

# **AGREEMENT**

**BY AND BETWEEN**

**TUBE ART DISPLAYS, INC.**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS**

**LOCAL UNION NO. 46**

**SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020**



**AGREEMENT  
BY AND BETWEEN  
TUBE ART DISPLAYS, INC.  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO. 46**

This Agreement has been made and entered into this 9th day of May, 2017 by and between Tube Art Displays, Inc. (hereinafter referred to as the "Employer"), and the International Brotherhood of Electrical Workers, Local Union No. 46, AFL-CIO of Seattle, Washington (hereinafter referred to as the "Union").

**ARTICLE I  
RECOGNITION**

**Section 1.1** The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all of its outside servicemen and installers who are employed at its Seattle, Washington facility, but excluding all office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees.

**ARTICLE II  
COMPANY AUTHORITY**

**Section 2.1** The Union understands that the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in this Collective Bargaining Agreement, in planning, directing and controlling the operation of all work, in deciding the number and kind of employees to properly perform the work in hiring and laying off employees, in transferring employees from job to job, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the employer's and/or owner's rules and regulations not inconsistent with this Agreement in requiring all employees to observe all safety regulations and in discharging employees for cause.

**Section 2.2** The Employer shall have the right to discharge, discipline, demote, transfer or hire either on a part time or full time basis any employee.

**ARTICLE III  
UNION SECURITY - HIRING**

**Section 3.1**           **UNION SECURITY**

**Section 3.1(a)** All employees covered by this Agreement shall, as a condition of employment, tender the full and uniform fees in effect in the Local Union thirty (30) days following the beginning of employment, or the effective date of this Agreement, whichever is later. Those employees who may be accepted into membership in the Union shall thereafter tender to the Union regular monthly dues uniformly paid by other members of the same classification in accordance with its rules.

**Section 3.1(b)** In the event that an employee fails to tender the initiation fee, or fails to tender to the Union the periodic dues as set forth above, the Union shall notify the Employer in writing, and such notice shall constitute a request to the Employer to discharge such individual worker within five (5) working days (Saturdays, Sundays and holidays excluded) for failure to maintain continuous good standing in the Union in accordance with the dues above referred to in this paragraph. However, in no event shall the Employer be obligated to discharge any workers in violation of the laws of the United States or the State of Washington.

**Section 3.1(c)** If the Employer discharges any workers at the request of the Union, the Union shall defend any claim, or suit, brought by any person or persons growing out of such discharge, at its own expense and hold the Employer harmless from any judgments or awards arising from such discharge. Additionally, the Union shall defend against and shall hold the Employer harmless from any claim, charge, fines, penalties or awards imposed by the United States Government, the State of Washington, or any other governmental agency growing out of such discharge.

### **Section 3.2           HIRING**

**Section 3.2(a)** The Union shall maintain a register of qualified employees who are available for work in the sign industry. The employer may call the Union for qualified employees when any vacancies or opportunities for employment exists, however the employer may secure workers in the sign industry without contacting the union. First consideration for employment for any bargaining unit employee shall be with the Union referral hall. The employer agrees to provide the Union, within forty-eight hours (48) with the name, address, and telephone number of any employee hired outside the Union referral process.

**Section 3.2(b)** The Union agrees to dispatch to the Employer qualified workmen from its sign industry out of work list for the purpose of screening. Applicants dispatched for this purpose shall not be entitled to compensation when initially dispatched unless they actually begin work.

**Section 3.2(c)** The Employer may refer employees to the Union for purposes of having their names placed on the sign industry out of work list. The Union agrees to place any such persons on the out of work list and to make referrals to the Employer without regard to Union membership or whether the applicant has worked under a Union contract in the past.

**Section 3.2(d)** The Employer has the right to reject an applicant for any lawful reason and to designate the applicant or any other employee as ineligible for employment with the Employer. The exercise of this discretion is not subject to the grievance/arbitration procedures under the Agreement.

**Section 3.3** The Employer agrees to provide the Union with written notification of the name, classification, social security number and rate of pay of any new employee within seven (7) calendar days from date of hire.

