

# Wages & Benefits (Rates per 401K transition listed)

**SECTION 8.01.** Wages shall be paid pursuant to the following schedule.

CLASSIFICATION	RATES EFFECTIVE 9/1/2017 (1/1/2018)
General Foreman and/or Lead Covered Cable Splicer	\$47.18 (per 401K transition=48.94)
Foreman and/or Cable Splicer	\$43.25 (per 401K transition=44.86)
Leadman	\$41.29 (per 401K transition=42.82)
Journeyman Wireman and/or Technician	\$39.32 (per 401K transition=40.78)

**IN ADDITION:**

Pacific Coast Pension Fund	\$4.62
Pacific Coast Pension Fund Surcharge	\$6.44
Local #76 IBEW Retirement Plan	<b>\$3.59 (per 401K transition=2.09)</b>
Health & Welfare	\$7.47
Retiree Health & Welfare	\$ .50
JATC	\$ .67
LMCC (Marketing Fund)	\$ .10
Administrative Fund	\$ .05
BAMF	\$ .32
NEBF	3% of Gross Labor Payroll
NECA	1% of Productive Labor Payroll

Increase Journeymen Wiremen wage package as follows:

**Effective 9/1/2017 – Additional \$1.50 (\$3.00 Total with previous scheduled increase)**

Effective 9/1/2018 – Increase Wage/Fringe Package: \$3.00 per hour

Effective 9/1/2019 – Increase Wage/Fringe Package: \$2.60 per hour

Effective 9/1/2020 – Increase Wage/Fringe Package: \$2.60 per hour

Additionally:

Effective 9/1/2017 – Increase BAMF: \$ .02

Effective 9/1/2018 – Increase LMCC: \$ .05

Effective 9/1/2019 – Increase LMCC: \$ .05

**NOTE:** Increases shall be distributed at the discretion of the Local Union (applied uniformly), however, wage/benefit combinations selected shall not exceed listed amounts. Distribution selections must be made 30 days prior to effective date, and the Chapter so notified.

The parties of this Agreement hereby expressly waive the provisions of the City of Tacoma Sick/Safe Leave Ordinance # 28275 requiring paid sick or safe leave.

**Apprentices:**

APPRENTICE WIREMAN SIX (6) PERIODS		% OF JOURNEYMAN
1 <sup>ST</sup> PERIOD	0 - 1000 hours	40%
2 <sup>ND</sup> PERIOD	1000 - 2000 hours	45%
3 <sup>RD</sup> PERIOD	2000 - 3500 hours	55%
4 <sup>TH</sup> PERIOD	3500 - 5000 hours	65%
5 <sup>TH</sup> PERIOD	5000 - 6500 hours	75%
6 <sup>TH</sup> PERIOD	6500 - 8000 hours	85%
Over 8000 hours and Washington State License		90%

\* Unindentured apprentices also receive Health & Welfare and NEBF.

\*\* Local #76 IBEW Retirement Plan and Pacific Coast Pension Fund contributions paid for those apprentices shall be limited to their percentage classification. The Local #76 IBEW Retirement Plan and the Pacific Coast Pension Fund contributions shall not be paid to unindentured, first and second period Apprentices.

**NOTE:** The wage rates for Apprentices are not based on the time period alone, but shall be governed by the overall efficiency and rating of the Apprentice as determined by the Southwest Washington Electrical Joint Apprenticeship and Training Committee.

The parties to this Agreement may re-determine the hourly Health and Welfare contribution, based upon recommendation from the Trust Committee.

**SECTION 8.02.** Where the Union deems it necessary to protect the jurisdiction of the IBEW, the Union may, prior to the bidding process or letting of a contract for a particular project, consider a modification of the wages and/or conditions as outlined in the current collective bargaining agreement. Should the Union consent to a modification of the labor Agreement for a particular agreement for a particular project, the modification shall apply only to the project in question until its completion. With the exception of the agreed upon modifications, this agreement shall remain in full force and effect.

**SECTION 8.03. NEBF** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent, an amount equal to three percent of his gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than 15 calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit, as provided above, shall be additionally subject to having his Agreement terminated upon 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 collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

**SECTION 8.04. IBEW PACIFIC COAST PENSION FUND** It is agreed by the parties to this Agreement, effective July 1, 1965, to jointly establish and administer a Pension Trust Fund, hereinafter to be known as the IBEW Pacific Coast Pension Fund, to be affiliated with the IBEW Pacific Coast Pension Fund Trust Agreement. Employers who have signed a letter of assent to this Agreement shall contribute the amount per hour as outlined in Article VIII, Section 1 for each compensable hour worked by their employees performing work under the same terms and conditions of this Agreement and in accordance with the trustee approved 2006 Pension Protection Act Recovery Schedules.

