

WEYERHAEUSER CORPORATE CAMPUS SITE FACILITIES MAINTENANCE AGREEMENT

This Agreement is by and between McKinstry Co, LLC, and Local Union No. 46, International Brotherhood of Electrical Workers. The parties enter into this Agreement in the spirit of cooperation and with the interest of increasing work opportunities for Local Union No. 46 members. This Agreement is in effect from January 1, 2016 through December 31, 2018.

The parties recognize the need of the Weyerhaeuser Corporation to maintain a secure and efficient operation at its Corporate Campus located in Federal Way, Washington. The following are variations to the Inside Construction Agreement to meet the needs of Weyerhaeuser within these settings. All other terms and conditions not expressly addressed herein are in full force and effect:

This is a **Site Specific Agreement** only. Site: **Weyerhaeuser Corporate Campus** in Federal Way. It is understood that the signatory contractor is attempting to gain more of the maintenance work at the Weyerhaeuser facility. In some cases, maintenance work that is being performed by on-staff Weyerhaeuser personnel is won and thus transferred to the signatory contractor. In these cases, the contractor shall have the ability to hire the on-staff Weyerhaeuser personnel that is currently or previously performing that work directly.

1) WORK RULES:

- a) A standard workday under this Agreement shall be on the basis of eight (8) or ten (10) consecutive hours per day. A standard workweek shall be on the basis of forty (40) hours per week, four (4) or five (5) consecutive days, Sunday through Saturday.
- b) Due to the nature of the Facility Management Services business and to the sensitivity of our mutual clients to work stoppages of any description, there shall be no strikes or lockouts allowed under this Agreement. In the event of a grievance or a failure to ratify the terms and conditions of a successor Agreement, then the matter shall be presented for determination to an arbitration committee. The arbitration committee shall have equal representation from Local 46 and the Employer. Pending decisions of the arbitration committee, this Agreement shall continue to remain in full force and effect. The findings of the arbitration committee shall be fully binding on both parties.
- c) During the terms of this Agreement, either party may serve the other with seventy-two (72) hours notice to terminate. In the event that the Agreement is terminated, the parties agree to enter into negotiations until a new Agreement is reached. Further, the employee contracts entered into between McKinstry and the bargaining unit Employee(s) will remain in full force and effect and said Employee(s) will continue to man the work.
- d) Overtime for hours worked shall be paid at one and one-half (1.5) times the standard straight time rate of pay for all hours worked after forty (40) working hours per week.
- e) Shifts that commence the day before a Holiday or on a Saturday shall be compensated at the applicable standard rate of pay or at the overtime rates if over forty (40) working hours have been recorded in that workweek.
- f) Hours worked on Holidays shall be compensated at double the standard straight time rate of pay. McKinstry Co, LLC approved Holidays are specified in the Paid Leave segment of this Agreement.
- g) Should the Health and Welfare, Pension, or Annuity benefit contribution rates change during the course of this Agreement, McKinstry Co, LLC agrees to pay the revised amount on behalf of the Facilities Electrical Workers, as indicated in the Wage and Benefit Table in Section 2.

- h) Wage and benefit increases will be applied as a percentage increase rather than whole dollar amounts to reflect different wages as indicated in the Wage and Benefit Table in Section 2. The amounts shown are the minimum wage rates per hour that the Employer is required to pay.
- i) The Facilities Electrical Workers will be required to meet all necessary training and competency requirements for advancement.
- j) This is not a guaranteed position by McKinstry Co, LLC or Local 46. Employees will be evaluated on the performance of job duties.
- k) Vacation Leave is compensated at the rate specified in the Paid Leave segment of this Agreement. No wages are to be set aside or banked in this Agreement to accommodate vacation. Approvals for Vacation Leave are per the standard McKinstry Co, LLC policy.
- l) Paid Time Off (PTO) is compensated at the rate specified in the Paid Leave segment of this Agreement. Approvals for Vacation Leave are per the standard McKinstry Co, LLC policy.
- m) On call or stand by procedures may be required as part of this Agreement. When deemed necessary by McKinstry Co, LLC and will be compensated per the customer agreement.
- n) McKinstry Co, LLC shall make contributions in the amounts delineated in the Wage/Benefit table of this Agreement to the following Trusts:
 - I) **HEALTH AND WELFARE** The Employer accepts, and agrees to be bound by, the Puget Sound Electrical Workers Health and Welfare Trust, a jointly trusteeed welfare trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).
 - II) **LOCAL UNION PENSION** The Employer accepts, and agrees to be bound by, the Puget Sound Electrical Workers Pension Trust, a jointly trusteeed pension trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).
 - III) **ANNUITY** The Employer accepts, and agrees to be bound by, the Puget Sound Electrical Workers Retirement Annuity Trust Fund, a jointly trusteeed retirement annuity trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).
 - IV) **VARIABLE ANNUITY** In addition to the amounts set forth above, each Employer agrees to contribute such sums, as may be elected to be paid by Employees working under the job classifications described by this Agreement, to the Variable Annuity Plan of the Puget Sound Electrical Workers Retirement Annuity Trust Fund. The amounts paid shall be in accordance with the amounts periodically established and authorized by the Trust Fund for all Employees who elect such coverage. Eligible Employees who work under the job classifications described by this Agreement and who elect to make contributions:
 - 1) are permitted to make such election only once each calendar year as established by the Trust Fund;
 - 2) shall sign the appropriate authorization card provided by the Union and given to the Employer;
 - 3) may elect up to the maximum amount of contribution established for the job classification in which the Employee is working at the time, or a lesser amount, and;
 - 4) agree to comply with all other rules and regulations required by the Trust Fund for participation.

All procedures including, but not limited to, the reporting, remittance, or handling of delinquency to the above referenced benefit trusts shall be handled in a manner consistent with Article IV of the Inside Construction Agreement between IBEW Local No. 46 and Puget Sound Chapter, NECA.

2) FACILITIES ELECTRICAL WORKERS' CLASSIFICATIONS AND WAGE/BENEFITS COMPENSATION, EFFECTIVE JANURARY 1, 2016 AND EXPIRES DECEMBER 31, 2018:

| | Current Rate | On February 15th of Each Year |
|---------------|---------------------|---|
| | <u>LEAD</u> | |
| | <u>FE</u> | |
| Rate | \$43.23 | 90% of Wireman Increase, if applicable |
| Health care | \$7.52 | 90% of Wireman increase, if applicable |
| Local Pension | \$5.97 | 90% of Wireman Increase, if applicable |
| Annuity | \$1.59 | 90% of Wireman Increase |
| Training | \$0.58 | \$0.58 |
| NEBF | | 3% of Base Rate |

PAID LEAVE:

| | |
|----------|---|
| Vacation | Ten (10) Days/year. |
| PTO | Six (6) Days/year. |
| Holidays | Eight (8) Days/year including one (1) floating Holiday: (New Year's Day, Memorial Day, 4 th of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day). |

This letter applies only to electrical maintenance and monitoring work performed by Site Facilities Technician/Electrician crews at Weyerhaeuser Corporate Campus located at Federal Way, Washington.

3) Agreement is executed when signed and dated by the following designees representing Local 46 and McKinstry Co LLC:

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 46**

MCKINSTRY CO, LLC


James W. Tosh, Business Manager
and Financial Secretary
IBEW Local 46


Jamie Pedersen, Vice President and General
Counsel
McKinstry Co LLC

2/23/16
DATE

March 4, 2016
DATE

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

04/20/2016

Lonnie Stephenson, President
This approval does not make the
International a party to this agreement.