



## **WASHINGTON STATE ADDENDUM TO NECA/IBEW 9th DISTRICT SOUND AND COMMUNICATION AGREEMENT**

***MERGED WITH 9<sup>TH</sup> DISTRICT***

***SOUND AND COMMUNICATION AGREEMENT (Language in Italics\*)***

***\*Merged for Convenience, as the parties to this addendum do not have authority to make changes to the Master Agreement. The Master Agreement is included verbatim.***

**IBEW Local Unions 73, 76, 112**

**Inland Empire & Southwest Washington Chapters, NECA**

**Effective August 1<sup>st</sup> 2021 to July 31<sup>st</sup> 2024**

# MERGED WASHINGTON STATE ADDENDUM/ NINTH DISTRICT SOUND AND COMMUNICATIONS AGREEMENT

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This addendum, by and between the signatory NECA Chapters and signatory IBEW Local Unions, provides modifications to the IBEW 9th District Sound and Communication Agreement as necessary in the State of Washington.

### **SCOPE**

The work covered under this Agreement shall include all work permitted by the State of Washington under Chapter 19.28 RCW for classifications 06 and 09 (excluding cable tray outside of phone closets and any line voltage rated raceway systems) that is permitted by state law under 06 and 09 classifications in effect on July 1, 2014. The parties agree that should state law change its scope (definition) of 06 and/or 09 during the term of this Agreement, either party may request a meeting to address said change(s). If, within fourteen (14) days of first notification of a desire to change or amend the scope as changed by state law, the parties do not reach an agreement, the parties agree to forward the issue(s) to the 9<sup>th</sup> District Sound and Communications Scope Committee for a binding resolution. Contractors working under this Agreement may install twenty (20) feet of conduit for any/each stub up requirement on any project.

The wiring of industrial process controls in industrial facilities is excluded from this Agreement. Installers are excluded from working on the above mentioned industrial projects.

### **BASIC PRINCIPLES**

*The Employer and the Union have a common and sympathetic interest in both the Sound and Communication and Electrical/Electronic Industries. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:*

### **ARTICLE I**

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

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

#### **Section 1.02**

*(a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least 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) Unresolved issues in negotiations that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally by the parties to this Agreement to the Council for adjudication prior to the anniversary date of the Agreement.*

(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 by either party 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 and the National Office of NECA, for approval, the same as this Agreement or addendums.*

**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.*

**Section 1.05** *There shall be a Labor-Management Committee composed of four (4) members of the IBEW and four (4) members of the National Electrical Contractors Association. One (1) member from the IBEW and one (1) member from NECA shall be from the area in which the dispute arose, however, these members shall not vote on the dispute and will be excused from the meeting while the vote is taken.*

**Section 1.06**

(a) To be heard, a grievance must be filed within 20 working days of when the alleged violation occurred or became known.

(b) Grievances shall be addressed using a four-step process:

**Step I** An attempt to resolve the dispute shall first be made between the Local Business Manager and Chapter Manager.

**Step II** Unresolved disputes shall be referred to a local Labor/Management Committee.

**Step III** Disputes remaining unresolved after Step II shall be referred to a Statewide Labor/Management Committee, which shall be comprised of two participants from each Local/Chapter area.

**Step IV** Should a dispute remain unresolved following Step III, the matter shall proceed through CIR adjudication.

## ARTICLE II

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### **EMPLOYER RIGHTS – UNION RIGHTS**

**Section 2.01** *Employer Defined. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer who contracts for such work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a business telephone and adequate tools, equipment and inventory. The Employer shall maintain a suitable financial status to meet payroll requirements, and employing not less than one (1) installer and/or technician, when performing work covered under this Agreement.*

*(a) Employees, except those meeting the requirements of "Employer" as defined herein, shall not contract for any work as set forth under the "Scope of Work" of this Agreement.*

*(b) Any employee, working under the terms of this Agreement, holding an active contractor's license covering the Scope of Work as set forth in this Agreement, shall inactivate their license in accordance with State Law.*

### **Section 2.02**

(a) The Employer shall have the right to determine the competency and qualifications of its Employees and the right to discharge such Employees for any just and sufficient cause. The Union may institute a grievance procedure under the terms of this Agreement if it feels any Employee has been unjustly discharged. In applying the above provisions, the Employer shall not discriminate against Employees in regard to hire or tenure of employment by reason of Union membership; provided, however, all workers, Union or otherwise, shall be classified and receive the wage scales as provided under the wage schedules attached to this Collective Bargaining Agreement.

