

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SKYLINE ELECTRIC COMPANY**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**LOCAL UNION NO. 46**

**JUNE 1, 2016 TO MAY 31, 2019**

## **ARTICLE I RECOGNITION**

This Agreement is made and entered into this **1<sup>st</sup> day of June, 2016**, by and between **SKYLINE ELECTRIC COMPANY** located at 3619 - 7th Avenue South, Seattle, Washington, hereinafter called the **Company**, and **LOCAL UNION NO. 46, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, affiliated with the American Federation of Labor, hereinafter called the **Union**, for the purpose of establishing those conditions under which the manufacturing facility shall be operated maintaining harmony and efficiency to the end that the Company and the employees may be benefited.

**Section 1** The Company agrees to recognize the Union as the sole and exclusive bargaining representative of its employees, with respect to rates of pay, wages, hours of employment, and other conditions of employment, as defined in Article II below, employed at its plant located at 3619 - 7th Avenue South, Seattle, Washington.

## **ARTICLE II SCOPE**

**Section 1** This Agreement shall apply to those hourly paid shop employees who are employed on the factory payroll at its Seattle plant and who come under the jurisdiction of Local Union No. 46, I.B.E.W. This includes all employees employed in the manufacture and electrical assembly of switches, panel boards and switchboards, but excludes all other employees such as all sheet metal fabricators, sheet metal assemblers and all salaried employees.

## **ARTICLE III MANAGEMENT**

**Section 1** The right of management in the operation of its business is unlimited except as it may be expressly and specifically restricted by the provisions of this Agreement, the Company shall have the right to hire, promote, transfer or discharge for just cause subject to the provisions of this Agreement.

## **ARTICLE IV HOURS**

**Section 1** The regular schedule of hours of work shall consist of eight (8) hours of work per day and forty (40) hours per week. The regular workweek shall begin on Monday and end on Friday. The day shift shall commence at 6:30 a.m. and end at 3:00 p.m., unless changed by mutual consent of the Company and the Union.

**Section 2** Lunch period of the employees on any work shift shall be on the employees own time.

**Section 3** Any employee who reports to work on his assigned shift during the regular schedule of hours of work, Monday through Friday, without previous notification not to so report, will receive not less than four (4) hours of work or four (4) hours of pay at his regular hourly rate. Any employee who reports for work and works more than four (4) hours shall receive eight (8) hours pay.

## **ARTICLE V OVERTIME**

**Section 1** All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the applicable overtime rate.

**Section 2** One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in one (1) day.

**Section 3** One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all hours worked on Saturdays.

**Section 4** Two (2) times the employee's regular straight time hourly rate shall be paid for all hours worked on Sunday.

**Section 5** Two (2) times the employee's regular straight time hourly rate, in addition to pay for which an employee may qualify under Article VII hereof, shall be paid for work performed on New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

**Section 6** There shall be no pyramiding of overtime payments. The allowance of an overtime premium for any hour exclude that hour from consideration for overtime payments on any other basis, thus eliminating any pyramiding of overtime pay.

## **ARTICLE VI SHIFT DIFFERENTIAL**

**Section 1** When necessary to work a second shift, it shall consist of seven and one-half (7-1/2) hour period, less thirty (30) minutes for meals on employee's time. Pay for a full second shift shall be a sum equivalent to eight (8) times the regular hourly rate.

**Section 2** When necessary to work a third shift, it shall consist of a seven and one-half (7-1/2) hour period less thirty (30) minutes for meals on employee's time. Pay for a full third shift shall be a sum equivalent to eight (8) times the hourly rate.

## ARTICLE VII HOLIDAYS

**Section 1** The Company agrees to recognize the following as paid holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day and Christmas Day.

- (a) The "Floating Holiday" of the previous Agreement will be designated as a Holiday mutually agreed upon by the Employer and Local 46. NOTE: The total number of days to be observed as paid holidays remains at eleven (11).
- (b) Washington's Birthday will be observed on the third Monday in February and Memorial Day will be observed on the last Monday in May.
- (c) Provide one (1) additional Holiday: Employee's Birthday.

**Section 2** Pay for holidays not worked will be computed at eight (8) times the employee's regular hourly rate.

**Section 3** Should any of the holidays specified in Section 1 above fall on Saturday or Sunday, the day observed by the state or nation shall be considered a holiday and compensated for as such.

**Section 4** Any of the holidays in Section 1 above which may fall on Saturday shall, during the term of the Agreement only, be paid for in the same manner and under the same conditions as holidays falling within the regular work week. The Company may, at its option, elect to observe such holidays falling on Saturdays on the Friday preceding or Monday following such holiday.