## ARTICLE IV STRIKES AND LOCKOUTS

**Section 4.1** Except as expressly herein provided, the Union will not call or sanction, nor will the employees covered by this Agreement engage in any strike, work stoppage, slow down, picketing or other forms of economic action directed at the Employer during the term of this Agreement. Employees who violate this commitment will be subject to discharge. The Employer will not engage in any lockout during the term of this Agreement.

**Section 4.2** As an exception to Section 4.1 above, it shall not be deemed a violation of this Agreement or cause for discharge for an employee to voluntarily respect a lawful recognized picket line at locations away from the Employer's facility if approved by the King County Building and Construction Trades Council. In cases of emergency maintenance involving the protection of life or property employees shall be required to perform such necessary emergency repairs.

## ARTICLE V GRIEVANCE PROCEDURES

**Section 5.1(a)** There shall be no stoppage of work by lockout or strike because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters shall be handled as stated herein:

**Step 1** A meeting shall be held between the Employer or its designated representative and the designated Business Representative of the Union within seven business days of notification by either party to hold such meeting.

**Step 2** If the dispute or grievance is not resolved within fifteen working days from the date presented either party may serve notice to the other party to proceed to a hearing with the designated neutral third party. The parties to this Agreement shall mutually agree to the neutral third party individual.

**Section 5.2** All decisions rendered by the third party shall be final and binding upon all parties and shall be rendered within thirty days after the close of the hearing. The cost of the neutral third party shall be borne equally by the Employer and the Union.

**Section 5.3** The power and authority of the designated third party shall be strictly limited to determining the meaning and interpretation of the express terms of this Agreement as stated herein. The third party shall not have the authority to add or subtract from or modify any term of this Agreement. All time limits referred to in this Article may be extended by mutual consent in writing, e-mail or other verifiable electronic means. Any grievance shall be reduced to writing and submitted to the other party within fifteen days (15) of the dispute to be valid.

**ARTICLE VI  
SHOP STEWARDS AND UNION ACCESS**

**Section 6.1** The Union shall have the right to appoint a Steward. The appointed Steward shall not be discriminated against by the Employer in the performance of his/her duties as a Steward. The Union shall notify the Employer of the appointment of the Steward. The Steward shall perform his/her Union responsibilities on his/her own time unless the Employer authorizes the Steward to use company time. The Employer recognizes that the Steward provides assistance in the resolution of potential grievances and it agrees not to unreasonably withhold its authorization.

**Section 6.2** An authorized representative of the Union shall be allowed access to any location, except the Employer's permanent facilities, where a bargaining unit employee is working (provided the Employer has that authority) after first notifying the Employer of its intention to do so. Such access is conditioned upon an understanding that the Union representative will not interfere with work or production. The Employer may deny access if the Union does not adhere to these requirements.

**ARTICLE VII  
HOURS OF WORK AND OVERTIME**

**Section 7.1** The regular workweek for all classifications shall consist of forty (40) hours between 4:00am to 6:00pm to be performed Monday through Saturday. All hours worked outside the regular workweek shall comply with State and/or Federal labor laws regarding working hours and overtime rate of pay. However, any hours that exceed a ten hour (10) shift shall be compensated at one and one-half the regular rate of pay. This Labor Agreement shall not restrict any scheduling of work or hours worked by the Employer.

**Section 7.1(a)** The Employer may establish shifts beginning at 6:00 p.m. to 12:00 midnight with a ten percent (10%) pay premium and from 12:00 midnight until the end of the established shift at a fifteen percent (15%) pay premium.

**Section 7.2** Current employed bargaining unit members shall not lose work hours during their normally scheduled workweek as a result of subcontracting. Provided, the Employer may subcontract when there is, or it is reasonably forecasted that there will be, inadequate existing staffing, company owned equipment, or customer demands to timely perform the work.

Provided further, work hours lost incidental to subcontracting based on a reasonable forecast or inadequate existing staffing, company owned equipment, or customers demands shall not be found to violate this Section.

**ARTICLE VIII  
MINIMUM PAY TIME GUARANTEES**

**Section 8.1** Any employee who reports for work on his/her regular shift, without prior notice not to report, shall be paid at least two (2) hours pay at his/her straight-time classification rate or be put to work for at least two (2) hours. The option to work or to be paid will be at the Employer's discretion. If the Employer determines that work cannot or should not be performed due to emergency conditions beyond its control, this guarantee will be waived.