(b) All Employees who may be accepted into membership shall thereafter maintain their continuous good standing in the Union, as a condition of employment, by paying regular monthly Union Fees uniformly paid by other members of the same classification in the Union in order to defray the costs of the collective bargaining agency in accordance with its rules. In the event that an Employee fails to tender the admission fee or a member of the Union fails to maintain membership in accordance with the provisions of this Section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual Employee.

**Section 2.03** *For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in the State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed.*

### **Section 2.04**

(a) The Employer recognizes the Union as the sole collective bargaining agency between itself and the Employees covered under the scope of this Agreement.

*(b) The Employer understands that the Local Union's jurisdiction - both trade and territorial - is not a subject for negotiations but rather is determined solely within the IBEW by the International President, and therefore, agrees to recognize and be bound by such determination.*

**Section 2.05** *In order to protect and preserve, for the employees covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business*

entity, including a joint-venture, wherein the employer, through its officers, directors, partner or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

### **Section 2.06**

(a) Free movement of men is allowed throughout any of the signatory Local Union jurisdictions. On all jobs exceeding one (1) day in duration, the Employer shall notify the Local Union in whose jurisdiction he will be working, in writing or by fax, prior to starting a job, the location of the job, and the names and social security numbers of the employees to be sent in. Approved forms provided by the Union. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor's shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises. The rights covered by this Section are not automatic, but are contingent upon compliance with the proper notification contained herein.

(b) All personal benefits to be sent to the Local in which the work is performed.

**Section 2.07** A signatory Employer shall not perform work as an installer and/or technician except one (1) designated member of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement. Such working member of a firm (Employer) shall work under all the terms and conditions of this Agreement. The firm shall have one (1) installer and/or technician not a member of the firm employed under the terms of this Agreement at all times. Avoidance of the intent of this Section shall not be permitted by the pretense of ownership of the business by an immediate member of the family. Nothing contained in this Section shall be construed to prevent any Employer from performing work during emergencies for the protection of life or property or working up to four (4) hours each day on service, repair calls, checking and inspecting.

**Section 2.08** The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. Such removal would be subject to the grievance procedure. And no employee shall be discriminated against by the employer for making a complaint to the steward or giving evidence with respect to any alleged violation of any provisions of this agreement,

Stewards shall have opportunity to work whenever four (4) or more bargaining unit employees are assigned to work overtime.

It is mutually understood that the function of the Steward is to promote Employee – Employer harmony and mutual understanding to report alleged contract violations to Supervisors and to the Business Manager, to help obtain compliance with this Agreement by employees, to investigate jurisdictional problems requiring further efforts to the Business Manager.

**Section 2.09** The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement, provided he first notifies the Employer's local office.

### **Section 2.10**

(a) *It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, the Central Labor Council or the Local Union.*

(b) *Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner.*

*Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.*

*Each employer will furnish necessary locked storage to reasonably protect tools from weather and vandalism and will replace such tools when tools are damaged on the job or stolen from the locked storage.*

**Section 2.11** *Employees under this Agreement shall not be required to furnish power or special tools or test equipment. Employees shall not use the Employer's property such as tools, parts, test equipment and transportation for other than the Employer's business.*

**Section 2.12** *All employees covered by the terms of this Agreement shall be required to become members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.*

**Section 2.13**

(a) *The Local Union is a part of the International Brotherhood of Electrical Workers; any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.*

(b) *The subletting, assigning or transfer by an individual Employer of any work in connection with electrical/electronic work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his employees on any sound and communication or electrical/electronic work in the jurisdiction of this or any other local union to be performed at the site of the construction, alteration, painting or repair of a building structure or other work, will be deemed a material breach of this Agreement.*

(c) *All charges of violations of Section (b) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.*

**Section 2.14** *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 2.15** *The Union reserves the right to discipline its members for violation of its laws, rules and agreements.*

**Section 2.16**      **FAVORED NATIONS CLAUSE**

The Union agrees that if during the life of this Agreement it grants to any other Employer in the electrical contracting industry, on work covered by this Agreement, any better terms or conditions than those set

forth in this Agreement, such better terms or conditions shall be made available to the Employers under this Agreement and the Unions shall immediately notify the Chapters of such concessions.

