

**CONVENTION, TRADE SHOWS & EVENTS
AGREEMENT
BY
AND
BETWEEN
LOCAL UNION NO. 46
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AND
EDLEN ELECTRICAL EXHIBITION SERVICES
JULY 1, 2016 THROUGH JUNE 30, 2019**

ARTICLE I

EFFECTIVE DATES - CHANGES - TERM OF AGREEMENT

Section 1.01 EFFECTIVE DATE This Agreement shall take effect on July 1, 2016, and remain in effect until June 30, 2019 it shall remain in effect on a year-to-year basis unless changed or terminated per the provisions contained within this Agreement.

Section 1.02(a) MODIFICATION OF AGREEMENT Either party desiring to change or modify or terminate this Agreement shall notify the other, in writing, at least sixty (60) days in advance.

Section 1.02(b) This Agreement shall be subject to changes or supplements at any time by mutual consent of the parties hereto. Any change or supplement agreed upon shall be reduced to writing and signed by the parties hereto.

Section 1.02(c) In the event that either party has given a timely notice of proposed changes, and an agreement has not been reached to renew, or modify this Agreement, either party may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

Section 1.03 GRIEVANCES / DISPUTES During the term of this Agreement, there shall be no stoppage of work either by strike or lockout because of proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.03(a) All grievances or questions in dispute not filed in writing by the complaining party within thirty (30) days of the alleged complaint, dispute, or grievance shall be waived. All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours from the date of filing, they shall refer the same to the Labor-Management Committee.

Section 1.03(b) There shall be a Labor-Management Committee of three (3) Union representatives, chosen by the Union, and three (3) Employer representatives chosen by the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within seventy-two (72) hours when notice is given by either party. It shall elect its own Chairman and Secretary.

Section 1.03(c) All matters coming before the Labor-Management Committee shall be decided by majority vote four (4) members of the Committee, two (2) from each of the parties hereto shall constitute a quorum for the transaction of business; but each party shall have the right to cast the full vote of its membership, and it shall be counted as though all were present and voting.

Section 1.03(d) Should the Labor-Management Committee or either party to this Agreement fail to agree or adjust any matter, such may be submitted jointly or unilaterally to a neutral arbitrator chosen jointly by the parties from a list of seven (7) arbitrators supplied by the Federal Mediation and Conciliation Services.

The decision of the arbitrator shall be final and binding. The cost of the arbitration will be shared equally between Employer and the Union.

Section 1.03(e) Jurisdictional disputes will be first referred to the Business Manager of the Union or his representative and an official of the other union involved. If the representatives of the unions agree, the dispute shall be deemed settled on that basis. If they are not able to resolve the dispute, the matter will be referred to the Employer's National Director of Labor Relations, or the Regional Labor Relations Representative who shall render a decision. If the representatives of the respective unions agree, the dispute shall be deemed settled on the basis of the Employer's decision. If the Employer's decision is not satisfactory to the Union, the dispute will be referred to arbitration under the provisions herein, except that William Eaton will be the designated Arbitrator for all such disputes. If the designated arbitrator is not available within sixty (60) days, the parties will select the arbitrator from the panel in Section 1.03(d) with the earliest date. The Union agrees that the decision of the Employer shall remain in effect until such time as the Arbitrator renders a decision.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01(a) The Employer recognized the Union as the sole collective bargaining agency between itself and the employees covered under the scope of this Agreement.

Section 2.01(b) The Employer shall have the right to determine the competency and the qualifications of its employees and the right to terminate such employees for any just and sufficient cause. The employer shall not discriminate against employees in regard to employment by reason of Union membership. The Union may institute a grievance procedure under the terms of this Agreement if it feels that any employee has been unjustly discharged.

Section 2.01(c) All employees covered by this Agreement shall be required to become and remain members in good standing of the Union as a condition of employment from and after the thirtieth (30th) day of employment, or effective date of this Agreement, whichever is later. All employees accepted into membership shall thereafter maintain their continuous good standing in the Union, as a condition of employment, by paying regular monthly Union fees uniformly paid by other members of the same classification in the Union. In the event that an employee fails to tender the admission fee or a member of the Union fails to maintain his or her membership in accordance with the provisions of this section, the Union shall notify the Employer, in writing, and such notice shall constitute a request to the Employer to discharge said individual employee.

Section 2.01(d) INSURANCE The Employer agrees to comply with applicable statutes and rules pertaining to social security, workers compensation and unemployment compensation.

Section 2.01(e) EMPLOYERS WORKING ON THE JOB SITE. Not more than one member of the firm (Employer) shall be permitted to work with the tools at any time on any job covered by this Agreement. Such working members of the firm (Employer) should have certain qualifications, knowledge and experience

Section 2.01(f) Employees covered by this Agreement shall not engage in any business activities competitive with the business of the Employer.