**Section 8.2** Employees who are called at home to work after they have completed their scheduled shift shall be paid time and one-half (1½) their normal straight-time hourly rate of pay for hours worked during such call back with a minimum guarantee of two (2) hours pay.

**ARTICLE IX  
HOLIDAYS**

**Section 9.1** Recognized holidays shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

There shall be no work performed on Labor Day except to protect life and property.

**Section 9.2** If a holiday falls within the first two (2) weeks of an employee's vacation period, he/she will receive his/her holiday pay or he/she may be given an extra day of vacation with holiday pay at the option of the Employer.

**Section 9.3** An Employee shall receive eight (8) hours of holiday pay provided the employee has been employed by the Employer for ninety (90) calendar days, but only if the employee worked during the week in which the holiday falls, and the employee worked his/her last regularly scheduled workday prior to and his/her first scheduled workday following the holiday unless excused by the Employer. Eligible employees who are working a four x ten (4 x 10) workweek will receive ten (10) hours of holiday pay at their normal straight-time rate provided the holiday falls on their normally scheduled workday and the Employer did not allow them to work their scheduled shift.

**ARTICLE X  
PAID TIME OFF**

**Section 10.1** After one (1) year of continuous employment with the Employer, employees will receive one (1) week of paid time off to be used for vacation, sick, or personal leave, or for religious observances, ethnic holidays, and other events of personal significance which will become available on their anniversary date of employment. After two (2) years of continuous employment, the paid time off entitlement shall be increased to two (2) weeks. After ten (10) years of continuous employment, the paid time off entitlement shall be increased to three (3) weeks.

**Section 10.2** Not more than twenty percent (20%) of the employees in any shop or on any job shall be granted vacation at the same time unless agreed to by the Employer.

**Section 10.3** Paid time off must be taken within the year after it is earned. Employees do not carry over any paid time off beyond their next anniversary unless agreed to by the Employer.

**Section 10.4** Employees must obtain advance approval from his/her immediate supervisor to be eligible for paid time off with the exception of paid time off used for accident or illness. The Employer may insist upon medical verification from a licensed physician. Employees should submit their requests for paid time off at least two (2) weeks before the date they wish any scheduled paid time off to begin. The Employer reserves the right to deny or defer scheduled time off requests in order to meet business needs. If requested time off dates conflict, the date of request will normally determine priority when scheduling paid time off unless undue hardship, as determined by the Employer, would result on the employee making the most recent request.

**ARTICLE XI  
TRAVEL TIME AND EXPENSES**

**Section 11.1** All travel time on an employee's scheduled days off involving an overnight trip shall be paid at the straight time rate for hours under forty (40) during the week but not to exceed eight (8) hours within a twenty-four (24) hour period.

**Section 11.3** Reasonable expenses for meals and hotels will be allowed for overnight trips. A maximum of thirty-five dollars (\$35.00) for meals will be allowed during each twenty-four (24) hour period while in travel status. Any exceptions to the above maximum in unusual circumstances are subject to specific advance approval by the Employer. Expense receipts will be furnished to the Employer.

**ARTICLE XII  
CLASSIFICATIONS AND HOURLY RATES**

**Section 12.1(a) Effective** the first Monday after the successor Agreement is approved by the Union, wages and classifications shall be:

<u>CLASSIFICATION</u>	<u>%OF JOURNEY RATE</u>	<u>RATE</u>
Journey Sign Installer	100%	\$38.15
Sign Maintenance Worker	90%	\$34.34
Non Electrical Installer	60%	\$22.89

No existing employee as of September 15, 2014 shall experience a reduction in wage.

Non Electrical Installers shall be able to perform any and all work except electrical work unless they are training to be a sign maintenance worker or a journey sign installer.

Effective on the first Monday in September of the following years: 2018 a \$1.30 increase, and 2019 a \$1.38 increase shall be implemented for the Journey Sign Installer.

