

INSIDE WIRE NEGOTIATED ITEMS – 2024:

ITEMS TENTATIVELY AGREED TO:

1. **Section 1.01** This Agreement shall take effect June 1, 2021 **2024**, and shall remain in effect until May 31, 2024 **2027**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1, through May 31 of each year unless changed or terminated in the way later provided therein.

2. **Section 1.06**
 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 Director and the IBEW Local 46 Business Manager, or their appointed representatives,** shall meet within five (5) days of the completion of step three and select an arbitrator **either** by alternately striking from a list of five (5) names supplied by the Federal Mediation and Conciliation Service- **or another method agreed upon by both parties.** 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~~ **NECA Chapter Executive Director and the IBEW Local 46 Business Manager, or their appointed 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.

3. **Section 1.10 GENDER REFERENCES:** ~~Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to all genders.~~ The parties agree to continue the effort to revise non neutral gender references in this agreement to be inclusive of all genders in future agreements.

4. **Section 2.06 FOREMAN **FOREPERSON** BY NAME CLAUSE**
 - (d) Foreman **Forepersons** shall have a valid first aid card with CPR certification as required by Washington State and adhere to any other state laws, which are required by statute, and have completed a minimum twenty-four (24) hour JATC or NECA Foreman **Foreperson** Training Class. **The Foreperson training shall include Diversity Education.** The NECA Foreman **Foreperson** Training Class shall include four (4) hours of training on COMET presented by the IBEW, and shall also include four (4) hours of training on the Labor Agreement presented jointly by NECA and the IBEW. A Journeyman **Journey-Level Electrician** may act as a Foreman **Foreperson** if they have signed up for the next available JATC or NECA Foreman **Foreperson** Training Class but may not continue to work as a Foreman **Foreperson** if ~~he or she does~~ **they do** not successfully complete that class. Training provisions shall apply to all existing Foreman **Forepersons**.

5. Section 2.13 JOB STEWARDS

- (a) The Union shall have the right to appoint a Steward at any job where six (6) or more bargaining unit members are employed. The Business Manager shall notify the Employer, in writing, of the appointment of a Steward. Such appointed Steward shall remain at such job, except when terminated for cause or until such job has been reduced to core personnel. Choice of core personnel shall be decided by the Employer. Core personnel shall include all Foremen, General Foremen, transferred personnel, apprentices and individuals referred from the hiring hall prior to the appointment date of the Steward. Stewards appointed under this Section of the Agreement shall have received Steward training by the Union, and other training as developed by the Joint Labor-Management Committee that would assist a Steward in the performance of their duties. On jobs where Stewards are appointed and on site, a Steward shall be present during the layoff of all workers on that job.

6. Section 3.02 STANDARD HOURS STARTING TIME / REST PERIODS

- (a) Work under this Agreement shall be on the basis of eight (8) hours per day between the hours of six (6:00) a.m., and four-thirty (4:30) p.m., with thirty (30) minutes for a meal period, after not more than five (5) hours of work. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a workweek. JATC Training Director may alter the six (6:00) a.m. start time for Apprentices to six-thirty (6:30) a.m. as the situation warrants.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

7. Section 3.08 WAGES AND FRINGE SCHEDULE

(b) CLASSIFICATIONS AND RATES OF PAY JOURNEYMAN WIREMAN and JOURNEYMAN TECHNICIAN

February 1, 2021 ~~2024~~ \$60.82 ~~\$72.05~~

8. Section 3.08 WAGES AND FRINGE SCHEDULE

(e) LOCAL HEALTHCARE

~~\$10.20~~ **\$11.78** contribution per hour worked.

9. Section 3.08 WAGES AND FRINGE SCHEDULE

(f) PENSION: 1st and 2nd period apprentices shall receive a contribution of \$.10 per hour worked into the Pension. Effective February 4, 2019, 1st and 2nd period apprentices shall receive a contribution of \$.25 per hour worked into the Pension. All other apprentices in the six (6) period program shall be paid a percentage of the pension equal to the percentage applied in determining wages.

~~\$10.38~~ **\$11.93** contribution per hour worked.

