

SOUND COMMUNICATIONS
TELEPHONE INTERCONNECT
AGREEMENT
BETWEEN
IBEW LOCAL UNION NO.46
AND
ELECTROCOM

OCTOBER 1, 2017
THROUGH
FEBRUARY 28, 2021

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AGREEMENT

This Agreement is made and entered into this 5th day of March 2018. By and between ELECTROCOM and the International Brotherhood of Electrical Workers Local No.46 AFL-CIO Hereinafter referred to as the Union.

Certain qualifications, knowledge, experience and financial responsibilities are prerequisites for an Employer to become signatory to this Agreement. No Employer shall become signatory to this Agreement unless maintaining a permanent legally zoned place of business with telephone, aside from his personal residence. Furnish written evidence of having financial status to meet payroll requirements. Employ at least one (1) Journeyman Technician on a full-time basis (minimum forty (40) hours per regular work week) and be in possession of a valid state license covering the scope of Work of this Agreement. The Union will not recognize nor furnish workmen to an Employer who has not become signatory hereto and is in compliance with and is regularly and currently in the business of performing work covered by the Scope of this Agreement.

ARTICLE I **MANAGEMENTS RIGHTS**

Section 1 The Employer retains all rights except as those rights are limited by the express and specific language of the subsequent provisions of this Agreement.

Section 2 The Employer shall have the complete ownership, direction, and management of the job under the terms of this agreement.

Section 2(b) When a conflict of interest is deemed to exist on skills versus seniority rights, the Employer shall provide a forum for fact finding and discussion.

Section 3 Nothing shall be permitted that restricts the production or increases the time required to do the work, and no limitation shall be placed upon the amount of work an Employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tool, or labor saving device.

Section 4 The Union has all rights which are specified in the subsequent provisions of this Agreement and retains all rights granted by law, except as such rights may be limited by the provisions of this Agreement.

ARTICLE II

RECOGNITION

Section 1(a) The Employer recognizes the Union as the sole collective bargaining agency representing all Employees performing work described under trade jurisdiction (Scope of Work) but not limited to; Project Managers/Foremen, Journeymen Electronic Systems Technicians, Journeyman Electronic Systems Service Technicians, Apprentices, Journey Technicians and Stockmen in the respective operations, but excluding Engineers, Office-clerical Employees, Confidential Employees, Management Trainees, Administrative Employees, Supervisors, and Watchmen or Guards as defined in the National Labor Relations Act as amended.

Section 1(b) Only upon successful completion of the Specialty Electrician 06 license & Network Plus Exam or equivalent as determined by management, Electrocom will grant Journeyman Electronic System Technician status.

Section 2 The Union's jurisdictional area shall consist of the counties of King, Kitsap, Jefferson and Clallam in the State of Washington.

Section 3 The Union shall supply qualified Technicians. In the event the Union cannot supply such qualified Technicians within forty-eight (48) hours, excluding Saturday or Sunday, the Employer may hire from any source, with the provision that the Employer shall advise the Union of such employment within seventy-two (72) hours. The Employer shall give the name and social security number of any person so hired.

Section 4 In the event more favorable terms or conditions than those set forth in this Agreement are granted by the Union to another Employer engaged in all of the work covered by this Agreement, then such more favorable terms or conditions shall be allowed to signatory Employers. The Union shall immediately notify the Employer group of any such Agreements/Contracts.

Section 5(a) **Scope:** The installation, operations, maintenance, repair, and services of electronic apparatus by which electricity is applied for the amplification, transference, recording, or reproduction of voice, music, sound, data and vision which may apply to the following: communication systems, audio systems, clocks, background music, commercial television receivers, commercial and educational closed circuit television, satellite television systems, and master antenna television systems, instrumentation and low voltage switching systems, mobile radio systems, data systems, and other limited energy systems.

Section 5(b) All installation, supervision, maintenance for fire alarm, security and surveillance, multiplex alarm and controls, life safety audio and alarm, audio and visual communications, clock, TV, and data systems.

Section 5(c) All repair and service for fire alarm, security and surveillance, multiplex alarm and controls, life safety audio and alarm, audio and visual communications, clock, TV, and data systems.

Section 5(d) Work operations may also include pulling conductors into continuous raceways, existing communication or telephone systems raceways and the placing of incidental surface raceways (not continuous raceways).

Section 6 No work, not in conflict with this Agreement, shall be done which comes under the work jurisdiction of a Journeyman Inside Wireman.

ARTICLE III UNION SECURITY

Section 1(a) All Employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 1(b) All Employees as noted in Section 1(a) above shall pay or offer to pay the initiation fees and regular monthly dues uniformly required for membership in the Union.

Section 2 The dismissal of any Employee for failure to comply with the provisions of this Article III shall be by written notice from the Union to the Employer and the Employee and allow ten (10) working days from the receipt of notice to bring his or her membership into good standing.

Section 3 The Union reserves the right to discipline its members for violation of its Constitution, By-laws, and Agreements.