**Section 12.1(b)** The above rate of pay is the minimum rate of pay for each classification for the duration of this Agreement. The above rate of pay may be increased by management depending on the type of job performed, productivity, and longevity with the company and any other factor management feels appropriate for compensation.

**Section 12.2** It is understood that Sign Installers may perform sign maintenance installation work and Sign Maintenance Workers may perform sign installation work.

**Section 12.3** Journey Sign Installers must possess a current first aid card, a commercial driver's license and a forklift certification, welding certification and crane certification to be eligible for this classification and be eligible for the journey hourly wage rate.

**Section 12.3(a)** Any employees who wish to acquire or maintain their level of certifications, if required or requested by the company, they shall be reimbursed by the company for the associated cost. For new training associated with certifications desired by management, the company shall reimburse the employee for the cost of the training provided it has been approved by management prior to their enrollment of this training. No employee shall be denied the ability to acquire certifications or training that would prevent him/her from advancement to journey status.

**Certifications or licenses include:**

First Aid Training  
CDL  
Forklift Certification  
Welding Certification  
Crane Certification  
Lift card  
Staging card

**Not included**

Drivers License  
Journeyman/apprenticeship Certification

**Section 12.4(a) Apprenticeship** The Union shall establish and maintain an apprenticeship program for the Employer that is approved and registered with Washington State. The Union shall maintain an approved apprenticeship program for the Employer.

**Section 12.4(b) Apprentice Rate of Pay.** Apprentices shall receive a wage rate equivalent to the appropriate percentage of the Journey Sign Installer wage rate as listed herein plus Pension and Health and Welfare, except for apprentices in the 35% bracket shall not be entitled to Pension and Health and Welfare.

<u>PERCENTAGE</u>	<u>HOURS</u>
35%	1,000
45%	2,000
55%	3,000
60%	4,000
70%	5,000
80%	6,000
90%	7,000
100%	8,000

At no time shall wages be less than the minimum wage of the area worked.

### ARTICLE XIII HEALTH AND WELFARE

**Section 13.1** Health and Welfare Contributions:

The Employer shall contribute for each hour worked up to 48 hours a week or actual hours worked if less than 48 by employees performing work covered by this Agreement to the Puget Sound Electrical Workers Health & Welfare Trust Fund, a jointly trusted welfare trust created pursuant to Section 302(c) of the Labor Management Relations Act of 1947 (Taft-Hartley). The contribution amount by the Employer shall begin on the date this Agreement takes effect at \$5.15 per hour/employee. The Employer agrees to incrementally increase the hourly contribution amount to match any increase the Trustees of the Puget Sound Electrical Workers Health and Welfare Trust Fund decide is needed above the current rate of \$700.00 a month to cover any cost increases of the monthly premium charge rate. For example, If the monthly premium charge rate were to increase to \$725.00 then (\$25.00 divided by 173 hours = \$0.14 hour/per employee increase to be paid by the employer). The Employer's obligation under this provision is capped at \$5.50 per hour/employee. Any additional increase as determined by the Trustees of said Trust shall be paid by the employee and deducted from the hourly wage as delineated in this Agreement.

**Section 13.2** Payments shall be due on the fifteenth (15<sup>th</sup>) 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 13.3** The Employer agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Worker's Health & Welfare Trust Fund, effective November 1, 1997, and all amendments or revisions hereafter adapted and further agrees to accept as its Representatives the current Employer Trustees and their lawfully appointed successors.

**Section 13.4** When the Employer is delinquent in filing the contribution report or paying promptly the Health & Welfare contributions required, it is agreed that the Union shall take such action, consistent with this Agreement, as necessary to effect collection.

**Section 13.5** 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 13.6** All employees under this Collective Bargaining Agreement will participate in the Puget Sound Electrical Workers Health & Welfare Trust Fund Plan.

#### **ARTICLE XIV RETIREMENT PLAN**

**Section 14.1** The Employer will provide a 401(k) Plan for all regular full-time employees who have completed a minimum of one (1) year of employment with at least one thousand (1,000) hours worked. Enrollment dates are January 1 and July 1 of each year. Under the Plan, eligible employees may elect to defer a percentage of their gross compensation through payroll deductions (to an allowable maximum established by law) and contribute that amount to the Plan as a savings contribution. The money contributed by employees is held in investment by the Plan's trustees according to the investment options designated by the employee. Beginning March 5, 2012, the Employer will make a contribution to the Plan in the amount of fifty cents (\$.50) per hour for each employee who was eligible to participate in the Plan and, thereafter, for additional employees on the following July 1 or January 1 of each year in conjunction with their enrollment date into the Plan.