## **ARTICLE III**

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

#### **Section 3.01**

Eight (8) consecutive hours work between the hours of 8:00 A.M. and 4:30 P.M. (excluding an unpaid meal period of not less than one-half (1/2) hour) shall constitute a workday. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the work week. All shifts within this Section may be varied by no more than 2 hours in either direction.

(a) **4 X 10'S** Upon notification to the Union, the employer may implement a Four Tens (4 x 10's) shift at the straight time rate of pay on a per-project basis and within the following guidelines: The shift must occur between the hours of 8:00 A.M. and 6:30 P.M., Monday through Friday; and days must be consecutive. Changes to the shift may be allowed when a requirement of the project. The rate shall be one and one-half (1 1/2) times the straight time rate of pay on the fifth (5<sup>th</sup>) day.

(b) **OVERTIME** Work performed on Sundays or days observed as holidays shall be paid at double the straight-time rate, with a minimum of two (2) hours pay. Work performed on Saturdays shall be paid at 1 ½ times the straight time rate of pay. Overtime after a ten-hour shift is voluntary.

(c) **CALL OUT** All Employees shall be paid a minimum of two (2) hours each time they are called out for emergency repair work. Such Employees shall be paid for all time worked, commencing from the time they leave their homes until they return home, at one and one half (1 ½) times the straight time rate.

(d) **HOLIDAYS** All work performed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day shall be paid at double the straight time rate of pay. When a holiday falls on Sunday, the following Monday shall be observed; when a holiday falls on a Saturday, the preceding Friday shall be observed and shall be paid for at double the regular straight time rate of pay.

Martin Luther King Jr.'s birthday will be added as a Holiday when the day is adopted by the Local Building Trades as a holiday for each local union area.

(e) **OCCUPIED PREMISE** When working on an occupied remodel and renovation job and when mutually agreed by the employee and employer, a shift of one (1) or more days duration may be worked. The shift must occur Monday through Friday. Between the hours of 6:00 P.M. and 6:00 A.M., employees shall be paid straight time rate of pay plus 10%. Appropriate overtime shall be paid after eight (8) hours work.

**Section 3.02** No work shall be performed on Labor Day, except in case of an emergency.

#### **Section 3.03**

(a) Any worker who is discharged or quits may have his/her paycheck mailed by the next regular pay period or paid the same day. This is at the option of the Employer.

(b) A Non-sufficient Fund check shall be treated as if the Employee did not receive a check. The Employee shall be paid \$100 from the Employer for each 24-hour period once the Employer has been notified that the



funds are not available until the employee is made whole. The Employee will also be reimbursed for any bank charges caused by the NSF check.

(c) If an Employee receives a reduction in force (RIF) his/her paycheck shall be delivered to the jobsite on the day of lay off or may be electronically transferred or post marked on the day of lay off if mutually agreed to by Employee and Employer.

(d) Wages and other expenses shall be paid weekly on Friday.

(e) Not more than five (5) days' wages may be withheld at any one time by the Employer.

(f) The Employer shall have the option of either mailing the paycheck or giving it to the Employee on Friday or by electronic transfer if the employee has a checking account.

(g) Checks mailed or electronically transferred and not received by Friday shall carry a \$100 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 Employee retains the envelope with the postage date stamp. Whether or not 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 by the start of the day shift on Monday, the employee must notify his/her Supervisor by 10:00 am Monday that the paycheck had not been received. The company shall deliver a replacement check to the job site by the end of the day shift or be subject to a \$100 per day penalty.

(h) Workers shall be notified one-half (1/2) hour before quitting time when they are being laid-off.

### **Section 3.04      SHIFT WORK**

When so elected by the contractor, on all new (or major remodel) electrical construction jobsites, multiple shifts of eight (8) hours for at least five (5) days duration may be worked. (Upon notification to the Union, a 4-10's shift may be worked on Swing or Graveyard shifts at the applicable shift rate of pay on a per-project basis).

When two (2) or three (3) shifts are worked:

(a) The First Shift (day shift) shall be within the standard hours as delineated in Section 3.01.

(b) The Second Shift (swing shift) shall consist of eight (8) consecutive hours worked following the first shift and shall be paid at the straight time rate of pay plus 17.3% for all hours worked.