**SECTION 8.05. IBEW LOCAL #76 RETIREMENT PLAN** It is agreed by the parties to this Agreement, effective December 31, 1980 (12 o'clock midnight), to jointly establish and administer a Pension Trust Annuity, hereinafter to be known as the IBEW #76 Retirement Fund. Employers who have signed a letter of assent to this Agreement shall contribute the amount per hour as outlined in Article VIII, Section 1 for each compensable hour worked by their employees performing work under the same terms and conditions of this Agreement.

**SECTION 8.06. IBEW LOCAL 76 HEALTH & WELFARE TRUST** It is agreed by the parties to this Agreement, effective July 1, 1972, to jointly establish and administer a Health and Welfare Fund, to be known as the IBEW Health and Welfare Trust of Southwest Washington. In accordance with the Trust Fund Agreement, signed by the Southwest

Washington Chapter, NECA and Local Union No. 76, IBEW jointly established for this purpose and administered in accordance with Federal and State regulations governing health and welfare funds, to provide health and welfare benefits for eligible employees, each Employer shall pay the amount as outlined in Article VIII, Section 1 for each compensable hour worked by their employees performing work under the same terms and conditions of this Agreement.

Also under the IBEW Health & Welfare Trust, there is established an Early Retiree Plan that subsidizes the costs of Health & Welfare insurance for those employees who retire early. Employers, for this purpose, shall contribute the amount per hour outlined in Section 8.01 of this Agreement for each compensable hour worked by their employees.

**SECTION 8.07. UNION WORKING DUES** The Employer agrees to deduct Union working dues from the wages of its employees and forward the money to the Union as authorized in writing by the employee on a form furnished by the Union. The Employer agrees to make this deduction each payroll period in a set percentage and/or cents per hour amount as determined by the Union which shall apply to all employees and which once fixed, shall not be altered or adjusted more than annually, and not without 60 days written notice to the Southwest Washington Chapter, NECA Deduction of working 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. The Union agrees that the Employer assumes no responsibility in connection with the deduction of dues except that of care in forwarding the monies collected.

**SECTION 8.08. PAYROLL SAVINGS PLAN** With written authorization by an employee on a form supplied by the Union, the employer agrees to deduct either six percent or twelve percent from the employee's wages as a payroll savings plan. Amounts deducted for each employee shall be recorded on the fringe benefit reports and forwarded to the Local #76 Federal Credit union pursuant to procedures applicable to payment of employee benefit funds.

**SECTION 8.09. BAMF** Employers signatory to this labor agreement with Local 76, IBEW shall contribute at the amount per hour as outlined in Article VIII, Section 1 worked for each employee covered by this agreement to the Bargaining Agreement Maintenance Fund. (BAMF)

**SECTION 8.10. LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)** The parties agree to participate in a 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:

- 1) To improve communications between representatives of Labor and Management;
- 2) To provide workers and employers with opportunities
- 3) To study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 4) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 5) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 6) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 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 8.11.** 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 LMCC, as provided in said Agreement and Declaration of Trust.

**Section 8.12.** Payment shall be forwarded monthly at the amount per hour as outlined in Article VIII, Section 1 and 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 S.W. Washington Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**SECTION 8.13. NLMCC** 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. s175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. s186(c)(9). The purposes of this fund include the following:

- 1) To improve communication 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 in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 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.

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.

Each Employer shall contribute one cent (\$.01) per hour (included in the LMCC) worked under this Agreement up to a maximum of 150,000 hours per year. 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 Southwest Washington Chapter, NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions 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, but not less than the sum of twenty (\$20), for each month payment of contributions is delinquent to the Fund, such amounts 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 attorneys' fees.

**SECTION 8.14. ADMINISTRATIVE EXPENSE FUND** Employers shall remit at the amount per hour as outlined in Article VIII, Section 1 for each employee covered by this Agreement to the Administrative Expense Fund for the purpose of collecting, bookkeeping, distributing and otherwise administering the fringe benefit monies collected herein. The contribution rate per hour shall not be construed as, for negotiating purposes, a part of the total wage fringe package and will remain borne by the Employer unless otherwise agreed between the parties. Disbursements from the Administrative Expense Fund shall be jointly directed by Local 76, IBEW and the Southwest Washington Chapter, NECA.