Section 4 **UNION DUES CHECK-OFF** Upon receipt of a written personally signed wage deduction authorization form by an Employee of ELECTROCOM covered under the Collective Bargaining Agreement by and between ELECTROCOM and the International Brotherhood of Electrical Workers, Local Union 46, Seattle, Washington, ELECTROCOM shall deduct from such Employee's wages initiation fee, monthly dues and assessments as uniformly required. ELECTROCOM shall transmit to the Financial Secretary of Local 46, IBEW on or before the fifteenth (15th) day of the current month those deductions made for the immediate past month along with a list of those Employees and the amount of monies for who such deductions have been made.

ARTICLE IV NON-DISCRIMINATION

Section 1 Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of an Employee or job applicant.

Section 2 Neither the Employer nor the Union shall unlawfully discriminate against any Employee on the basis of race, color, creed, sex, age, nationally, marital status, or the presence of any sensory, mental, or physical handicap except where such sensory, mental, or physical disability hinders job performance.

Section 3 Employees are fully and adequately protected from such discrimination by law. The parties agree that all allegations involving alleged discrimination shall be processed through state and/or federal administrative agencies; and not through the grievance and arbitration provision of this Agreement.

Section 4 The apprenticeship program is governed and regulated solely by Federal and Washington State Law. An upper age limit may be imposed.

ARTICLE V **UNION REPRESENTATIVES**

Section 1 Upon notice to the Employer, the Business Representatives of the Union may carry on investigations and/or inspections at any operating unit of the Employer at reasonable hours and in such manner as not to interfere with normal operations. Any Union meetings held at the Employer's place of business will be conducted outside of regular working hours at the Employee's expense with notice to employer.

Section 2(a) A shop steward may be appointed by, be removed by, subject to the authority of, and shall report to the Business Manager of the Union.

Section 2(b) The Union shall furnish the Employer, in writing, the name of the Employee who has been designated as Shop Steward, and shall immediately notify the Employer, in writing, in the event of any change.

Section 2(c) The Shop Steward shall be allowed reasonable time to investigate grievances during working hours without loss of pay.

Section 2(d) It is understood by the Union that the Shop Steward will not solicit grievances, and the grievances will be handled promptly with minimum interference to normal operation.

ARTICLE VI **SENIORITY**

Section 1 All new Employees shall be employed on a probationary basis of up to ninety (90) calendar days during which time he or she may be discharged without recourse to the grievance procedure. At the conclusion of such probationary period they will be considered new Employees and shall have no seniority.

Section 2 All Employees hired before October 1, 2006 will be considered old Employees and credited with seniority from his initial date of hire.

Section 2(a) In determining seniority, no deductions shall be made because of illness, accident, layoff, or leave of absence when such time off does not exceed twelve (12) months.

Section 2(b) Any Employee shall lose seniority under this Agreement for the following reasons:

1. Voluntary termination.
2. Discharge for cause.
3. Failure to return to work within five (5) working days after receipt of written notice of recall from layoff.
4. Failure to return to work promptly after an authorized leave of absence.

Section 2(c) The Employer and the Union agree that length of service shall govern in layoffs and recalls. Therefore, the employee with the shortest length of employment (seniority) shall be laid off first and the employee with the longest length of employment (seniority) shall be recalled first.

Section 2(d) When all other methods have not resolved conflicts, seniority shall govern.

Section 2(e) In the event of its being determined in accordance with the arbitration clause of this Agreement that an Employee has been unfairly discharged, said Employee shall be reinstated in accordance with the arbitrator's decision.

Section 2(f) An Employee called into military service shall not lose any seniority accrued to that time.

Section 2(g) Existing employees, as of October 1, 2006, shall not be adversely affected due to the employment of the new Journey Technician classification.

ARTICLE VII **NO STRIKE - NO LOCKOUT**

Section 1 Neither party shall authorize, aid or condone any strike, lockout, sit down, sit in, slowdown, boycott or other curtailment of work during the life of this Agreement. Any action of the Employer in closing operations during a general strike, riot, or civil commotion, for the protection of property, shall not be deemed a lockout.

Section 2 All differences or disputes that may arise from the interpretation or application of the Agreement, shall be settled in accordance with the grievance and arbitration procedure herein provided.

Section 3 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an Employee refuses to go through or work behind any primary picket line sanctioned by the building trades, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of business. The exercise of Employee rights under this section, whether individually or in concert with others, shall not be subject to the grievance, arbitration or no-strike provisions of this Agreement.

ARTICLE VIII
SETTLEMENT OF DISPUTES

Section 1 A grievance is defined as an alleged violation of the express terms and conditions of this Agreement. The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes which the Union or Employees may have and which relates to or concerns the Employees and the Employer.

Section 2 The intent of this grievance procedure is to settle such disputes or complaints at the point of origin. In the event that such complaint or dispute arises during the life of this Agreement, it shall be processed only by recourse to the following successive steps:

STEP 1 Within five (5) working days after the first occurrence of the situation, conditions, or actions of the Employer giving rise to the alleged grievance, the Employee affected may personally present his grievance to his immediate supervisor. The Employee may also have present his Shop Steward.

STEP 2 If no satisfactory settlement is reached, the Employee may present his grievance to the Employer who shall attempt to resolve the grievance within three (3) working days.

STEP 3 If a satisfactory settlement is not reached the grievance shall be reduced to writing and be referred to a joint committee of the Employer and Union within ten (10) working days after the occurrence. Said committee shall consist of one (1) representative for the Union and one (1) representative for the Employer.