(c) The Third Shift (graveyard shift) shall consist of eight (8) consecutive hours worked following the second shift. Workers on the "graveyard shift" shall be paid at the straight time rate of pay plus 31.4% for all hours worked.

(d) The Employer shall be permitted to adjust the starting hours of the second or third shift by up to two (2) hours in order to meet the needs of the customer.

(e) If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive day duration unless mutually changed by the parties to this Agreement.

(f) An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. The first two (2) hours of overtime work required before the established start time or after the completion of the eight (8) hours of any shift shall be paid at one and one half times the “shift” hourly rate.

(g) There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

(h) An Employer may establish a swing shift without a day shift, a graveyard shift without a day shift or swing shift.

(i) There must be at least eight (8) hours of off duty time for any worker who moves to a different shift time. Where this is not adhered to, double the straight time rate shall be paid for all time worked.

**Section 3.05** *The Employer shall deduct and forward to the Financial Secretary of the home local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union By-Laws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.*

**Section 3.06** *A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.*

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

The following wage/fringe increases are approved. Distribution of future increases, not already assigned will be determined by the Union and published prior to the effective date of the increase.

<u>Effective Date</u>	<u>Increase (Including NEBF)</u>
August 1, 2021,	\$2.40/hr
August 1, 2022,	\$2.25/hr - \$.05 shall be directed to JATC contribution rate
August 1, 2023	\$2.30/hr - \$.05 shall be directed to JATC contribution rate

\*Any Journeyman Technician with a NICET certification will get 5% per level if the individual is using it on the job.

\*Effective August 1, 2017, wage increases shall apply to Journey Technicians having obtained and maintained the Washington State EL 06 certification. All other Journey Technicians shall be paid wages at 95% of the EL 06 Journey Technician rate. All other benefits shall be paid at 100%

Wages/Fringe Package for Journeyman Technicians: See attached “Schedule A” for various Local Union wage and fringe benefit packages.

**TELECOMMUNICATION INSTALLER RATES**

Telecommunication Installer rates of pay shall be based on the Journeyman Technician rate and shall be paid at 55% of JT scale. See attached “Schedule A” for various Local Union wage and fringe benefit packages.

**APPRENTICE RATES**

Apprentice rates of pay shall be based on the Journeyman Technician negotiated rate as follows. See Schedule A for fringe benefit rates.

SIX PERIODS	MINIMUM OJT HOURS	WAGE %	RELATED TRAINING & ELAPSED TIME
1 <sup>ST</sup>	0 to 800	55%	Satisfactory Progress
2 <sup>ND</sup>	801 to 1600	60%	1 <sup>st</sup> year school completed
3 <sup>RD</sup>	1601 to 2400	65%	Satisfactory Progress + 6 months
4 <sup>TH</sup>	2401 to 3200	70%	2 <sup>nd</sup> year school completed + 6 months
5 <sup>TH</sup>	3201 to 4000	80%	Satisfactory Progress + 6 months
6 <sup>TH</sup>	4001 to 4800	85%	3 <sup>rd</sup> year school completed + 6 months

Except for Foremen, no employee shall suffer a reduction in classification without prior approval of the employee and the Union, or if applicable, the JATC.

**Section 3.08**

(a) **Fringe Benefits** All fringe deductions from the wage/fringe total package shall be at IBEW’s option, and shall be reported and paid to the trust funds in the Local Union where the work is performed. Those items presently agreed to are:

- NEBF: National Electrical Benefit Fund
- LMCC: Labor Management Cooperation Fund
- NLMCC: National Labor Management Cooperation Fund
- JATC: Local Joint Apprenticeship Training Committee
- CAF: Contract Administration Fund
- Health and Welfare
- Pension

(b) **Health & Welfare Program** All classifications of workers who are eligible shall be provided a Health & Welfare program, the costs of which are included in the total contract wage/fringe package. The structure of the Health Plan and contribution rate shall be determined between IBEW and NECA in each Local Union area.

(c) **Trust Funds** Payment and collections; see the applicable “Schedule A” for each local union area.

(d) Employers may voluntarily agree to a C.O.P.E. deduction amount if authorized in writing by the employee.

**Section 3.09 CLASSIFICATIONS**

(a) **JOURNEYMAN TECHNICIAN**

The term “Journeyman Technician” shall apply 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. Must maintain an active EL06 or EL01.

(b) **APPRENTICE**

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

**(c) TELECOMMUNICATION INSTALLER**

The term "Telecommunication Installer" shall apply to individuals performing non-06 licensed work under the RCW.