**Section 5** No employee will be required to work on Labor Day except where life, health, or loss of property is involved and with mutual consent of both parties.

## ARTICLE VIII VACATION

**Section 1** Full time employees shall earn one (1) week of vacation with pay upon completion of one (1) year of continuous service with the Company from date of hire: and a two (2) week vacation with pay upon completion of two (2) years or more continuous service with the Company from date of hire: three (3) weeks of vacation after seven (7) years continuous service and four (4) weeks of vacation after thirteen (13) years of continuous service.

**Section 2** To be eligible for vacation, an employee must have worked for a total of not less than twelve hundred (1200) hours during the previous year.

**Section 3** A one (1) week vacation shall consist of seven (7) consecutive calendar days with forty (40) hours pay. A two (2) week vacation shall consist of fourteen (14) consecutive calendar days with eighty (80) hours pay. A three (3) week vacation shall consist of twenty-one (21) consecutive calendar days with one hundred twenty (120) hours pay. A four (4) week vacation shall consist of twenty-eight (28) consecutive calendar days with one hundred sixty (160) hours pay. Vacation pay shall be figured by multiplying the number of hours by the employee's straight time hourly rate as show on the Company's payroll for the preceding pay period. Should a holiday fall within the vacation period, the employee shall receive an additional eight (8) hours of pay.

## ARTICLE IX GRIEVANCE PROCEDURE

**Section 1** The term "grievance" shall mean any dispute between the Company and the Union or between the Company and any employee covered by this Agreement concerning effect, interpretation or application of this Agreement.

**Section 2** It is agreed that every effort shall be made to settle all grievances to the mutual satisfaction of all parties and that this can be best accomplished by first fully discussing the matter with the employee involved, his Union Steward and a member of management. All grievances shall be reported within ninety-six (96) hours from the date of occurrence. They shall be answered within twenty-four (24) hours.

**Section 3** Should such a discussion fail to settle the dispute, it shall be referred to the Shop Committee and management within seventy-two (72) hours from the time the answer was given in Section 2. It shall be answered within forty-eight (48) hours.

**Section 4** Should such committee be unable to adjust or settle any such controversy or dispute by conference or negotiation, the grievance shall be referred to one representative chosen by the Company and one chosen by the Union. The grievance must be referred to these representatives within seventy-two (72) hours after the answer is given in Section 3. The grievance shall be settled within seventy-two hours and if an agreement cannot be reached, the grievance must move to arbitration within five (5) days.

**Section 5** Company and Union representatives shall contact Federal Mediation and Conciliation Service for a suggested list of arbitrators. A list of five (5) names are to be referred to the Company and the Union representatives in accordance with standard practice of Federal Mediation and Conciliation Service from which one arbitrator shall be agreed upon within (5) days. The decision of the arbitrator shall be final and binding upon both the Company and the Union. All decisions must be within the scope and terms of this Collective Bargaining Agreement. Pending such adjustment or settlement in accordance with the procedure specified herein, there shall be no cessation of work by strike or lockout by either party to this

Agreement. The cost of such arbitration shall be borne equally by the Company and the Union.

**Section 6** Conferences between employees of the Shop committee and the Company shall result in no lost time for these employees for attending such conferences but shall be conducted outside of working hours unless mutually agreed otherwise. No employee shall be discriminated against or jeopardized in standing or suffer loss of employment on account of membership in any Labor Union (affiliated with the American Federation of Labor) or on account of representing the Union in any capacity.

## **ARTICLE X WAGES**

**Section 1** It is agreed that employees covered by this Agreement shall be paid the established hourly wage according to their job classification and job assignment (and length of service where applicable) as set forth in the Schedule of Wage Rates in Article XIV.

**Section 2** Pay day for employees under this Agreement shall be on Friday of each week, at which time employees will be paid for work done during the previous work week. When a pay day falls on a holiday, the employees shall be paid on the preceding workday.

**Section 3** Workmen shall be paid their full wages at time of being terminated or laid off temporarily.

**Section 4** Three-year term from June 1, 2016 to May 1, 2019. With regard to any discretionary bonuses, profit sharing or granting of additional paid time-off specifically not outlined in this Agreement, Management reserves the right to both grant and discontinue. None of the above activity is to be considered precedent setting.

## **ARTICLE XI GENERAL**

**Section 1** Journeymen, Shopmen and other authorized production workers covered by this Agreement shall provide for themselves all necessary hand tools.

**Section 2** No employee shall suffer any loss of time while going to a doctor for emergency treatment of any injury received in the Company's shop. The Company shall furnish emergency transportation to the nearest suitable doctor for any employee injured in the shop. If an employee is injured in the shop of the Company to such an extent that he is obliged to immediately cease work, his wages shall continue for all balance of the forenoon or afternoon, as the case may be.