STEP 4 Should this committee be unable to agree within the ten (10) day period, they shall then within seven (7) working days select a third disinterested party to serve as an arbitrator. In the event that the Employer and the Union are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the American Arbitration Association. The arbitrator shall be selected from the list by both the Employer and the Union each alternately striking a name from the list until only one (1) name remains. The arbitrator shall render a decision as promptly as possible, and in any event within thirty (30) days from date of case presentation. The decision of the arbitrator shall be final and binding on both parties.

Section 3(a) The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of the Agreement in reaching a decision.

Section 3(b) The arbitrator's fee and expenses and any court recorder's fee and expenses shall be borne equally by both parties.

Section 4 Time limits referred to in this Article must be strictly adhered to but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

ARTICLE IX
WORK PERIODS AND HOURS

Section 1(a) The normal work week shall consist of five (5) consecutive days of eight (8) consecutive hours each Monday through Friday between the hours of 6:00 am and 6:00 pm exclusive of not less than one half (1/2) hour nor more than one (1) hour off for lunch. A normal work week may also consist of four (4) consecutive days of ten (10) consecutive hours each between the days of Monday through Friday between the hours of 6:00 am and 6:00 pm. The normal workweek shall be forty (40) hours.

Section 1(b) Unless four (4) consecutive days of ten (10) consecutive hours are being worked, any work beyond eight (8) hours per day shall be compensated at the overtime rate of one and one half (1½) times the straight time rate for the first two (2) hours of overtime worked following a regular shift and two (2) times the straight time rate for all other overtime hours worked.

Section 1(c) For employees working four (4) consecutive days of ten (10) hour shifts, any work beyond ten hours shall be compensated at two (2) times the straight time rate of pay.

Section 1(d) If after completing four (4) consecutive days of ten (10) hour shifts during the normal Monday through Friday work week, an employee works a fifth shift within the normal Monday through Friday work week, they shall be compensated at the overtime rate of one and a half times the straight time rate of pay for the first 8 hours. All hours worked over eight shall be compensated at two (2) times the straight time rate of pay.

Section 1(e) For employees who begin the work week on a four-day ten-hour schedule, all reasonable efforts will be made to complete the week on said schedule. Any compensation regarding exceptions to the above will be addressed on an individual basis between management and the employee.

Section 1(f) Work on Saturday shall be compensated at one and one half (1½) times the straight time rate for the first eight (8) hours. All hours worked over eight (8) on Saturday and all hours worked on Sunday shall be compensated at two (2) times the straight time rate.

Section 1(g) Two (2) times the straight time rate shall be the maximum compensation for any hour worked.

Section 2(a) In the event it is necessary to establish a mutually agreeable work schedule other than normal (as described in Section 1 above) the following conditions and compensation shall apply.

Section 2(b) The work period shall consist of eight (8) consecutive hours with a one half (1/2) hour lunch after four (4) hours. If drive-time exceeds a total of three (3) hours per day then the work day period may, at the Employee's option, be adjusted to a minimum of seven (7) hours, six and one-half (6½) hours of production and a half (1/2) hour lunch period.

Section 2(c) Employees scheduled to work shall be notified at least seventy-two (72) hours in advance of the reporting time. Shorter notification shall be by mutual agreement.

Section 2(d) Employee shall have a minimum of eight (8) hours off between regular and/or irregular shifts.

Section 3 START TIME DIFFERENTIAL

- (a) Shift starts between 6:00 am and 11:59 am; regular straight time rate of pay
- (b) Shift starts between 12:00 noon and 5:59 pm; five (5) percent over regular straight-time rate of pay
- (c) Shift starts between 6:00 pm and 5:59 am; ten (10) percent over regular straight time rate of pay
- (d) Above premium rate shall apply if overtime is required

Section 4(a) SHOW UP TIME

Any Employee reporting to work upon request of employer but not starting work shall be paid two (2) hours at the appropriate shift start rate of pay.

Section 4(b) MINIMUM START TIME

Any Employee reporting to work upon request of employer and starting work shall be paid for a minimum of four (4) hours at the appropriate shift start rate of pay.

Section 4(c) An Employee called to work and completing six (6) or more hours in a shift shall be paid for a full shift of eight (8) hours at the appropriate shift start rate of pay.

Section 5(a) EMERGENCY SERVICE (STANDBY)

1. All Employees holding a Washington State O6 license and that have been issued a vehicle (except those with proper medical exemption) shall be placed on the standby list. It will be the Employer's responsibility to provide all specialty tools and service parts. The Employer will also provide the time necessary for the Employee to acquire said tools and parts.

2. Standby will run on a weekly basis from 7:30 am Tuesday through 7:29 am the following Tuesday. Employees shall be compensated at two hundred and twenty-five dollars (\$225.00) for the Standby duty period. This will be additive to any Emergency Service Call Out (see Section 5(b)) compensation.

Section 5(b) **EMERGENCY SERVICE CALL OUT**

Shall be compensated at one and one half (1½) times the straight time rate of pay for the first two (2) hours, and two (2) times the straight time rate of pay for all hours thereafter. Time shall start from the Employee's residence, to job, time on the job, and return to Employee's residence. For call out's after or that run past ten (10) p.m. all hours (after ten (10) pm) until Employees return will be deducted from his start time for the next day's work period (except Friday and Saturday nights). He will be compensated at the straight time rate of pay for this lost work time.