**(d) FOREMAN**

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

**Section 3.10** Individuals requested by name and referred by the Union as Foreman shall be paid ten percent (10%) above Journeyman Technician rate of pay for a period of ninety (90) days unless terminated sooner.

**Section 3.11**

(a) The minimum amount of tools an employee shall provide and have available at the work site shall be as follows:

Tool Belt or bag*	Wire Strippers*	Knife*
V.O.M.	Tri-tap Tool	Diagonals*
Assorted Screw Drivers*	Snips*	RJ 45 Crimping Tool
Hammer*	Linesman Pliers	Vice Grips
Level*	Square Driver Set*	Needle Nose*
Measuring Tape*	Key Hole Saw*	Hack Saw Frame*
I & R Tone Tester	8" Crescent Wrench*	Punch Down

All other tools and equipment shall be provided by the employer including blades and batteries.

\*All Apprentices shall add to their tools as rapidly as possible until they have a complete set of tools. Marked tools shall be provided by the 1<sup>st</sup> period Apprentice when employed. All other tools shall be furnished within six (6) months.

(b) The employee may carry the following Employer-provided items with his personal tools.

VOM and Toner Batteries	Eye and Ear Protection
Hacksaw Blades	Impact Tool bits (5)
Flashlight batteries and bulbs	Goggles and dust masks
Hole Saw Blades 7/8", 1 1/8"	Cordless drill and small index up to 3/8" Combination wrenches up to 9/16"

**Section 3.12** Workmen shall be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnishes a safe and suitable place. The Employer shall replace employees' tool list tools for losses due to theft, break in and/or vandalism when the Employer provides locked storage, which includes an Employer-owned vehicle, and the employees lock the tools in the Employer provided locked storage.

**Section 3.13 UNIFORMS**

If uniforms are required, they shall be paid for by the Employer and laundered by the Employee. Special cleaning, if needed, shall be paid for by the Employer. The uniforms are provided to the Employee and shall not impact any deductions or withholding of money on the Employee's check.

**Section 3.14 TRAVEL**

(a) **PRIVATE VEHICLE USE:** When an Employee is requested by the Employer to use his/her own private automobile in the course of work, it shall not be a condition of employment and the Employer will reimburse the Employee for the use of said automobile at the actual I.R.S. rate per mile traveled. Adequate liability coverage over and above that required by Washington State law for the protection of the Employee and their automobile shall be provided by the Employer.

(b) **TRAVEL EXPENSES:** The Employer agrees to reimburse each Employee for authorized actual expenses, with receipts incurred in connection with the Employer’s work. Such incidental expenses to include room and board when assigned to out of town duties and travel is deemed impractical. If employee does not provide actual receipts the Employer will provide \$100 per day. Employees assigned to out-of-town assignments of more than twenty-four (24) hours duration, shall be guaranteed at least eight (8) hours pay in each twenty-four (24) hour period. (Out of town duties shall be defined as work assignments beyond eighty (80) miles from the employer’s shop or Point-of-Dispatch if the shop is not located within the jurisdiction of this agreement).

(c) **TRAVEL TIME:** If an Employee reports directly to the job at the start of the day and leaves directly from the job at quitting time, then this time and mileage shall be free time within a thirty-five (35) road miles from the point of dispatch using the shortest mileage route. If an Employee is ordered to report to a job outside of the 35-mile free zone, all driving/flying travel time beyond the thirty-five (35) miles from the point of dispatch shall be at the straight time rate of pay. If a personal vehicle is required, mileage shall be paid at the current IRS rate for travel outside the thirty (35) road miles. This section shall reference multiple Points of Dispatch (POD). Each point shall have a thirty-five (35) road mile free travel zone. Dispatch requests must state which location shall be referenced for each Employee dispatched. See Schedule B for locations.

**Section 3.15 TUNNEL CONSTRUCTION AND HIGH TIME**

(a) Workers working during active tunnel boring operations shall be paid 10% over their current rate. This shall also apply for workers working under all pressure, in addition to the following schedule for rate of pay:

From 1 LB to 18 LB	6 hours work for 8 hours pay
From 19 LB to 26 LB	4 hours work for 8 hours pay
From 27 LB to 33 LB	3 ½ hours work for 8 hours pay
From 34 LB to 38 LB	3 hours work for 8 hours pay

(b) Employees working over 50 feet above ground floor or supporting structure, if subject to a direct fall, shall receive 125% of the regular wage rate.