**Section 3** Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provision shall immediately become null and void. The parties shall thereupon seek to negotiate substitute provisions

which are in conformity with the applicable laws. However, it shall be understood that all other provisions of this Agreement shall remain in full force and effect during the term of such Agreement

## **ARTICLE XII HEALTH AND WELFARE**

**Section 1** It is mutually agreed between the parties to this Agreement to jointly establish and administer a Health and Welfare Trust Fund in compliance with the Federal and State Law and/or regulations governing Health and Welfare Trust Funds, to be known as the Local Union No. 46. I.B.E.W. Health and Welfare Trust Fund, for the purpose of providing those certain insurance benefits for the Employer's employees and their dependents who are eligible and qualified to receive same under the terms and conditions of a Health and Welfare Trust Fund Agreement to be entered into between the parties to this Agreement, as amended. It is further agreed that effective as of June 1, 2008, the Employer shall pay the following amount to the Trust to purchase benefits under Plan II.

**Effective June 1, 2016: \$4.97 per hour for Plan II.**

Company contributions are to be computed on all compensatory hours. The Employer agrees to pay all increases for any trustee approved increase to the above Health and Welfare Plan for the term of this Agreement only. All such funds received by the Board of Trustees of the Local Union No. 46, I.B.E.W. Health and Welfare Trust Fund, shall be held in trust for the purpose of providing those certain insurance benefits for the employees and their dependents eligible and qualifying under the terms and conditions of the Health and Welfare Trust Fund Agreement Plan II, and other administrative costs as provided for in said Health and Trust Fund Agreement as established and entered into by the parties hereto. 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 No. 46, I.B.E.W., Health and Welfare Trust Fund.

**Section 2** The Company will pay for the lost time of an employee, with at least one (1) year of service, who is absent because of the death of his or her parent, child, spouse, mother-in-law, father-in-law, brother or sister, up to a maximum of three (3) days at eight (8) hours per day.

**ARTICLE XIII  
PENSIONS**

**For employees hired under this agreement on or before February 1, 2013.**

**Section 1** Pension contributions shall be made to I.B.E.W. Pacific Coast Pension Fund on or before the 15<sup>th</sup> day of the following month together with a completed report form as approved by the Trustees. If such contributions are not received by the 25<sup>th</sup> day of the month the employer shall be considered delinquent.

**Section 2** The I.B.E.W. Pacific Coast Pension Plan is administered and maintained by the Board of Trustees pursuant to the Trust Agreement establishing the I.B.E.W. Pacific Coast Pension Plan and any modification, amendment, extension or renewal thereof. Both parties to this Agreement accept the Trustees, who have been appointed in accordance with the Trust Agreement, as their representatives.

**Section 3** Contributions shall be in the following amounts for each compensable hour.

- (a) Effective June 1, 2010, one dollar sixty cents (\$1.60).
- (b) Effective June 1, 2016 the Parties agree to adopt the 2015 Updated Rehabilitation Plan Default Schedule.
- (c) Provided that in the event Trustees of the I.B.E.W. Pacific Coast Pension Plan elect to terminate the Plan, effective from that point forward, the entire contribution amount for each compensable hour shall be remitted to a mutually, between the Union and the Company, agreed upon Pension Plan.

**For Employees hired under this Agreement from February 2, 2013 or later, and all new Employees under this Agreement hereafter.**

**Section 4** Benefit Trust Enabling Language

The Company agrees to contribute the appropriate amount as per Article XIV, Section 2 (b) of this Agreement, on all compensatory hours by each employee performing work covered by this Agreement to the below-designated Trust funds. Payment shall be due on 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.

- (a) **Local 46 Annuity:** The Local 46 IBEW Retirement Annuity Trust Fund. The Company agrees to be bound by the terms and provisions of the Trust Agreement governing the Local 46 IBEW Retirement Annuity Trust effective June 1, 1973, and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

Each Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Local 46 IBEW Retirement Annuity Trust Fund and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

**ARTICLE XIV WAGES  
CLASSIFICATIONS AND MINIMUM RATE OF PAY**

**SCHEDULE A**

**Section 1** Foreman shall receive ten percent (10) per hour over the Journeyman rate.

**Section 1(a)** Effective June 1, 2008 there shall be a new position of Lead Electrician. The Company shall appoint the electrician to act as Lead Electrician. Lead Electrician shall receive an additional \$1.50/hour over the current Journeyman rate.