Section 5(c) Employees required to answer the phone (or other electronic devices) relating to Emergency Service Call Out shall be compensated (for each instance) at one and one-half (1½) times the straight time rate of pay with a minimum of one (1) hours pay.

Section 5(d) The Employer recognizes that all Employees may not have the training or expertise necessary to complete repairs on systems they may be called out to service. The Employer accepts all responsibility for the Employees failure to accomplish said repairs.

Section 6 **WITHIN STATE**

Out of town work requiring an overnight stay shall be compensated at an additional five (5) percent over the straight time rate (Appendix A) for all hours worked at the job site.

Section 7(a) **OUT OF STATE**

Employers doing work out of state may transfer one (1) Employee of the Bargaining Unit already on payroll into the jurisdiction of the Local Union to perform work. Other Employees, if needed, shall be secured in accordance with Local Union's referral; but, if the referral office is unable to fulfill the Employer's requirements of a qualified Electronic System or Sound System Technician, the Employer may transfer additional Employees into the jurisdiction of the Local Union with pre-authorization. The Local Union shall be notified by Employer prior to the transfer of any Employee from outside the jurisdiction of the Local Union and shall be furnished information as to the Employee's name, address, and Union membership status.

Section 7(b) Base rate of pay for out of state hours worked at the job site shall be increased by fifteen (15) percent. This premium rate shall apply if overtime is required.

ARTICLE X
CONDITIONS OF EMPLOYMENT

Section 1 When four (4) or more Employees are assigned to one (1) job site, one (1) shall be assigned as "Project Manager"/ "Foreman" and be compensated at ten (10) percent over the straight time rate of pay.

Section 2(a) The Employer shall have the right to determine the competency and qualifications of its Employees and the right to discharge or discipline 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 Employees have been unjustly discharged. However, it is understood that any new Employee, except Apprentices, shall be on probationary status for ninety (90) days and during that period may be terminated for any reason whatsoever. Said termination shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 2(b) In the event of layoff, termination of discharge, the Employer shall, upon request, furnish the Employee and the Union written notice.

Section 3(a) All Apprentices shall complete their Apprenticeship training in accordance with the Electrocom/Washington State Apprenticeship Council approved program at the Puget Sound JATC.

Section 3(b) Apprentices shall be hired indentured and work under the rules and regulations of the Joint Apprenticeship and Training Committee, as approved by the Washington State Apprenticeship council.

Section 3(c) The ratio of Apprentice Technicians to Journeyman Technicians shall be one (1) Apprentice for each Journeyman with the exception of the shop employing one (1) Journeyman. In this latter situation, the shop may apply for one (1) Apprentice Technician. Apprentice Technicians shall work under the direct and personal supervision of a Journeyman Electronic Systems Technicians or Journeyman Electronic Systems Service Technicians.

Section 4 WAGE PAY PERIOD
Wages will be paid biweekly; payment will be made within five (5) days from the end of the pay period on a preset schedule.

Section 5 When Employees are required to wear uniforms as a condition of employment, it shall be the responsibility of the Employer to purchase and the Employee to provide for laundry of such uniforms, except when dry cleaning is required.

Section 6(a) SAFETY IT shall be the responsibility of the Employer to recommend and develop safety work rules that are equal to or greater than the standards of construction established by the Occupational Safety and Health Act (O.S.H.A.) as amended, and the Washington Industrial Safety and Health Act (W.I.S.H.A.) as amended.

Section 6(b) The Employer shall furnish all approved safety devices as may be necessary to perform a particular job. Employer shall promptly repair or replace any such equipment or devices found to be unsafe.

Section 6(c) No Employee shall be required to operate or use company owned or leased equipment that is unsafe or hazardous. It shall be the Employee's responsibility to advise the Employer of any such equipment to be unsafe or hazardous.

Section 6(d) It is the Employer's exclusive responsibility to enforce safety rules and standards.

Section 6(e) This Agreement is not intended to and shall not be construed as creating, imposing, or adopting any state common law duties.

Section 7 Employees shall be provided rest periods not to exceed fifteen (15) minutes within the assigned task area, such breaks are to be taken near to the midpoint of each four (4) hour work period as practicable.

Section 8 Progressive Discipline Procedure:

- (a) Verbal Warning
- (b) Written Warning
- (c) Suspension
- (d) Termination

The Union is to be advised in writing of each progressive step.

Section 9 Specialized required training or trade shows shall be made available to all Employees, at no cost to the Employee on an equal opportunity basis. Employees will be compensated at their base hourly rate for training and travel up to a maximum of eight (8) hours in a twenty-four (24) hour period.

Section 10 COMPANY DRIVING POLICY

Electrocom reserves the right to determine who may and who may not operate company owned vehicles. Employees are required to report (to the Employer) any moving violation or accident incurred while driving a company owned vehicle.

Employees may lose the right to drive a company owned vehicle for any of the following reasons:

1. Conviction of driving a company owned vehicle while under the influence (DUI) reckless driving and/or negligent driving.
2. Having more than one (1) at fault accidents, moving violations or any combination thereof while driving a company owned vehicle.
3. Being reported operating a company owned vehicle three (3) times in three (3) years in an unsafe manner.
4. Any Employee whose driving record causes cancellation of the company's insurance, or an increase in premiums, will lose the privilege to drive a company vehicle.