**Section 3.16 SHOW UP TIME**

When Employees 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 at the straight time rate of pay.

**Section 3.17**

(a) Employees declining a transfer to a project beyond a 1-hour normal commute from the original point of dispatch shall be granted a RIF. Upon notification by the Employer, the Union will refer another applicant.

(b) If the Employer designates a meeting place for carpool or commute to a remote job it shall remain an option for the employee to commute in his own vehicle with mileage reimbursement as required by this Agreement.

(c) Work performed outside the geographical jurisdiction of this Addendum shall be covered by the Addendum where the work is performed.

## **ARTICLE IV**

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### **REFERRAL PROCEDURE**

**Section 4.01** *In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.*

**Section 4.02** The Local Union shall be the sole and exclusive source of referral of applicants for employment except as allowed in Section 4.05 (c).

**Section 4.03** *The Employer shall have the right to reject any applicant for employment.*

**Section 4.04** *The Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.*

### **Section 4.05**

#### **(a) JOURNEYMAN TECHNICIAN**

- **GROUP I:** All applicants for employment who have three or more years of experience in the trade, are residents of the geographic area constituting the normal construction labor market, have passed a Journeyman Technician's examination given by a duly constituted Inside Local Union of the IBEW or have been certified as a Journeyman Technician by any Joint Apprenticeship Training Committee and who have been employed in the trade for a period of at least one year in the last three years in the geographical area covered by the Collective Bargaining Agreement.
- **GROUP II:** All applicants for employment who have three or more years of experience in the trade and who have passed a Journeyman Technician's examination given by a duly constituted Inside Local Union of the IBEW or have been certified as a Journeyman Technician by any Joint Apprenticeship Training Committee.
- **GROUP III:** All applicants for employment who have two or more years of experience in the trade, are residents of the geographic area constituting the normal construction labor market and who have been employed in the trade for a period of at least six months in the last three years in the geographical area covered by the Collective Bargaining agreement.
- **GROUP IV:** All applicants for employment who have worked at the trade for more than one year.

#### **(b) EXAMINATION**

The parties agree to use the established District 9 Standard Sound & Communication Exam to determine Journeyman Technician classification. The parties to this Addendum will review the content of the exam at least every two years to insure the exam remains relevant. Individuals taking the test will be classified as Journeyman Technician only in the industry modules passed with a score of 70% or higher.

The Examining Board of the Local Union will administer the test, and reasonable intervals of time between exams is specified as 90 days. NECA may review and verify the results of the exam.

**(c) TELECOMMUNICATIONS INSTALLER**

- **GROUP I:** All applicants having 3001 hours or more experience in the industry in the geographical jurisdiction of the Local Union.
- **GROUP II:** All applicants having 2001 – 3000 hours or more experience in the industry in the geographical jurisdiction of the Local Union.
- **GROUP III:** All applicants not meeting the requirements for Group I or Group II.

Installers shall not be dispatched if apprentices are available through the JATC. Employers are to contact the Local JATC with any questions.

The employer shall be permitted to direct hire an Installer who has 0-1000 hours. However, those individuals in the classification who, through no fault of their own, are available for work shall be given consideration for employment by the employer. The employer shall provide the local union with the names and social security number of those individuals that are direct hired.

In this article, the term consideration will be satisfied by the following process:

Prior to hiring an Installer with 0-1000 hours, an employer must first contact the Local Union either by telephone, fax, or email to request a list of the workers in that classification, who through no fault of their own are available for work. After reviewing the list the employer may either hire from the list provided by that Local Union or hire outside the list. The employer shall promptly notify that Local Union of the name and Social Security number of the person hired.

(d) "Normal Construction Labor Market" is defined to mean the geographical area (jurisdiction) of each signatory Local Union, as specified in the approved Bylaws of each Local Union, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Schedule applies.

The Employer agrees to notify the Steward at the hiring of any new Employee working under this Agreement.

**Section 4.06** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees." When Employees are hired under this provision of the 9<sup>th</sup> District Sound & Communication Agreement, and the temporary employee does not comply with Article II, Section 2.02(b) of the Addendum, the Employee shall be replaced as outlined in Section 4.07 of the 9<sup>th</sup> District Sound and Communications Agreement.