Section 2.01(g) The rights of the Employer shall include: the right to lay off personnel for lack of work or funds, or for the occurrence of conditions beyond the control of the Employer, or when such continuation of work would be wasteful or unproductive.

Section 2.02 SURETY It is agreed that the Employer will post a surety bond or cash deposit in the amount of Five Thousand Dollars (\$5,000.00) as surety for the foregoing. If said sum is posted in cash, it shall be deposited in a Trust Account usable for the purposes outlined below. The aforementioned cash to surety bond is specifically intended to assure payment forthwith, to the extent of said cash or bond pursuant to monetary awards by any and all of the following agencies:

1. The Trustees of various Local Health and Welfare Trusts.
2. The Local Electrical Pension Trust.
3. The Local Electrical Joint Apprenticeship and Training Trust (when it addresses the needs of the convention, trade show and events electrical contracting industry).

Section 2.03 WORK ETHICS Workers shall install all electrical work in accordance with municipal rules and code regulations and contract specifications in a safe, timely, and workmanlike manner.

Section 2.04 WORK CORRECTIONS A Journeyman shall be required to make corrections on improper workmanship for which he/she is responsible as soon as possible on his/her own time, unless errors were made by order of the Employer or the Employer's representatives. The Union will cooperate with the Employer in enforcement of this provision.

Section 2.05 UNION DISPUTES The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

Section 2.06(a) STEWARDS The Union shall have the right to appoint a shop steward and he/she shall interpret the contract under the direction of the Business Manager and be subject to his/her authority.

Section 2.06(b) A Steward shall see that the working conditions of this Agreement are adhered to by the Employer and employees and with proper notification to his/her immediate supervisor be allowed sufficient time during regular working hours to notify the union of jurisdictional infringement.

Section 2.06(c) The Employer shall have the right to lay-off a Steward when the work force is reduced to regular employees, and the Steward will have no precedent over any other workmen. Disagreements on layoff of Stewards shall be subjected to the grievance procedures provisions of this Agreement.

Section 2.07 UNION ACCESS The representatives of the Union shall be allowed access to any job where workers are employed under the terms of this Agreement. The Employer shall be notified in advance of any contract discrepancy meeting on the job site in order for the Employer to secure representation.

Section 2.08 UNION REMOVAL This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary, and when the Union or proper representatives decide to do so; but no removal shall take place until forty-eight (48) hours notice, in writing, excluding Saturdays, Sundays, and holidays, is first given to the Employers involved. When such removal takes place, the Union or its representatives shall direct the workers on such job to carefully put away all tools, material, equipment, or any other property of the Employer in a safe manner. This section refers to strikes sanctioned by the King County Building Trades Council, or the IBEW International Union.

Section 2.09 TOOLS Trade show and convention Electricians shall provide themselves with hand tools and testers as necessary to perform their work. The Employer shall provide all power tools, ladders, lifts, and special apparatus necessary. Employees shall be held responsible for any company owned tools or equipment issued to them providing the Employer furnished the necessary lockers, tool boxes, or other safe places for storage after working hours. All company tools shall be permanently marked where practical.

Section 2.09(a) An employee is required to have the tools listed on Appendix "A."

Section 2.09(b) When there are six (6) or more employees assigned to a show site, the Employer will provide a secure area for storage of employee's tools.

Section 2.10(a) ANNULMENT AND SUBCONTRACTING The Local Unions stated herein are part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph (b) of this section will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation of annulment has occurred.

Section 2.10(b) The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the Collective Bargaining Representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure or other work, will be deemed material breach of this agreement.

Section 2.10(c) All charges of violations of paragraph (b) of this section will be considered as a dispute and shall be processed in accordance with provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.11 DOUBLE-BREASTING-WORK PRESERVATION In order to protect and preserve, for the employees covered under this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the Employer, through its officers, directors, partners or stockholders exercises, either directly or indirectly, management control or majority ownership.

The terms and conditions of this Agreement shall be applicable to all such work.

Section 2.12 REMEDY The Labor-Management Committee and the arbitration have the authority to determine if a violation of the Agreement has occurred and to assess actual damages against either party, Employer or Union, violating the Agreement when it is necessary to make the aggrieved party or parties whole for injuries, which resulted from the violation.

The amount of damages should be compensatory or remedial and not punitive. If a violation results in a loss to affected employee(s) and to the fund(s) as well, it is appropriate to award damages for lost wages to the employee(s) and lost contribution(s) to the fund(s). If a violation results in a loss to an Employer, it is appropriate to award damages to the Employer.