#### **ARTICLE XV APPRENTICESHIP AND TRAINING**

**Section 15.1** The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 3.02 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

**Section 15.2** The Employer and the Union have agreed to establish a sign industry apprenticeship program through the Joint Apprenticeship Training Council (JATC). When apprentices are utilized, the Employer, Union and Apprentice agree to be bound by all rules and regulations of the JATC Program. The ratio of Apprentices and Helpers to Journeyman shall collectively not exceed two (2) Apprentices to one (1) Journeyman.

**Section 15.3** Although an Apprentice is required to work under the supervision of a Journeyman or Foreman at all times, the Journeyman or Foreman is not required to constantly work with the Apprentice, but is to lay out all work required and is permitted to leave the work without being accompanied by the Apprentice who is assigned to work under his/her supervision. The Journeyman or Foreman has overall supervision of the Apprentice and will give direction, on-the-job training, and supervise work in progress.

**Section 15.4** The Employer shall contribute ten cents (\$.10) per hour worked by all Journeyman and indentured Apprentices beginning June 1, 2007. This sum shall be due the Trust Fund by the 15<sup>th</sup> day of the month following the month in which the hours were worked. This section will be suspended until such a time the Apprenticeship Program is established.

## **ARTICLE XVI ECONOMIC PARITY**

**Section 16.1** During the term of this Agreement should any other sign industry company obtain more favorable economic terms and conditions in a contract with the Union, the Employer may serve upon the Union thirty (30) day's notice of implementation of the more favorable economic conditions. During the thirty (30) day period, the Employer and the Union will negotiate over the proposed implementation and its effects.

**Section 16.2** The Employer may implement the more favorable economic terms following the thirty (30) day notification period as described above in Section 16.1 unless some other mutual understanding is reached by the parties. In such case, the Union's recourse is limited to timely filing a grievance under Article V of this Agreement claiming that the Employer's implementation exceeds what is necessary to achieve parity. The Union has the burden of proving this claim.

**Section 16.3** The Union, with prior notification to the Employer, may offer modifications to this Agreement, if necessary, to organize and reach a first Agreement with a non-signatory sign shop as long as the total overall economic costs are not less than those established under this Agreement.

## **ARTICLE XVII SCOPE OF AGREEMENT**

**Section 17.1** This Agreement contains all the terms and conditions agreed upon by the parties. No other agreements shall be deemed to exist or to bind the parties or to impair the legal rights of either party or any rights established under this Agreement unless reduced to writing and signed by both parties.

## **ARTICLE XVIII EFFECTIVE DATE AND DURATION**

**Section 18.1** This Agreement will become effective September 1, 2017 and shall remain enforce until August 31, 2020, unless changed by mutual consent. Should either party desire to change, modify or terminate this Agreement after September 1, 2020, a written notice must be given to the other party at least sixty (60) days in advance of the expiration date of this Agreement. Said written notice shall specify the desired Sections to change, modify or terminate. If notice is not given within the specified time, this Agreement shall be considered as automatically renewed for an additional period of one (1) year, and in like manner from year to year thereafter, unless at least sixty (60) days written notice is provided to change, modify or terminate.

## **ARTICLE XIX SUBSTANCE ABUSE PROGRAM**

**Section 19.1** Tube Art Displays may utilize their employee substance abuse program (SAP) for bargaining unit employees.

**XX  
SEPERABILITY**

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, there upon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

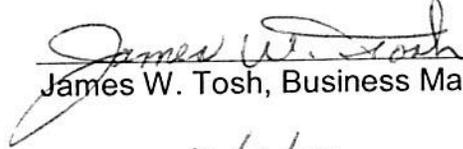
TUBE ART DISPLAYS, INC

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 46



William S. Montero, President

7/13/17  
Date



James W. Tosh, Business Manager

7/11/17  
Date