**Section 4.07** *The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.*

**Section 4.08** *"Resident" means a person who has maintained his permanent home in the normal commute area of the applicable Local Union for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.*

**Section 4.09** *The Local Union shall maintain an "out-of-work list" which shall list the applicants within each GROUP in chronological order of the dates they register their availability for employment.*

**Section 4.10** *An applicant who has registered on the "out-of-work list" must renew his application every thirty (30) days or his name will be removed from the "list."*

**Section 4.11**      **SHORT CALL**

Short calls shall be defined by each jurisdiction.

**Section 4.12** *Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "out-of-work list" and then referring applicants in the same manner successively from the "out-of-work list" in GROUP II, then GROUP III and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.*

**Section 4.13** *The only exceptions which shall be allowed in this order of referral are as follows: When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.*

**Section 4.14** *An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Local NECA Chapter and a Public Member appointed by both these members.*

**Section 4.15** *It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the applicable Local Union of Sections 4.04 through 4.13 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be compiled with by the applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.*

**Section 4.16** *A representative of the applicable local NECA Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.*

**Section 4.17** *A copy of the Referral Procedure set forth in this Agreement--shall be posted on the Bulletin Board in the office of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.*

**Section 4.18** *Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.*

**Section 4.19**      **CALL BACK**

The Employer has the right to call Employees back within 60 days of the date of termination with that specific Employer, provided the call back Employee is on the out of work list and provided all other eligible applicants in highest referral groups have first had an opportunity to be referred.



## ARTICLE V

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### **FRINGE BENEFITS**

**Section 5.01** *It is agreed that in accord with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board, the individual Employer will forward monthly to the designated Local Secretary-Treasurer an amount equal to 3% of his gross monthly labor payroll, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Secretary-Treasurer not later than fifteen (15) calendar days following the end of each calendar month.*

*Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Local Secretary-Treasurer.*

*The failure of an individual Employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this Labor Agreement.*

**Section 5.02** Employers employing from one (1) to ten (10) workers shall be required to post a ten-thousand-dollar (\$10,000.00) fringe benefit bond. Employers employing eleven or more workers shall be required to post a twenty thousand dollar (\$20,000.00) fringe benefit bond. Such bonds shall be posted with the administrative agent designated by the benefit fund trustees. The administrative agent shall have the responsibility of monitoring the status of each Employer's bond with regard to number of employees and expiration date. The bond shall name as beneficiaries the Trust Funds authorized by this Agreement and/or Addendum to insure the payment of delinquent contributions, liquidated damages, interest, cost of suit, attorney fees, and all costs of collections.

**Section 5.03** Each Employer party to this Agreement agrees to contribute the appropriate amounts, as per Schedule A of this Agreement, on hours worked by each Employee performing work covered by this Agreement to the designated Trust Funds. Payment shall be due by the fifteenth (15<sup>th</sup>) of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.

**Section 5.04** The Employer agrees to deduct Union dues from the wages of its employees and forward the money to the Local Union where the work is performed, as authorized by the employee on a form furnished by the Union. Deduction of dues shall be recorded for each employee on the fringe benefit reports and forwarded to the Union pursuant to procedures applicable to payment of employee benefit funds.

## ARTICLE VI

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### **SAFETY**

**Section 6.01** It is the Employer's responsibility to insure the safety of its employees and their compliance with safety rules and standards. If there exists in any Local Union area a substance abuse testing policy covering the Inside Wireman Bargaining Unit, such policy shall also apply to workers covered by this Addendum.

## ARTICLE VII

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### **NATIONAL ELECTRICAL INDUSTRY FUND (NEIF) AND CONTRACT ADMINISTRATION FUND (CAF)**

**Section 7.01** *Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:*

*(a) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.*

*(b) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.*

*[Productive electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.]*

*Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual employer. (REQUIRED OF N.E.C.A. MEMBERS ONLY.)*

**Section 7.02** All Employers signatory to this agreement shall contribute three quarters of one percent (0.75%) of productive payroll per hour for each hour worked by each employee covered by this labor agreement to the Contract Administration Fund (CAF). This fund is for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities in this agreement, and shall be administered solely by the NECA Chapter. No part of the funds collected under this provision shall be used for any purpose which is held to be in conflict with the interests of the IBEW and its local unions, and the local union is not responsible for the collection of delinquent funds.