Where there is an identifiable affected employee, the damages should be paid directly by the Employer to the affected employee. In the case of under-payment(s) to employee(s) on the job, those employee(s) would be the ones to be made whole. In the case of a referral violation, the affected employee(s) would be the next person(s) on the referral list who would be referred but for the violation. Wages earned, if any, during the period of violation would be deducted from the amount of damages assessed.

When damages are awarded to one or more of the Joint Trust Funds under the Collective Bargaining Agreement, the damages would be payable directly to the fund(s) by the Employer. There shall be no partial or deferred damages to affected employee(s) or affected employee(s).

Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this section, nor does it make the same or other remedies unavailable to the Union for violations of other sections or other articles of this agreement.

If, as a result of violation of this section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Section 2.11 above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountant or attorney fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, plus interest and liquidated damages in an equal amount normally assessed by the Trustees, which have resulted from the bringing of such court action. If the Employer is successful in a competent court jurisdiction in setting aside the award, the accounting and attorney fees shall be set by the court and be paid by the Local Union.

Section 2.13 INDEMNIFICATION Local Unions of the IBEW shall indemnify and hold harmless the Employer, its Board of Directors, Committees, Agents, and Employees from and against claims, damages, losses, and expenses including, but not limited to attorney fees arising out of or resulting from the presence of Section 2.11 in this Agreement or from the implementation of Section 2.11 in this Agreement, regardless of whether the claims, damages, losses, and expenses are caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, or abridge, or otherwise reduce, any other right or obligation of indemnity, which would otherwise exist as to any party indemnified hereunder.

Section 2.14 MANAGEMENT RIGHTS The Union understands the Employer is responsible to perform the work required The Employer shall, therefore have no restrictions except those specifically provided for in the Collective Bargaining Agreement in planning, directing, and controlling the operation of all its work, in the deciding the number and kind of employees to properly perform the job, in hiring and laying off employees, in the transferring employees from job to job, in determining the need and number of foremen, as well as enforcing the Employer's policies, rules and safety regulations not inconsistent with this agreement.

Section 2.15 VEHICULAR SIGNS All Employer vehicles using public streets and driven by workers under the terms and conditions of this Agreement shall bear identification signs, seals, decals, or stickers of not less than three (3) inches high, visible from outside of said vehicle.

Section 2.16 VIOLATIONS In any case of alleged Employer or Union violation, the matter shall be brought promptly before the Labor-Management Committee for resolution.

Section 2.17 NEW EMPLOYEES When the Union refers applicants for employment to the employer upon the Employer's name call request, it is agreed that the Employer will not requisition more workers than the Employer intends to hire. Disputes involving this matter shall be referred to the Labor-Management Committee for settlement.

Section 2.18 FAVORED NATIONS The Union agrees that if, during the term of this Agreement, it grants to any other Employer in the trade show, convention events, or exposition production electrical contracting industry any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

ARTICLE III

HOURS - WAGES - WORKING CONDITIONS

Section 3.01(a) WORKDAY A normal workday shall be eight (8) hours of work as established by the Employer, with a minimum of four (4) hours on hire date, and four (4) hours minimum thereafter.

Section 3.01(b) On any day, including Saturday, Sunday or holidays when an employee is required by the Employer to remain on call for any available work, the employee will receive four (4) hours minimum pay at the straight time rate of pay, and in addition will be paid for the actual amount of work performed at the appropriate rate of pay on that day.

Section 3.01(c) When an employee is required by the Employer to be on standby status at a show site and to be available for any work, the employee will receive the foreman rate of pay for any standby or work time.

Section 3.01(d) When an employee is required to work out of town, the Employer shall pay a minimum of eight (8) hours daily pay at the appropriate rate of pay, or actual hours worked whichever is greater. The appropriate rate of pay is straight time during the workweek, and overtime on Saturday, Sunday, or holidays, or any work performed after eight hours of work in a workday.

If an employee is sent into another IBEW Local jurisdiction that has an Inside Construction Wireman Agreement or a Convention/Trade Show Agreement with the Employer, then the employee will receive the hourly wage rate of that Local agreement, if the wage rate exceeds this agreement. The benefit rates will be the same rates as specified in this agreement.

Section 3.01(e) Beginning September 1, 2016, all work performed between the hours of 9:00 p.m. and 6:00 a.m. will be paid at one and one-half (1½) times the regular rate. Beginning July 1, 2017 all work performed between the hours of 9:00 p.m. and 6:00 a.m. will be paid at double the regular rate.

Section 3.02(a) OVERTIME All work performed after the regular workday Monday through Friday, and on Saturday and Sunday, shall be paid at one and one-half times (1½x) the employee's regular rate of pay.

Employees will be given at least eight (8) continuous hours of off duty time after their regular eight-hour shift before starting a new work shift. If the employee is required to return to work before having the eight (8) hours off, the employer will pay overtime at time and one-half for all hours worked until the employee has eight (8) hours off between shifts, overtime worked in this situation requires prior approval from the Edlen General Manager or Vice President.

