

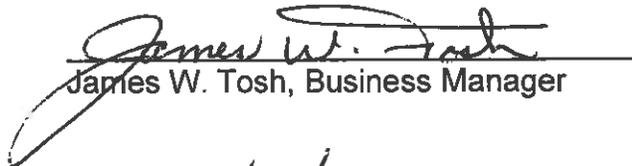
**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
IBEW LOCAL UNION NO. 46
AND
PUGET SOUND CHAPTER, NECA
CONCERNING VARIATIONS TO THE
PUGET SOUND CHAPTER, NECA/IBEW LOCAL 46 ADDENDUM TO THE
NECA/IBEW 9TH DISTRICT SOUND & COMMUNICATIONS AGREEMENT –
PER SECTION 1.03**

SECTION 3.08(h): 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.

PUGET SOUND CHAPTER, NECA

INTERNATIONAL BROTHERHOOD of
ELECTRICAL WORKERS LOCAL UNION 46


Barry W. Sherman, Executive Director


James W. Tosh, Business Manager

11/17/15
Date

11/17/15
Date

**LETTER OF UNDERSTANDING
BY & BETWEEN
IBEW LOCAL UNION No. 46
AND
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CONCERNING VARIATIONS TO THE
PUGET SOUND CHAPTER, NECA/IBEW LOCAL 46 ADDENDUM TO THE
NECA/IBEW 9TH DISTRICT SOUND & COMMUNICATIONS AGREEMENT
PER SECTION 1.03**

It is agreed by Puget Sound Chapter, NECA and IBEW Local 46 the following shall apply to the Puget Sound Chapter, NECA/IBEW Local 46 Addendum to the NECA/IBEW 9th District Sound & Communication Agreement:

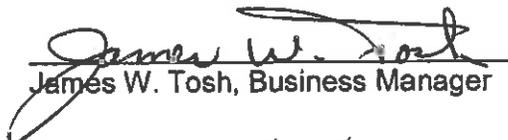
Effective with hours worked on or after June 1, 2014, contributions shall cease to the Local 46 Variable Annuity, described in the Addendum Article V, Section 5.03(e).

This LOU is entered into because of the action taken by the Trustees of the Puget Sound Electrical Workers Retirement Annuity Trust Fund, at the meeting held April 1, 2014, terminating the acceptance of variable contributions.

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It is agreed by Puget Sound Chapter, NECA and IBEW Local 46 the following conditions shall apply to individuals who do not "Successfully Pass" the 9th District Sound & Communication Technician Exam on their first attempt:

1. Individuals shall have up to six (6) months to pass the required five (5) out of six (6) sections (including the two (2) Mandatory subjects).
2. After the first attempt, individuals must wait a minimum of thirty (30) days before they are eligible to retake the previously failed sections.
3. If a person does not "Successfully Pass" the 9th District Technician exam on the second attempt he/she must take a related industry class and wait at least thirty (30) days, after the last attempt, to take the failed sections of the exam again.
4. Should a person not "Successfully Pass" the 9th District Technician exam on the third attempt he/she must take a different related industry class and wait at least an additional thirty (30) days, after the last attempt, to take the failed sections of the exam again.

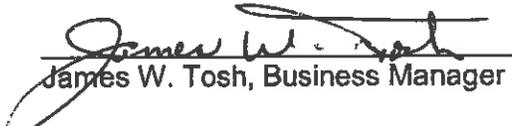
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PER SECTION 1.03**

It is agreed by Puget Sound Chapter, NECA and IBEW Local 46 the following Sections shall apply and replace Article IV, Section 4.18 of the NECA/IBEW 9th District Sound & Communication Agreement:

Section 4.18

- (a) There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW). The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.
- (b) All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately. The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings. The JATC should meet on a monthly basis, and also upon the call of the Chairman.
- (c) Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; 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 in Article I of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

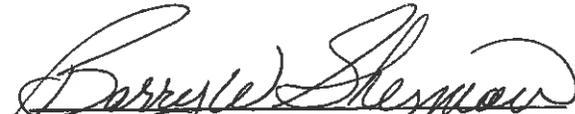
- (d) There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this Agreement. All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.
- (e) The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.
- (f) To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The Employer shall cooperate in providing apprentices with needed work experiences. The local Union referral office shall be notified via email, of all job training assignments. If the Employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.
- (g) All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their registration canceled by the JATC at any time prior to completion as stipulated in the registered apprenticeship standards. Time worked and accumulated in apprenticeship shall not be considered for local Union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.
- (h) The JATC shall select and register a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to register a total number of apprentices not to exceed a ratio of two apprentices to one Journeyman Technician normally employed in the jurisdiction of the Puget Sound Chapter NECA and IBEW Local 46 Sound and Communication Agreement. The JATC shall register a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

- (i) Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If the JATC is unable to fill the request the JATC shall select and register the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.
- (j) The Employer shall contribute to the local Healthcare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unregistered. Contributions to other benefit plans may be addressed in other Sections of this Agreement.
- (k) Each job site shall be allowed a ratio of two (2) apprentices for each Journeyman Technician. The first person assigned to any job site shall be a Journeyman Technician. A job site is considered to be the physical location where employees report for their work assignments. The Employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.
- (l) An apprentice is to be under the supervision of a Journeyman Technician at all times. This does not imply that the apprentice(s) must always be in-sight-of a Journeyman Technician. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the Employer's designated Supervisor or Journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.
- (m) Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.
- (n) The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 3.02 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations. The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

- (o) All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: forty-four cents (\$0.44) per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

PUGET SOUND CHAPTER, NECA

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