

**Residential Wire Agreement**  
**By And Between**  
**Puget Sound Chapter,**  
**National Electrical Contractors Association, Inc.,**  
**And**  
**Local Union No. 46,**  
**International Brotherhood of Electrical Workers**  
**Effective: June 1, 2015 - May 31, 2018**

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Puget Sound Chapter, National Electrical Contractors Association, Inc. and the term "Union" shall mean Local Union No. 46, International Brotherhood of Electrical Workers.

The term "Employer" shall mean an individual firm who has been recognized by signing a Letter of Assent to be bound by the terms and conditions of this Agreement.

The term "Employee" or "Employees" as used herein shall mean the worker or workers covered by the terms and conditions of this Agreement.

**SCOPE OF WORK**

The scope of this Agreement shall cover all work on single family or multifamily dwellings or mixed use projects, not exceeding five (5) floors above grade and utilizing type NM cable, shall be subject to the terms and conditions of the Residential Wire Agreement. It shall be limited to that portion of the project involving the installation of NM Cable and the devices/equipment to which it connects. It is the intent of the parties to this Agreement to allow work that is commercial by statute but residential by wiring and occupancy type to be performed under the terms of this Agreement, as allowed by State or area statute.

**EFFECTIVE DATE**

This Agreement shall take effect on June 1, 2015 and shall remain in effect until May 31, 2018. 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.

Either party desiring changes or termination of this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.

## **GRIEVANCES – DISPUTES**

All grievances or questions in dispute shall be adjusted by the parties to this Agreement. In the event that they are unable to adjust any matter within five (5) days, they shall refer the matter to the Labor Management Committee for resolution. Any grievance, complaint or dispute not filed in writing within thirty (30) days of the alleged complaint, dispute or grievance shall be waived.

## **EMPLOYER RIGHTS – UNION RIGHTS**

All Employers shall be allowed to work with the tools and have no restrictions except as provided herein.

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 eighth (8<sup>th</sup>) day of employment.

## **HOURS – WAGES – WORKING CONDITIONS**

The first forty (40) hours, Monday through Saturday, shall constitute a regular workweek. All time worked after forty (40) hours in a week shall be paid one and one-half (1 ½) times the straight time rate of pay. All time worked on Sundays or Holidays shall be one and one-half (1 ½) times the straight time rate of pay. All work performed on the following Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day or days celebrated as such shall be paid for at one and one-half (1 ½) times the straight time rate of pay.

Wages shall be paid no later than quitting time on Friday and not more than five (5) days of wages may be withheld at any time. All fringe benefit payments shall be paid to the Trust no later than the fifteenth (15<sup>th</sup>) day of the following month held.

Nothing in this Agreement prohibits the Employer from implementing a high volume installation incentive plan.

Base wages for Journey level employees shall be based on the employee's skills and ability as determined by the contractor with consultation by the Union. All base wages shall comply with state and federal laws and regulations.

### **Effective 2/1/2016:**

When calculating a base wage for apprentices, a Journey Residential Wiremen base rate of \$25.00/hr shall be used as a minimum.

### **Future increases shall be as follows:**

- 2/6/2017: \$26.25/hr
- 2/5/2018: \$27.00/hr

Employers may elect to pay top performing apprentices more than the minimum required by this Agreement.

No current Employee shall receive a reduction in pay as a result of this Agreement.

<u>Journey Rates</u>	<u>Effective</u> <u>6/2/14</u>
Healthcare Plan 1	\$6.50
Pension	\$0.75
Annuity	\$0.75
JATC	\$0.10
Total Benefits Before NEBF	\$8.10

Effective 6/6/2016, fringe increase for Residential Wireman only of \$.60/hr.

Effective 6/5/2017, fringe increase for Residential Wireman only of \$.75/hr.

- Distribution of fringe increases shall be at the discretion of the Union.

**NEBF** **3% of gross wages**

When Residential workers are directed to report to the job and are ordered not to start work due to weather conditions, lack of materials, or causes beyond their control, they shall receive not less than two (2) hours pay.

**VACATION ALLOWANCE:** The individual Employer shall withhold and forward monthly to the Puget Sound Electrical Workers Healthcare Trust Fund 6% of the gross monthly labor payroll, which the Employer is obligated to pay to the Employees in this bargaining unit, and a completed payroll report prescribed by the Trust. The payment and payroll report shall be mailed to reach the Trust or their designated agent not later than fifteen (15) days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Vacation Agreement and Trust rules.

Employees will coordinate all vacation requests with the Employer. Vacation schedules must be mutually agreeable with the Employee and the Employer.

**Effective 2/1/2016**

1<sup>st</sup> and 2<sup>nd</sup> period apprentices will be combined.

The new chart shall be as follows:

(a) Residential Apprentices base wage shall be:

1 <sup>st</sup> 1800 hours	60% of Residential Wireman Base Wage and satisfactory completion of 1 <sup>st</sup> year JATC to progress to 2 <sup>nd</sup> Period.
2 <sup>nd</sup> 900 hours	65% of Residential Wireman Base Wage and satisfactory progress in the JATC to progress to 3 <sup>rd</sup> Period.
3 <sup>rd</sup> 900 hours	75% of Residential Wireman Base Wage and completion of the Residential Apprenticeship to progress to Residential Wireman.

Residential Apprentices shall follow the rules of the JATC.