10. Section 3.08 WAGES AND FRINGE SCHEDULE

(g) ANNUITY/401K: 1st and 2nd period apprentices shall receive a contribution of \$.10 per hour worked into the Annuity. Effective February 4, 2019, 1st and 2nd period apprentices shall receive a contribution of \$.25 per hour worked into the Annuity. All other apprentices in the six (6) period program shall be paid a percentage of the annuity equal to the percentage applied in determining wages.

~~\$2.25~~ **\$3.05** contribution per hour worked.

11. 3.08 WAGES AND FRINGE SCHEDULE

(h) **JATC:** To be paid on all hours worked.

~~\$.83~~ **\$.95** contribution per hour worked.

Effective Date	Increase	Total Contribution
February 7, 2022 3, 2025	\$.04 \$.02	\$.87 \$.97
February 6, 2023 2, 2026	\$.04 \$.02	\$.94 \$.99
February 5, 2024 1, 2027	\$.04 \$.01	\$.95 \$1.00

12. Section 3.09 WAGES AND EXPENSES DUE DATE

(a) The pay period shall be seven (7) consecutive day's duration, and wages shall be paid by the Friday following the pay period. The Employer shall have the option of either mailing the paycheck, giving it to the Employee on Friday, **or, if approved by the Employee, utilizing Electronic Funds Transfer (Direct Deposit).** 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 electrician retains the envelope with the postage date stamp. Whether or not it is 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 **or Electronic Funds Transfer (Direct Deposit)** by the start of the day shift on Monday and notifies the Employer by no later than ten (10:00) a.m. on Monday, the company shall deliver a replacement check to the job site by the end of the day shift or be subject to a one hundred dollars (\$100.00) penalty for that day and a one hundred dollars (\$100.00) penalty per day for every day the check **or Electronic Funds Transfer (Direct Deposit)** is late thereafter. This clause is applicable in the case of NSF checks. An NSF check shall be treated as if the Employee did not receive a check. Checks that are more than one hundred dollars (\$100.00) short of the amount owed to the employee shall be applicable to this section. Checks that are short one hundred dollars (\$100.00) or less than the amount owed to the employee may be corrected on the next normal pay period. When any employee's check is not corrected on the next normal payday, the employer shall pay the employee a fifty dollar (\$50.00) penalty per week until the error is corrected.

13. Section 3.10 PAYMENT OF WAGES/ LAYOFF OF WORKERS

(a) **PAYMENT OF WAGES:** Any Employee who voluntarily terminates or is discharged for cause may have their wages paid by mail or Electronic Funds Transfer (Direct Deposit) if previously approved by the Employee, at the next regular pay period. If the employee is laid off, the Employer shall have the option of mailing the check, using the Employee approved Electronic Funds Transfer process, or the Employee has the option of picking up the check at the main office at the end of the next business day or by mail per Section 3.09(a). Two (2) hours penalty time, at the straight time rate, will be paid if the error in severance pay exceeds four (4) hours of wages. However, such errors shall be corrected before the end of the Employer's next regular working day (Monday through Friday). The Employee shall pick up the check at the Employer's office or request that it either be mailed to the Employee or sent via Electronic Funds Transfer for the amount in error. This clause is applicable in the case of NSF checks. An NSF check shall be treated as if the Employee did not receive a check. The Employee shall be paid eight (8) hours at the applicable shift rate for each day (Monday through Friday) until the Employee is made whole for all payroll and penalties owed. This section shall not apply to NSF checks due to bank errors. However, the Employer shall be held strictly accountable for any documented returned check charges by the Employee, if the Employee notifies the Employer immediately of the NSF check.

14. Section 3.10 PAYMENT OF WAGES/ LAYOFF OF WORKERS

(e) **STATEMENT OF EARNINGS AND DEDUCTIONS:** An itemized detachable statement on all earnings and deductions shall be attached to each paycheck. The Employer may email or utilize an electronic portal for Employees to access the earnings and deductions statements.

15. **Section 3.18 SHOW UP TIME:** (b) When workmen Employees are directed to report to the job and are ordered not to start work due to weather conditions, lack of material or causes beyond their control, they shall receive not less than two (2) hour's pay. No compensation will be paid when the Employee receives notification at least two (2) hours prior to start time from the Employer Representative.

