



International Brotherhood of Electrical Workers Local • 46
19802 62nd Ave S, Suite 105 • Kent, WA 98032
253-395-6500 (voice) • 253-872-7059 (fax)
www.ibew46.com

6/18/2024

Greetings Union Family!

Thank you to all that attended the informational Limited Energy meeting today! The participation and solidarity were truly amazing and heartwarming.

As mentioned during the meeting, we improved the CBA in areas other than the dollar amount. We're sending this again to remind you of additional accomplishments. Please see below:

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 1st, through January 31st 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.**



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Section 3.08 FRINGE CONTRIBUTIONS

(a) JATC

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

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) INSTALLER

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 9th District Sound & Communication Technician Exam which will be administered by PSEJATC. "Successfully Pass" is defined as passing five (5)



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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 September 2, 2013 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, EL06 Specialty 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.~~

(c) 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. 40th Street, West of 1-5, East of



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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 12th Street, North of Main Street, West of 116th Avenue NE, and East of 100th 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 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.

(c) 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 62nd 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

(a) 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.

(b) 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 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.



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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 4.05 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 9th 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 9th District Sound



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& 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 4.13

9th 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.**



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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.

(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	\$10,000 bond	\$20,000 bond
11-25 workers	\$20,000 bond	\$40,000 bond
26-50 workers	\$50,000 bond	\$75,000 bond
51 or more workers	\$100,00 bond	\$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.

Thank you,
Your Limited Energy Bargaining Committee