ARTICLE XI
TRAVEL - DISPATCH - SUBSISTENCE

Section 1 Employer shall normally furnish transportation for all Employees during working hours for travel from shop to job, job to job, and job to shop.

Section 2 Employees shall normally furnish their own transportation to and from the job before and after working hours. When such job locations are less than forty-five (45) minutes from their principal residence, the Employee shall not receive compensation for time and shall report at the scheduled starting time and shall not leave the job before the regular quitting time. In such cases the job shall be considered the same as the Employers place of business. Drive time, except Section 7 of this Article, shall be at a maximum of one and one-half (1½) times the straight time rate of pay and shall not include the first forty-five (45) minutes from or to their principal residence. Production overtime shall remain as stated in Article IX, Sections 1(b) and (c). Drive time in excess of two and one-half (2½) hours in one (1) direction may be treated as an overnight stay when mutually agreed upon by the Employee and the Employer.

Section 2(a) Should an existing Employee move further away from an existing metro area of Tacoma, Seattle, Bellevue and/or Everett, any additional paid drive-time incurred in the Employee's commute will be determined by mutual agreement between the Union (shop steward) and the Company.

Section 3 Use of any Employees private vehicle shall not be required as a condition of employment. In those instances where it is necessary for an Employee to use his/her personal vehicle on company business, reimbursement shall be made at the current I.R.S. established rate per mile traveled in excess of thirty (30) miles from home to first jobsite and thirty (30) miles from last jobsite to home. All miles traveled between jobs and all miles traveled to or from Employer's place of business to job site shall be compensated at the current I.R.S. established rate. No time or mileage shall be compensated from Employees home to Employer's place of business or from Employer's place of business to Employee's home.

Section 4 The Employer will furnish liability coverage as required by state law on personally owned automobiles used by Employees on company business.

Section 5(a) Employees assigned to out of town jobs requiring an overnight stay shall be guaranteed a minimum of eight (8) hours in each twenty-four (24) hour period.

Section 5(b) If such assignment requires an overnight stay, the Employee shall be advanced sufficient money to cover actual incurred expenses for meals and accommodations which shall be substantiated by receipts.

Section 5(c) Should such assignment require an overnight stay, and the Employee prefers to travel to and from his/her residence and the job, being on the job site eight and one-half (8½) hours per day or 10.5 for 10-hour shift, he/she may, by mutual Employer-Employee agreement, be compensated at the rate of fifty (50) dollars per day in lieu of time and mileage and/or subsistence.

Section 6 The time, mode of travel and determination for overnight away from home lodging shall be first approved by the Employer.

Section 7 Employees required to travel on Employer assignments will be reimbursed for cost of travel, meals and lodging. In addition, their base hourly rate will be paid for those hours subject to the direction of the Employer up to a maximum of eight (8) hours of travel in a twenty-four (24) hour period. Unverified expenses will not be reimbursed. All foreseeable expenditures shall be mutually agreed upon before travel.

ARTICLE XII **REQUIRED TOOLS**

Section 1(a) The Employee shall provide himself with the necessary hand tools to perform the assigned work. The Employee shall furnish the following tools:

2 Sets Channel Locks 7" - #720	Crescent 6"
Flashlight	Punch Down Tool (for Siemens Block)
Soldering Tool	Tap Wrench Up to 5/16"
Allen Wrench Set	15 in one Screwdriver or equivalent
Hammer	25' Tape Measure
Hacksaw	
Keyhole Saw	
Needle nose Pliers	
Pliers, Side cutters, 8"	
Wire Stripper	
Pocket Level, Torpedo 6" "	

Section 1(b) The Employer will provide the necessary power tools and test equipment to perform the assigned work, and the Employee shall be held responsible for such company furnished tools and equipment assigned to him.

Section 2 Employer provided tools and equipment broken or worn out in service will be replaced upon return to Employer. Replacement cost of tools or equipment lost or broken through carelessness shall be charged to the Employee.

Section 3 Employee provided tools broken or worn out in the routine work of the job will be replaced on return to the Employer.

ARTICLE XIII
SICK LEAVE

Section 1 An Employee will not be eligible for sick leave until completion of the ninety (90) day initial period for employment. Accrued sick leave from the initial date of employment will be credited to the Employee at the completion of the ninety (90) day initial period.

Section 2 Sick leave will be earned as follows: Seven (7) days per year or 4.667 hours per month or 1.07 hours per week.

Section 3 Sick leave is cumulative to a maximum of fourteen (14) days.

Section 3(a) All sick leave that has been accumulated, in excess of the maximum of fourteen (14) days, must be used by January 1st of each consecutive year.

Section 4(a) By mutual agreement, all unused accrued sick leave in excess of the maximum cumulative amount will be paid on an annual basis at the then current straight time rate of pay.

Section 4(b) Upon termination, any and all accrued sick leave (up to 14 days), shall be paid to the Employee at the then current straight time rate no later than the first pay period after termination. With exception of termination for just cause (stealing, assault etc.).

Section 5 The Employer reserves the right to require a doctor's certificate verifying an Employee's illness after two (2) consecutive days.