16. Section 3.20 SUBSISTENCE/TRAVEL TIME/BUSSING/MILEAGE

(a) **SUBSISTENCE:** On all jobs requiring the Employee to remain away from home overnight, the Employer shall furnish reasonable meals lodging and other necessary expenses. ~~Forty-six (\$46)~~ Fifty-four dollars (\$54) per day shall be the minimum stipend for meals. Effective August 2nd ~~5th~~, 2021 ~~2024~~ 2024 this stipend shall increase to ~~Fifty-Four (\$54)~~ Sixty dollars (\$60).

17. Section 3.23

CONDITIONS WHILE WORKING IN OTHER JURISDICTIONS

(a) When workers are sent out of the jurisdiction of Local Union No. 46, the Employer will be required to pay the workers the wage rate of the Local Union which has the highest rate of pay, pay their vacation pay in accordance with Section 4.07 and pay their Healthcare contribution to the Puget Sound Electrical Healthcare Trust Fund. But, in the event that the other Local Union has a Healthcare and pension program, all applicable reciprocity Agreements subscribed to by Local 46 shall apply. There shall be mandatory reciprocity of benefits as workers brought into the jurisdiction of Local 46 under manpower reciprocity Agreements, however, Local 46 wage and benefit packages shall apply. Should the worker be required to remain away from home overnight, the Employer shall furnish reasonable meals, lodging, and other necessary expenses. ~~Forty-six dollars (\$46.00)~~ **Fifty-Four dollars (\$54)** per day shall be the minimum stipend for meals. Effective August 2nd 5, 2024 **2024** this stipend shall increase to ~~Fifty-Four dollars (\$54)~~ **Sixty dollars (\$60)**.

18. Section 4.02

FRINGE BENEFIT BOND

(a) 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.

			Effective 1/1/2022	1/1/2026
1 to 10 workers	\$10,000	\$20,000 bond	\$20,000 bond	\$30,000
11 to 25 workers	\$20,000	\$40,000 bond	\$40,000 bond	\$50,000
26 to 50 workers	\$50,000	\$75,000 bond	\$75,000 bond	\$100,000
51 or more workers	\$100,000	\$150,000 bond	\$150,000 bond	\$200,000

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 Employer's total number of bargaining unit employees will dictate the appropriate bond level as specified above.

19. Section 4.03

LOCAL HEALTHCARE

(a) 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 Healthcare Trust Fund, a jointly trusted welfare trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).

~~\$10.20~~ **\$11.78** contribution per hour worked.

20. Section 4.04 (a) LOCAL UNION PENSION:

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

The Employer agrees to contribute ~~ten dollars and thirty eight cents (\$10.38)~~ **eleven dollars and ninety three cents (\$11.93)** contribution per hour worked for Journeymen. The Employer agrees to contribute ten cents (\$.10) per hour worked for First and Second Period Apprentices. Effective February 4, 2019, 1st and 2nd period apprentices shall receive a contribution of twenty-five cents (\$.25) per hour worked into the Pension. All other apprentices in the six (6) period program shall be paid a percentage of the pension equal to the percentage applied in determining wages.

21. Section 4.05(a) PUGET SOUND ELECTRICAL WORKERS 401(k) SAVINGS PLAN – EMPLOYER CONTRIBUTIONS:

The Puget Sound Electrical Workers 401(k) Savings Plan Trust. 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 401(k) Savings Plan Trust, as Amended and Restated Effective September 1, 2016, and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

The Employer agrees to contribute \$2.25 **\$3.05** per hour worked for Journeymen. The Employer agrees to contribute ten-cents cents (\$.10) per hour worked for First and Second Period Apprentices. Effective February 4, 2019, 1st and 2nd period apprentices shall receive a contribution of twenty-five cents (\$.25) per hour worked into the 401K Plan. All other apprentices in the six (6) period program shall be paid a percentage of the 401(k) contribution equal to the percentage applied in determining wages.

22. Section 5.14 (b) An applicant who is discharged for cause two (2) times within a twelve (12)-month period shall be referred to the ~~neutral member of the Appeals Committee~~ **Local Union Business Manager** for a determination as to the applicant's continued eligibility for referral. The ~~neutral member of the Appeals Committee~~ **Local Union Business Manager** shall, within three (3) business days, review the qualifications of the applicant and the reasons for the discharges. The ~~neutral member of the Appeals Committee~~ **Local Union Business Manager** may, in his or her **their** sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four (4) weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her **their** appropriate place on the referral list.