**Section 2**

**(a) JOURNEYMAN / SHOPMAN WAGE RATES:**

06/01/2016	\$30.89
06/01/2017	\$31.89
06/01/2018	\$32.89

Level 1/ Shopman Wage Rate shall be paid at 85% of the Journeyman/Shopman Wage Rate.

Level 2/ Shopman Wage Rate shall be paid at 75% of the Journeyman/Shopman Wage Rate.

Level 3/ Shopman Wage Rate shall be paid at 50% of the Journeyman/Shopman Wage Rate.

A Level 3 Shopman shall be considered a probationary or temporary position and will progress to Level 2 Shopman after three months of employment in this position. Employees in either Level 2 or Level 1 will progress to the next higher level after eighteen months in each classification. Nothing in the agreement restricts management from advancing employees to the next higher classification earlier than specified herein when they believe it appropriate.

(b) Annuity Rates: Annuity rates shall become effective on the first (1st) day of November, 2013.

1. For employees hired on or before February 1, 2013

06/01/2016	\$0.50/hr
06/01/2017	\$0.75
06/01/2018	\$1.00

2. For employees hired after February 2, 2013

JOURNEYMAN/ SHOPMAN ANNUITY RATES

06/01/2016	\$2.10/hr
06/01/2017	\$2.35
06/01/2018	\$2.60

Annuity contributions shall be 85% of the Journeyman/Shopman Annuity for the Level 1 Shopman. Annuity contributions shall be 75% of the Journeyman/Shopman Annuity for the Level 2 Shopman. Level 3 will receive no Annuity contributions.

**ARTICLE XV  
TERMINATION**

This Agreement shall become effective on the **1<sup>st</sup> day of June, 2016** and shall remain in full force and effect until the **31<sup>st</sup> day of May, 2019** and shall automatically renew itself for an additional year unless either party notifies the other by giving at least sixty (60) days written notice in advance of the expiration date of a desire to modify, amend or terminate this Agreement.

## **ARTICLE XVI STRIKE/LOCKOUT**

**Section 1** Because of the provisions for arbitration appearing herein, the Union and the Company agree there shall be no stoppage of work either by strike or lockout because of any dispute arising under the terms of, or any proposed changes or amendments to this Agreement. All such matters must be handled as stated in Article IX of this Agreement.

**Section 2** All employees shall be required to become and remain members of the Union in good standing as a condition of employment during the time of this Agreement. New employees hired after the effective date of this section, and former before the effective date of this section shall be required to become members on the 31<sup>st</sup> day following such date. The Employer shall give the Union two (2) days' notice of opportunities for employment in the classification covered by this Agreement and the Employer shall refer new applicants to the Union office for registration and to assure compliance with the Union Shop requirements of this section.

**Section 3** In order to enjoy the benefits of this contract, the Employer must, in the judgment of the Union be a bona fide electrical manufacturer. This judgment is to be based upon the facilities of the Employer for manufacturing and he must fabricate, finish, wire and assemble completely, and have the tools to accomplish same, to qualify under this contract.

**Section 4** Adequate facilities shall be provided by the Employer in each department for hanging employee's clothing, and also adequate wash stands and toilets. Precautions to secure the health and safety of employees shall, as far as practical, be at all times taken by the Employer, including a supply of first aid cabinets at convenient locations about the works. Employees shall observe all rules of the Employer relative to the above.

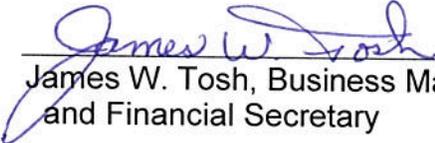
## **ARTICLE XVII SEATTLE MUNICIPAL CODE**

Pursuant to Seattle Municipal Code 14.16.120, the Union and the Employer hereby expressly agree that the Employer has no obligation to provide to employees covered by this Agreement any Paid Sick Time, Paid Safe Time, or any other benefit, or to satisfy any other obligation, under the Seattle Paid Sick Time and Paid Safe Time Ordinance, Chapter 14.16 of the Seattle Municipal Code since the parties have mutually agreed to other methods to provide sick leave. In consideration for these alternate methods, the Union thus waives for any employee covered by this Agreement any rights that might otherwise exist for that employee under the Seattle Paid Sick Time and Paid Safe Time Ordinance, Chapter 14.16 of the Seattle Municipal Code.

IN WITNESS WHEREOF, the duly chosen representatives of the parties hereby affirm that they have the authority to enter into this Agreement on behalf of themselves and their principals, and hereto affix their hands and seals.

SIGNED FOR:  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 46

SKYLINE ELECTRIC AND MFG.  
COMPANY INC.

  
James W. Tosh, Business Manager  
and Financial Secretary

  
Tom Provo, President / Owner

Date

6/1/16

Date

6-1-16