ARTICLE XIV
HOLIDAYS

Section 1 Employee shall be eligible for Holidays contained in Section 2 upon date of hire.

Section 2(a) The nine (9) Holidays, listed below, will be granted with pay for eligible Employees. If worked, the Employee will be paid double time for all hours worked in addition to holiday pay guarantee.

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Floater
Labor Day	

Section 2(b) The ninth (9th) Holiday will be a floater that is mutually agreeable to the Employer and Employee.

Section 3 Any Holiday designated in Section 2(a) falling on Saturday shall be observed on the immediate preceding Friday. Any Holiday designated in Section 2(a) falling on Sunday shall be observed on the immediate following Monday.

The following Holidays designated in Section 2(a) shall be observed on the Federal or State designated days as noted:

- (a) President's Day- Third Monday in February
- (b) Memorial Day - Last Monday in May
- (c) Labor Day - First Monday in September
- (d) Thanksgiving - Fourth Thursday in November

In the event that a designated Holiday falls on an Employee's scheduled day off other than Saturday or Sunday, the Department Operation Manager shall grant the Employee the next scheduled workday off or permit the Employee to select any day of within the next fourteen (14) calendar days.

Section 4 The Employer shall pay each qualified Employee at the straight time hourly base rate not to exceed eight (8) hours for each of the above-designated Holidays. In order to qualify for Holiday pay, an Employee must have worked the last scheduled workday before and the first scheduled workday after the holiday, provided the Employee is not on scheduled vacation, sick leave, or by permission of the Employer.

Section 5 Whenever the Employer voluntarily declares any day or days to be a Holiday other than those listed in this Agreement, and temporarily suspends business for this reason, the regular provisions of this Agreement, relating to Holidays shall apply to such day or days unless designated by governmental emergency or declared Holiday.

ARTICLE XV **VACATIONS**

Section 1 Employee paid vacations are scheduled in relation to the length of continuous service determined by the Employee's anniversary hire date.

Section 2 Vacation is cumulative to a maximum of what can be accrued in one year as determined by Section 5(b) of this Article, plus a carry over of a maximum of ten (10) days from the previous year. Any variation to this Section will be by mutual agreement.

Section 2(a) The maximum number of days that may be carried over into a subsequent year shall not exceed ten (10) days. All vacation that has been accumulated, in excess of the maximum of ten (10) days, must be used by January 1, of each consecutive year. If, for business purposes, the Employer denies requested vacation time in excess of the allowed accumulation plus ten days, those days shall be allowed to carry over into a subsequent year and shall be used as soon as practical.

Section 3 Employees starting their first year with an Employer are eligible to receive paid vacation in accordance with the schedule in Section 5.

Section 4(a) All Employees new to the Bargaining Unit shall receive five-twelfths (5/12) days per month vacation for the first year. After one (1) year in the Bargaining Unit vacation shall be earned at the rate for continuous years worked, Article XV, Section 5(b).

Section 4(b) VACATION ACCRUAL

Continuous Service	Vacation Accrued	Monthly Factor
Date of Hire through 12 months	5/12 days/mo. = 5 days/yr.	0.4167
13 months through 48 months	10/12 days/mo. = 10 days/yr.	0.833
49 months through 108 months	12.5/12 days/mo. =12.5 days/yr.	1.042
109 months through 168 months	15/12 days/mo. = 15 days/yr.	1.250
169 months through thereafter	20/12 days/mo. = 20 days/yr.	1.667

Section 5 The vacation period covers the entire calendar year, January 1 to December 31, inclusive. Since vacations are for the Employee's pleasure and relaxation, the Supervisor will try to arrange, as far as practical, vacation dates to suit personal plans and business requirements. Employees may request splitting vacations subject to Supervisor's approval. Due to business requirements, vacation requested between August 1 and September 15 will be subjected to Supervisor's approval.

Section 6 Employer shall accrue vacation pay for Employee and remit to Employee his vacation pay at the then current straight time rate of pay on the established payday during which period the Employee has taken vacation.

Section 7 Upon termination of an Employee, any and all accrued vacation from hire date shall be paid, at the then current straight time rate of pay, no later than the first pay period after termination.

Section 8 Employees must have been employed by the Employer for ninety (90) calendar days to be eligible for vacation. Upon completion of ninety (90) days, vacation accrual will revert to date of hire.

ARTICLE XVI **HEALTH AND WELFARE**

Section 1 Effective October 1st, 2017 the employer agrees to contribute eight dollars and seventy-five cents (\$8.75) for each hour worked by each employee performing work covered under this agreement to the Puget Sound Electrical Workers Health and Welfare Trust Fund, a jointly trust created pursuant to Section 302(c) of the Labor Management Relations Act of 1947 (Taft-Hartley).

Section 2 Payments shall be due on the fifteenth (15th) day 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 3 Each Employer, party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Worker's Healthcare Trust Fund, effective January 1, 1976, and all amendments or revisions, hereafter adapted, and further agrees to accept as its maintenance of benefits the current Employer Trustees and their lawfully appointed successors.

Section 4 In addition to the remedies provided in the aforementioned Trust Agreement, in the event of delinquency in the payment of contributions required by this Agreement, an Employer who fails to remit regularly shall be subjected to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served on the Employer by the Union, provided the Employer fails to show proof that the delinquent payments have been paid to the Trustees of the Puget Sound Electrical Worker's Healthcare Trust Fund.