- 23. Article XII -** Delete Section 7.10
- Remove “indentured” & “unindentured” and replace with “registered” where applicable to be consistent with State Law.
- 24. Entire CBA -** Change gendered language to gender neutral language, i.e.: Foreman to Foreperson; Journeyman to Journey Level Electrician. Builds a more inclusive industry standard, and complies with WAC 162.16.260.
- 25. SCHOOLS & SMALL JOBS MOU:**

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
IBEW LOCAL UNION NO. 46
AND
PUGET SOUND CHAPTER, NECA
SCHOOLS AND SMALL JOBS PROGRAM
EFFECTIVE JUNE 1, 2024 THROUGH MAY 31, 2027**

THIS MEMORANDUM IS CONTINGENT ON NOTIFICATION TO THE IBEW LOCAL 46 DISPATCH OFFICE **7-DAYS PRIOR TO THE START OF THE PROJECT. THE NOTIFICATION MUST INCLUDE** SHOWING THE LOCATION, EXPECTED DURATION AND TOTAL LABOR HOURS FOR EACH JOB. THE DISPATCH OFFICE WILL CONFIRM BY EMAIL TO THE EMPLOYER. CONTRACTORS WHO ARE DELINQUENT IN TRUST CONTRIBUTIONS ARE NOT ELIGIBLE TO UTILIZE THIS MOU. IN THE EVENT A CONTRACTOR BECOMES DELINQUENT SUBSEQUENT TO STARTING A PROJECT UNDER THIS MOU, SAID CONTRACTOR SHALL BECOME DISQUALIFIED FROM USING THIS MOU. SAID PROJECT(S) SHALL REVERT TO THE TERMS AND CONDITIONS OF THE INSIDE CONSTRUCTION AGREEMENT.

INTENT

It is the intent of the Puget Sound Chapter, NECA and IBEW Local Union No. 46 to recapture market share for signatory contractors and provide employment opportunities for Union members by implementing a Schools and Small Jobs Program.

SCOPE OF WORK

The scope of work covered under this program includes all electrical work on schools, occupied premises and new construction, except work specifically excluded herein. Other than schools, projects shall not exceed 7,500 labor hours total per contract/project. The intent of this Memorandum is not to take a larger project and divide it into small projects to qualify for this Small Job Program. Projects over 7,500 hours will be considered by the parties on a case-by-case basis. This Memorandum shall not apply to on-site facilities maintenance work. Any provision in this Addendum that conflicts with the Prevailing Wage Determination shall not apply to Prevailing Wage Jobs.

SHIFT WORK

Specifically for this Schools and Small Job Program there will be a 10% shift premium for hours worked between 6:00 p.m. to 6:00 a.m.

DISPATCH

Specifically for this Schools and Small Job Program, ~~Journeyman Wireman~~ **Journey Level Electricians** dispatched to a job covered by this MOU may be restored to their place on the out of work books, provided they did not work longer than 90 days, quit or were fired.

PREVAILING RATE FOR SCHOOLS

Specifically for Schools, the ~~Journeyman~~ **Journey Level** wage rate will be frozen at the current prevailing rate in effect at the time of bid for the duration of the project. This does not apply to apprentices. Apprentices shall receive all contract increases that they qualify for.

THIS MEMORANDUM IS AGREED TO AND SIGNED ON _____, 2024

PUGET SOUND CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL UNION NO. 46

Jameson Schwetz
Executive Director

Sean Bagsby
Business Manager & Financial Secretary

LATEST ECONOMIC ITEMS PROPOSED BY NECA:

- **\$14.00 OVER 3-YEARS**
- **\$0.25 ADDITION TO TRANSPORTATION PREMIUM, LEAVE EXISTING ZONES**
- **MOU TO FORM A COMMITTEE TO RESEARCH PAID HOLIDAYS OR PAID TIME OFF (PTO) FEASIBILITY**

LATEST ECONOMIC ITEMS PROPOSED BY IBEW Local 46:

- **\$17.25 OVER 3-YEARS**
- **SICK LEAVE TO FOLLOW THE EMPLOYEE**
- **EXPANSION OF TRANSPORTATION PREMIUM ZONES**
- **MOU TO FORM A COMMITTEE TO RESEARCH PAID HOLIDAYS OR PAID TIME OFF (PTO) FEASIBILITY**