**SECTION 8.15.** All employees fringe benefit payments as outlined in this Agreement shall be made by negotiable check or draft and constitute a debt due and owing the respective benefit trust, boards, etc., on the last day of each calendar month, which may be recovered in a manner as later described herein.

Respective employee fringe benefit payments shall be received by the Administrator responsible for the funds.

All fringe benefit payments shall be accompanied by properly completed fringe benefit remittance forms as prescribed by the parties to this Agreement and shall be received by the Administrator responsible for the funds no later than the 15th day of each month for payroll periods ending during the preceding month.

Employer delinquencies and/or defaults in the prompt payment of wages, travel, subsistence and/or employee fringe benefit contributions as provided for and required by this Agreement shall constitute a breach of this Agreement.

Failure to forward negotiable fringe benefit remittances as outlined in this Agreement for the entire amount due, in sufficient time to be received by the 15th of the month will automatically require immediate payment of damages as prescribed by the respective Trust Agreements as well as delinquent amounts due and will further require other action as set forth in this and/or the Trust Agreements. The Employer agrees that the Trust funds may bring action under the terms of the Trust Agreements and collections procedures to enforce the terms of this Agreement.

For Employers without at least 24 months of continuous current contributions, the Trust Funds, as a condition of participation by the Employer, may require that the Employer execute and show proof of a bond, in such form and with a reputable and established company, satisfactory to the Trust Funds, in an amount of \$10,000.00 as a surety for the prompt payment of contributions required by this Agreement, and legal fees, collection costs and other damages as described in the Trust Agreement, in the event of suit against the Employer or bond.

In the event of delinquency, the Trust Funds, as a condition of continued participation by the delinquent Employer, may require that the Employer execute and show proof of a bond, in such form and with a reputable and established company, satisfactory to the Trust Funds, in an amount equal to \$10,000.00, or the amount of the delinquency, whichever is greater, as surety for the prompt payment of contributions required by this Agreement, and legal fees, collection costs and other damages as described in the Trust Agreements, in the event of suit against the Employer or the bond. In the event a new Employer becomes delinquent, additional bonding beyond the \$10,000.00 may be required by the Trust Funds in the amount by which the delinquency exceeds its current bond. The bond shall be delivered to and held by the Trust Funds' collection counsel and the proceeds disbursed upon reduction of the Trust Funds' claims to judgement. In lieu of the bond, the Employer may post \$10,000.00 cash to the client trust account of the collection counsel

to be held for the benefit of the Trust Funds.

In the event the Employer satisfies all claims against it by the Trust Funds and no further delinquencies occur within a two-year period, the Employer will be relieved of the requirement to post the bond, and any cash deposit held in trust will be returned to the Employer without interest.

It shall not constitute a violation of this Agreement on the part of the Union, after serving a 72-hour written notice, to withdraw IBEW-represented employees from delinquent and/or defaulting employers.

It shall not constitute a violation of this Agreement on the part of the Union after serving a seventy-two-hour notice in writing upon delinquent and/or defaulting Employers, to terminate this Agreement and/or demand payment within the seventy-two-hour period (excluding Saturday, Sunday, holidays or any day observed as such) provided the Employer fails to show satisfactory proof that the required employee fringe payments have been paid to the Local Employees Benefit Board.

In the event payment is not made within the 72-hour period, the Union may take any legal and/or economic action deemed necessary for collection. If economic and/or legal action becomes necessary, the Employer shall be liable for: All losses suffered by their employees; costs incurred by the Union for any action taken; legal fees and court costs incurred in the collection of said payments.

**SECTION 8.16.** Each individual Employer shall contribute an amount not to exceed one percent 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:

- 1) Twenty-five percent of all productive electrical payroll in excess of seventy-five thousand manhours paid for electrical work in any one-chapter area during any one calendar year, but not exceeding 150,000 manhours.
- 2) One hundred percent of all productive electrical payroll in excess of one hundred fifty thousand manhours 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 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.

**SECTION 8.17.** NECA and IBEW agree this agreement is a "living agreement". Through partnering, when language has been agreed to or concepts agreed to by the parties, they will be made into amendment form and added to this agreement.