Section 5 When an Employer is delinquent in filing the contribution report or paying promptly the Healthcare contributions required, it is agreed that the Union shall take such action as appears to the Union to be appropriate to effect collection.

Section 6 The failure of an Employer to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Healthcare Trust Fund shall also constitute a breach of this Labor Agreement.

Section 7 In no event, however, shall the Trustees be obligated to pursue the collection of delinquent contributions through the grievance-arbitration procedures provided in this Labor Agreement.

Section 8 Additional cost after September 30, 2008, if any, to maintain benefits provided under the Puget Sound Electrical Worker's Health and Welfare Trust Fund shall be paid for entirely by each Employer signatory to this Agreement on behalf of each Employee performing work under the terms and conditions of this Agreement.

ARTICLE XVII **PENSION PLAN**

Section 1 Effective October 1, 2017 the Employer agrees to pay the IBEW Pacific Coast Pension Fund at its offices currently established in San Francisco, California, the sum of Three dollars (\$3.00) per hour worked for each Employee covered under the terms and conditions of this Agreement to provide a pension program and to accept, assume, and be bound by all of the obligations imposed upon the individual Employer by the IBEW Pacific Coast Pension Fund Trust Agreement (receipt of a copy of which is hereby expressly acknowledged) and any amendments, modifications or changes with respect to said Trust Agreement.

Effective August 6, 2018, the contribution rate shall increase to a total contribution of Three dollars and fifty cents (\$3.50).

Effective February 4, 2019, the contribution rate shall increase to a total contribution of four dollars (\$4.00).

Effective August 5, 2019, the contribution rate shall increase to a total contribution of four dollars and seventy-five cents (\$4.75).

Effective February 3, 2020, the contribution rate shall increase to a total contribution of five dollars and twenty-five cents (\$5.25).

Section 2 The undersigned Employer further agrees that she/he does irrevocably designate and appoint the Employer Trustees mentioned in said I.B.E.W. Pacific Coast Pension Fund Trust Agreement as his attorneys in fact for the selection, removal, and substitution of Trustees as provided by said Trust Agreement.

Section 3 401(k) Plan (Optional) - Electro Communications Company 401 Profit Sharing Plan and Trust. The Employer may establish a qualified IRS Approved Retirement Plan 401(k) in which Employees working under the terms and conditions of the Collective Bargaining Agreement may optionally participate in place of IBEW Pacific Coast Pension Plan

The 401(k) Plan as established under this Section shall be administered by the Employer exclusively or the Employer's designee and shall be the sole responsibility of the Employer.

The Employer agrees to Three dollars (\$3.00) per hour worked effective October 1, 2016 on behalf of each Employee so participating and payable between the first (1st) and the tenth (10th) day of each month following the month in which contributions have been earned.

Effective August 6, 2018, the contribution rate shall increase to a total contribution of Three dollars and fifty cents (\$3.50).

Effective February 4, 2019, the contribution rate shall increase to a total contribution of four dollars (\$4.00).

Effective August 5, 2019, the contribution rate shall increase to a total contribution of four dollars and seventy-five cents (\$4.75).

Effective February 3, 2020, the contribution rate shall increase to a total contribution of five dollars and twenty-five cents (\$5.25).

Contributions shall be made to an authorized third party for distribution to an approved 401(k) Plan with a report on monthly contributions mailed to Local Union 46, IBEW.

Prospectus of adopted 401(k) detailing operation, administrative costs, and options for investments shall be made an addendum to this Article.

Section 4 **EMPLOYEE ADDITIONAL SELF-CONTRIBUTION TO 401K PLAN**

Employees may have deducted from wages by written authorization a fixed amount each month not to exceed the legal maximum for deposits into a 401(k) Plan. The fixed amount shall be deducted from the last paycheck of each month for deposit until such time as weekly deductions can be made which in total shall not exceed monthly deductions.

ARTICLE XVIII
COMPENSATION

Section 1 Wage increases listed in Section 1(a) through Section 1(c) apply to the Journeyman Electronic Systems Technician and Journeyman Electronic Systems Service Technician classifications. All other classifications shall be classified and paid in accordance with the scheduled wage rates set forth in Appendix "A" which is attached hereto and made a part of this Agreement.

<u>Section 1(a)</u> Effective March 5, 2018	\$2.50/hr. wage increase
Effective February 4, 2019	\$2.00/hr. wage increase
Effective February 3, 2020	\$2.00/hr. wage increase

Section 2 **JOURNEYMAN ELECTRONIC SYSTEMS TECHNICIAN**

Scope: The installation and operations of electronic apparatus by which electricity is applied for the amplification, transference, recording, or reproduction of voice, music, sound, data and vision which may apply to the following: Communication systems, audio systems, clocks, background music, commercial television receivers, commercial and educational closed circuit television, satellite television systems, and master antenna television systems, instrumentation and low voltage switching systems, mobile radio systems, data systems, and other limited energy systems including fire alarm, security and surveillance, multiplex alarm and controls, life safety audio and alarm, audio and visual communications, clock, TV, and data systems.