<u>Apprentice Rates</u>	<u>Effective</u>
Healthcare Plan 2	6/2/14
Pension	\$4.50
Annuity	\$0.10
JATC	\$0.10
Total Benefits Before NEBF	\$4.80

**CITY OF SEATTLE SICK/SAFE LEAVE ORDINANCE:** The parties to this Agreement hereby expressly waive the provisions of the City of Seattle Sick/Safe Leave Ordinance #123698 requiring paid sick or safe leave. The parties will collaborate to prevent any further provisions of this nature from being adopted by political entities within the jurisdiction of this Agreement.

**JATC TRUST CONTRIBUTION:** The Employer shall contribute to the JATC Trust for all individuals working under this Agreement in an amount specified above and be bound by the Puget Sound Electrical JATC Trust rules.

**HEALTHCARE:** The Employer shall contribute Health and Welfare payments as specified above to the Puget Sound Electrical Workers Healthcare Trust Fund for all hours worked under this Agreement. Workers under this Agreement shall participate under Plan 1 or Plan 2 as specified of the Healthcare Trust and be bound by all rules of said Trust.

**LOCAL PENSION:** The Employer shall contribute Pension Trust payments as specified above to the Puget Sound Electrical Workers Pension Trust Fund for all hours worked under this Agreement.

**LOCAL ANNUITY:** The Employer shall contribute Annuity Trust payments as specified above to the Puget Sound Electrical Workers Retirement Annuity Trust for all hours worked under this Agreement.

**NEBF:** The Employer shall contribute an additional three percent (3%) of the gross wages paid to the NEBF Trust Fund for all hours worked. The NEBF Trust rules shall apply.

**TOOLS:** The Employer shall furnish all necessary tools (except those listed below) or equipment to properly install and/or do the job. Workers shall be responsible for the Employer's tools and equipment providing the Employer allows the time and a suitable place for storing them.

Allen Wrench Set	Lineman Pliers
Channel Locks 8" to 10"	Measuring Tape (not over 30')
Claw Hammer	Pencil
Hacksaw Frame	3 Screwdrivers
Keyhole Saw	Wire Strippers/Crimper Combination
Knife	

## TRAINING

All apprentices employed under the terms of this Agreement shall report to the JATC for placement in the Residential JATC Program. The JATC is authorized to register a total number of Apprentices not to exceed a ratio of two (2) Apprentices to one (1) Residential Wireman who are employed under the terms of this Agreement. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolution; as per standards and policies. If the JATC deadlocks on any issue the matter shall be referred to the Parties to this Agreement for resolution as outlined previously under Grievances/Disputes; except for Trust Fund matters, which shall be resolved as stipulated in the local Trust instrument.

The Employer and the Union agree to develop a school-to-work training program to train and utilize high school students as summer helpers on residential projects.

## ADMINISTRATIVE MAINTENANCE FUND (AMF)

Effective January 1, 2016, all Employers signatory to this Agreement with IBEW Local 46 shall contribute three quarters of one percent (.75%) of productive labor payroll, as reported on the 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. No portion of this fund shall be used contrary to IBEW Local 46. The Local shall have the right to inspect the books of this Fund.

The AMF contribution shall be submitted with all other fringe benefits delineated in the Labor Agreement by the fifteenth (15<sup>th</sup>) of the following month in which they are due to the administrator receiving said funds. In the event an employer is delinquent in submitting the required Administrative Maintenance Funds to the designated administrator, the administrator shall have authority to recover any funds, along with any attorney fees, court costs, interest at one percent (1%) per month and liquidated damages.

## REFERRAL PROCEDURES

The Employer shall be free to hire their Employees from any source. New Employees shall report to the Union within eight (8) calendar days after being hired, for processing into Union membership.

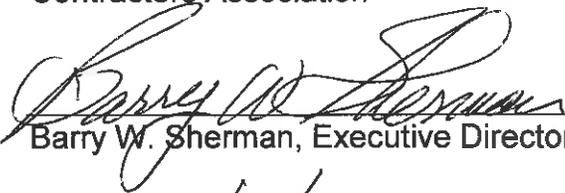
The Union shall maintain a register of all applicants for employment; listed in chronological order of the dates they register their availability for employment. All Residential Journeymen must have a minimum of four thousand (4,000) hours of residential experience to sign the out-of-work register. An Employer may request by name any applicant.

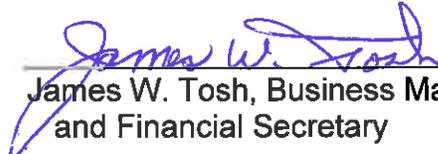
**AGREEMENT APPROVAL**

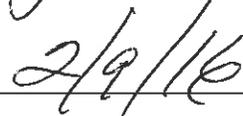
The parties to this Agreement agree to abide by all terms and conditions herein, pending approval of this Agreement by the IBEW International.

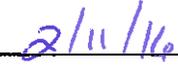
Puget Sound Chapter, National Electrical Contractors Association

International Brotherhood of Electrical Workers, Local Union No. 46,

  
\_\_\_\_\_  
Barry W. Sherman, Executive Director

  
\_\_\_\_\_  
James W. Tosh, Business Manager and Financial Secretary

  
\_\_\_\_\_  
Date:

  
\_\_\_\_\_  
Date: