds 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, in accordance with the chart below.

1 to 10 workers	<del>\$10,000 bond</del> \$20,000 bond
11-25 workers	<del>\$20,000 bond</del> \$40,000 bond
26-50 workers	<del>\$50,000 bond</del> \$75,000 bond
51 or more workers	<del>\$100,00 bond</del> \$150,000 bond

The Parties agree to establish one bond, as specified above, to cover employees working under all construction agreements through a Letter of Understanding. Contractor bond levels will be reviewed on a quarterly basis by the Trust Funds' Third-Party Administrator. An Employers' total number of bargaining unit employees will dictate the appropriate bond level as specified above.

## **FOREMAN – ALL REFERENCES**

Change all references in the Addendum from Foreman to Foreperson.

### **Section 4.05 REGISTRATION OF APPLICANTS**

#### **JOURNEY TECHNICIAN LIMITED ENERGY ELECTRICIAN**

##### **GROUP I**

- 1) All applicants who 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 46 and have obtained an EL06, Limited Energy Certificate issued by the State of Washington.
- 2) Have worked three (3) years and six thousand (6,000) hours in the Sound & Communication industry and have successfully passed the 9<sup>th</sup> District Sound & Communication Technician Exam, which will be administered by PSEJATC, 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 46. "Successfully Pass" is defined as passing five (5) of the six (6) tests (including the two (2) Mandatory subjects). PSEJATC shall provide all test results for this exam to IBEW Local 46 and Puget Sound Chapter, NECA; 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 46.

##### **GROUP II**

- 1) All applicants who have obtained an EL06, Limited Energy Certificate issued by the State of Washington not meeting the requirements of Group I; OR
- 2) All applicants who meet the requirements for Group I in any other signatory Local Union:  
OR
- 3) All applicants who have worked three (3) years and six thousand (6,000) hours in the Sound & Communications industry and have successfully passed the 9<sup>th</sup> District Sound & Communication Technicians Exam, which will be administered by PSEJATC. "Successfully Pass" is defined as passing five (5) of the six (6) tests (including the two (2) Mandatory subjects). PSEJATC shall provide all test results for this exam to IBEW Local 46 and Puget Sound Chapter, NECA.

##### **GROUP III**

All applicants having the required years and hours of experience in the industry not meeting the requirements of Group I or II.

## **INSTALLER**

Only GROUP I and GROUP II Installers shall be eligible for dispatch when the total numbers of Installers currently working exceeds 25% of the entire Local 46 Sound and Communication Unit effective January 1, 2014.

**GROUP I**

All applicants having 3,001 hours or more experience in the industry in the geographical jurisdiction of IBEW Local 46.

**GROUP II**

All applicants having 2,001-3,000 hours experience in the industry in the geographical jurisdiction of IBEW Local 46.

**GROUP III**

All applicants not meeting the requirements for Group I or Group II. Group III, who have not previously worked under this Agreement, shall not be eligible for dispatch when PSEJATC notifies Puget Sound Chapter, NECA and IBEW Local 46 there are ten (10) or more Sound & Communication Apprentices registered and available for dispatch with PSEJATC. PSEJATC shall notify Puget Sound Chapter, NECA and IBEW Local 46 when available Sound & Communication Apprentices drop below ten (10). When fifteen (15) or more Apprentices are on the out of work list for a period of three consecutive weeks, Group III Installers shall not be eligible for dispatch.

**Section 4.20 LAY OFF PROCEDURES**

Group 3 Installers shall be laid off before any level of Apprentice, until such time as crew size is reduced to five (5) workers or less.

**SOUND & COMMUNICATION NEGOTIATIONS**

**NECA PACKAGE PROPOSAL #1**

**Section 1.01-1.10 & 3.07**

**5-30-2024**

This package proposal includes the below economic package, Category 1 Standard CIR language, and MOU as attached on the following pages. This package proposal will go into effect on June 10<sup>th</sup>, or 2<sup>nd</sup> Monday after acceptance, whichever is later.

**Section 3.07 TOTAL WAGES/FRINGES PACKAGE INCREASES**

August 5, 2024:	\$1.00
February 3, 2025:	\$2.50
August 4, 2025:	\$1.25
February 2, 2026:	\$3.25
August 3, 2026:	\$1.50
February 1, 2027:	\$3.25

## **ARTICLE I**

### **EFFECTIVE DATE-CHANGES-GRIEVANCES-DISPUTES**

#### **Section 1.01 — TERM OF AGREEMENT**

This Agreement shall take effect February 1, 2021 and shall remain in effect until March 31, 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from April 1<sup>st</sup> through March 31<sup>st</sup> of each year unless changed or terminated in the way later provided therein.

#### **Section 1.02 — CHANGES, TERMINATION & ARBITRATION**

- (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.
- (f) When a case has been mutually submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (g) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

#### **Section 1.06 — GRIEVANCE PROCEDURE**

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) business 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) business 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) business 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 twenty (20) calendar days of the alleged complaint, dispute or grievance shall be waived.~~

## ARTICLE I STANDARD CIR

### EFFECTIVE DATE/ CHANGES/GRIEVANCES/DISPUTES

#### EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect April 1, 2024, and shall remain in effect until March 31, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from April 1<sup>st</sup> through March 31<sup>st</sup> of each year, unless changed or terminated in the way later provided herein.

#### CHANGES:

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 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(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.

(c). The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the

expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

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 to 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.

#### GRIEVANCES/DISPUTES:

Section 1.05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. *In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.*

Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10. *Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 20 working days of its occurrence shall be deemed to no longer exist.*

**MEMORANDUM OF UNDERSTANDING BY AND**

**BETWEEN**

**IBEW LOCAL UNION NO. 46 AND**

**PUGET SOUND CHAPTER, NECA**

**PAID TIME OFF AND PAID HOLIDAYS REVIEW COMMITTEE**

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IBEW Local Union No. 46 and Puget Sound Chapter, NECA agree to form a Committee to meet, beginning no later than August 31, 2024, to explore all facets of the costs, impacts and feasibility of NECA and IBEW implementing a program which may include Paid Time Off (PTO) and Paid Holidays.

Each Party will assign 3 members to this Committee. The Committee shall meet at least once a month, until such time as all information on these subjects has been obtained, reviewed and discussed.

The recommendations of the Committee are not binding on either IBEW, L.U. 46 nor Puget Sound Chapter, NECA.

THIS MEMORANDUM IS AGREED TO AND SIGNED ON \_\_\_\_\_, 2024.

PUGET SOUND CHAPTER, NATIONAL ELECTRICAL CONTRACTORS	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, ASSOCIATION LOCAL UNION NO. 46
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Jameson Schwetz  
Executive Director

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Sean Bagsby  
Business Manager and Financial  
Secretary

**PLEASE NOTE: The Local 46 Limited Energy Small Committee, Business Representatives, and Business Manager DO NOT endorse this package proposal due to the mandatory CIR language and changes to the grievance procedure.**