The CAF contributions shall be paid monthly with, and in the same manner as, the other fringe benefit trust funds paid under this agreement. The individual employer accepts and agrees to be bound by the CAF trust document. The failure of any Employer to contribute the proper amount is considered a breach of the bargaining agreement. The contribution to the fund shall be subject to the same delinquency requirements as are the other trust funds set forth in this agreement; however, the fund trustees and not the local union shall have the sole responsibility for the enforcement of this provision.

## ARTICLE VIII

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### **SEPARABILITY**

**Section 8.01** *Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.*

**NATIONAL LABOR MANAGEMNET COOPERATION COMMITTEE AND LABOR MANAGEMENT COOPERATION COMMITTEE**

**Section 9.01** The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following: (same as before from hereon)

- 1) to improve communications between representatives of labor and management;
- 2) to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**Section 9.02** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

**Section 9.03** Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in the form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Local NECA Chapter, or its designee, shall be the collection agent for this fund.

**Section 9.04** If an Employer fails to make the required contribution to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

**Section 9.05**      **LMCC**

(a) In accordance with Article VI, Section 6.01 (6) of this Agreement, the parties agree to participate in a Local IBEW/NECA Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9).

(b) Each employer shall contribute \$.01 per hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Local NECA Chapter, or its designee, shall be the collection agent for this Fund. Procedure for collection of delinquent contributions shall be the same as in Section 6.04 of this Agreement.


**9<sup>th</sup> District IBEW Sound/Communications Agreement  
Washington State Addendum**


**Local Unions # 73, 76, 112  
NECA Chapters Inland Empire, Southwest Washington**

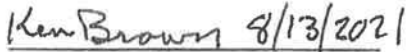
**Agreement Effective August 1, 2021 through July 31, 2024**

**Signed for the Local Unions:**

**Signed for the Employers:**

  
Tim O'Donnell  
Local Union #76 (date) 8/13/2021

 9/15/2021  
Nicole Hite  
Southwest WA Chapter (date)

 8/13/2021  
Ken Brown  
Local Union #73 (date)

 9-15-2021  
David Chally  
Inland Empire Chapter (date)

 8-17-21  
Travis Swayze  
Local Union #112 (date)

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**November 19, 2021**  
  
Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement

Inland Empire & Southwest Washington Chapter NECA // Local Unions #73, #76 & #112 IBEW

## Washington State Addendum to 9<sup>th</sup> District Sound & Communication Agreement

### MEMORANDUM OF UNDERSTANDING

The purpose and intent of this MOU is to reach agreement on the 2021 Washington State Sound & Communications Addendum. With the signing of this MOU the parties agree to amend the July 30th signed settlement agreement to include language within this document.

The parties agree to fully recommend the following:

- August 1, 2022, Implementation of NICET uprates as defined below. (12-month delay)

NICET Level II to be paid at 10% over Journey Technician level while performing specific duties requiring the NICET certification.


- If Level 2 and above Tech performing duties requiring Level 2, they shall receive Level 2 (10%) premium as required.
- Minimum pay of performing NICET duties per shift work will be 2 hours.
- Intent to reimburse Contractors for previous training of NICET certified Individuals. (LMCC) Documentation required.
- Intent to supplement/reimburse future NICET certification expenses to contractors or individuals upon satisfactory completion. (LMCC or JATC)

As of today's date, September 3, 2021, and upon signing this MOU, the 2021-2024 Sound & Communications settlement is final. No other amendments will be made unless mutually negotiated moving forward.


Once signed and distributed, the Chapter will implement the modifications as soon as administratively possible.


SIGNED FOR NECA

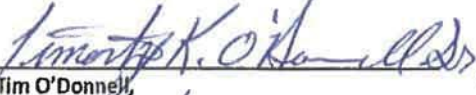
  
\_\_\_\_\_  
Dave Chally,  
Inland Empire NECA  
Date: 9-3-2021

  
\_\_\_\_\_  
Nicole Hite,  
Southwest Washington NECA  
Date: 9-3-2021

SIGNED FOR IBEW

  
\_\_\_\_\_  
Ken Brown,  
IBEW 73  
Date: 9/3/2021

  
\_\_\_\_\_  
Travis Swayze,  
IBEW 112  
Date: 9-3-21

  
\_\_\_\_\_  
Tim O'Donnell,  
IBEW 76  
Date: 9/3/2021