Section 3 **JOURNEYMAN ELECTRONIC SYSTEMS SERVICE TECHNICIAN**

Scope: The installation, operations, maintenance, repair, and services of electronic apparatus by which electricity is applied for the amplification, transference, recording, or reproduction of voice, music, sound, data and vision which may apply to the following: Communication systems, audio systems, clocks, background music, commercial television receivers, commercial and educational closed circuit television, satellite television systems, and master antenna television systems, instrumentation and low voltage switching systems, mobile radio systems, data systems, and other limited energy systems including fire alarm, security and surveillance, multiplex alarm and controls, life safety audio and alarm, audio and visual communications, clock, TV, and data systems.

Section 4 **SOUND AND COMMUNICATION TECHNICIAN**

Scope: Establishment and Installation of cable paths permissible under this Agreement, pulling of wire, installation and hookup of audio systems, call switches, nurse call systems, clocks, CATV and MATV Sound & Communication Technicians and/or apprentices shall only be allowed to work on head end equipment with onsite supervision by Electrocom Journeyman Electronic System Technicians or Electrocom Journeyman Electronic System Service Technicians Sound and Comm. Technicians shall have and maintain a Limited Energy Certificate from the state of Washington.

Sound and Comm. Technicians shall work under the direction of a Journey Electronic Systems Technician. Sound and Comm. Technicians shall work under all other terms and conditions contained under this Agreement and will receive a wage rate equivalent to the appropriate percentage of the Journey Electronic Systems Technician wage rate and annuity/ pension as indicated in schedule "A".

Section 5 STOCKMAN

Scope: Limited to shipping, receiving, and stocking of job related equipment at Employer's place of business, in addition to pick up, delivery and distribution of said equipment on job site.

Section 6 Employer shall reimburse Employee for authorized actual expenses incurred on any job.

ARTICLE XIX
SEPARABILITY CLAUSE

Section 1 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.

ARTICLE XX
MATTERS COVERED AND COMPLETE AGREEMENT

Section 1 The failure of the Union to enforce any of the provisions of this Agreement or exercise any rights granted by law, or the failure of the Employer to exercise any right reserved to it or its exercise of any such right in a particular way, shall not be deemed a waiver of such right or a waiver of its authority to exercise any such right in some other way not in conflict with this Agreement.

ARTICLE XXI
SUB-CONTRACTING

Section 1(a) Normal service and installation shall be performed by Employees covered by this Agreement. However, it is understood that the Employer shall have the right to apportion the work by subcontracting in order that the job may be carried out in the most efficient manner.

Section 1(b) In the event the Employer decides it is necessary to contract out work, it agrees to give the Union notification of the work to be contracted out in order that the Union may apprise the Employer of Union contractors available to do the work.

Section 1(c) Should subcontracting cause a lack of work to the point of reduction in force to the current Employees, such subcontracting shall cease in favor of the current Employees.

ARTICLE XXII
TERM

Section 1 This Agreement shall be effective March 5, 2018, and shall remain in full force and effect to and including February 28, 2021 and shall automatically extend from year to year unless either party gives written notice to the other of its desire to amend, modify, or terminate this Agreement at least sixty (60) days prior to March 1, 2021 or March 1, of any subsequent year. Negotiations concerning such modification or termination shall take place within fifteen (15) days following receipt by either party of its desire to modify or terminate this Agreement.

Section 2 If such matters as listed in the notifications are not satisfactorily resolved by the anniversary date provided in Section 1 above, then this Agreement shall automatically terminate on that day unless mutually extended by the parties signatory hereto.

Section 3 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such agreed upon change or supplement shall be in writing, signed by both parties and submitted to the International Office of the International Brotherhood of Electrical Workers for approval.

ARTICLE XXIII
SUBSTANCE ABUSE

Section 1 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the Employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

In Witness Whereof, the parties hereto have executed this Agreement.

Subject to approval by the International Brotherhood of Electrical Workers, International Office.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL NO.46**

ELECTROCOM

Bud Allbery, Business Manager

Dan Crabtree, President

Date _____

Date _____

APPENDIX A

Section 1

CLASSIFICATION	03/05/2018	03/04/2019	03/03/2020
Project Manager/Foreman (110%)	\$38.47	\$40.67	\$42.87
Journeyman Electronic Systems Technician (100%)	\$34.97	\$36.97	\$38.97
Journeyman Electronic Systems Service Technician (100%)	\$34.97	\$36.97	\$38.97
Stockman (50%)	\$17.49	\$18.49	\$19.49

Section 2 STOCKMAN

Stockman shall work under all terms and conditions of the Collective Bargaining Agreement with the following exceptions:

Section 2(a) SICK LEAVE ACCRUAL

Prorated: Accrual shall be based upon hours worked
160 hours shall be equivalent to one (1) month
160 hours (1 month) = 4.667 hours accrued
40 hours (1 week) = 1.17 hours accrued

Section 2(b) VACATION ACCRUED

Prorated: Accrual shall be based upon hours worked. One hundred sixty (160) hours shall be equivalent to one (1) month.

1. FIRST YEAR (new hire to Bargaining Unit)
160 hours (1 month) = 3.333 hours accrued
40 hours (1 week) = 0.769 hours accrued
2. SECOND YEAR
160 hours (1 month) = 6.666 hours accrued
40 hours (1 week) = 1.539 hours accrued