Section 3.02(b) DOUBLE TIME All work performed on Listed Holidays shall be paid at double (2x) the employee's regular rate of pay.

Section 3.02(c) LISTED HOLIDAYS Listed holidays are as follows: New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day. An employee may volunteer for time off without pay for Martin Luther King's Birthday. The Employer will grant all such requests as is consistent with good business judgment. When a holiday falls on a Sunday, the following Monday shall be recognized as the holiday, unless another day is the official government observed holiday and double time pay shall apply. When a holiday falls on a Saturday, the previous Friday shall be recognized as a holiday, unless another day is the official government observed holiday and double time pay shall apply.

Section 3.02(d) MEAL PERIOD A one (1) hour meal period will be given between the second (2nd) and the sixth (6th) hour of every workday. When workers are required to work later than two (2) hours after their assigned shift, they shall be allowed a minimum of thirty (30) minutes and maximum of sixty (60) minutes for a meal period, and each six (6) hours thereafter if requested by the employee(s).

Section 3.02(e) VACATION Effective January 1, 2002, employees who have completed five (5) or more years of continuous service with a single Employer (consisting of 1,600 hours in each service year) shall be entitled to one week (40 hours) paid vacation to be taken during the calendar year.

Section 3.03(a) PAYDAY The Employer shall post in its place of business a notice specifying a day and an hour, not later than four-thirty (4:30) p.m., as payday (not including Saturday, Sunday, or holidays). Not more than three (3) days pay shall be held back unless special permission is obtained from the Business Manager of the Local Union. Employees laid off or discharged by the Employer shall be paid all wages no later than the following pay period.

Section 3.03 (b) The payroll period will be weekly, Monday through Sunday. Payroll checks will be mailed to the employee on the first Thursday following the end of the payroll period.

Section 3.03(c) ELECTRONIC FUNDS TRANSFER If offered by the Employer, the Employer may direct deposit the payroll check into the regular Employee's account, but only with the Employee's prior written consent.

Section 3.04 WAGE RATES. The minimum wage rates effective July 1, 2016 shall be:

Trade Show Journeyman:	91% of the Journeyman Construction Wage Rate.
Trade Show Working Foreman:	10% above Trade Show Journeyman Wage Rate.
Trade Show General Foreman:	20% above Trade Show Journeyman Wage Rate.
Trade Show Technician:	85% of the Journeyman Construction Wage Rate.
Trade Show Installer:	75% of the Journeyman Construction Wage Rate.

Section 3.05(a) TRAVEL AND SUBSISTENCE PAY When workers are required to report directly to the job, they shall report to the job no later than the assigned starting time on the shift and remain on the job until quitting time. All travel outside a twenty (20) mile radius of Employer's shop/office shall be done at straight time wages, one (1) hour minimum, plus IRS allowable per mile, plus ferry fares, toll charges, and parking fees, if necessary when the employee uses his/her own vehicle.

Section 3.05(b) Employees required to perform work out of town will be reimbursed for actual reasonable expenses for transportation, meals and lodging in accordance with the Employer's policy for all employees of that Employer. Meal allowance shall be the greater of the current Internal Revenue Service per diem for meals at the destination city or \$45 per day. Employees requesting an expense advance shall submit such request during normal business hours in accordance with the Employers procedure.

Section 3.06(a) VEHICLES No worker shall use his/her own vehicle in a manner considered unfair to other workers. The Employer shall not contract with workers to lease or rent workers' vehicle for use in the interest of the Employer's business. Further, workers shall not transport Employer's material, tools, or ladders except in the Employer's vehicles. On a trial basis and by mutual agreement only, employees may transport small tools and materials in their personal vehicles from job to job but only when necessary. The employer will reimburse the employee for mileage between jobsites when transporting tools and/or materials.

Section 3.06(b) The Employer, at his discretion, may provide a vehicle insured in the company's name under the State laws to workers covered under this Agreement.

Section 3.07 WORKING FOREMAN & GENERAL FOREMAN On any job sites employing more than two (2) people the third (3rd) person will be designated as a working Foreman by the Employer and shall receive working Foreman's pay. The number of General Foreman shall be left to the discretion of the Employer; however, a General Foreman shall be allowed to work with the tools on an occasional basis, provided he is able to continue general foreman duties.

A General Foreman is a workman who supervises one (1) or more Foremen on one (1) or more jobs. A working Foreman supervises not more than twelve (12) Journeymen on jobs or contracts.

Section 3.08 TERMINATION SLIPS When workers are terminated they shall receive a termination notice stating the reason for such termination and their final paycheck on the next regular payday. Termination slips shall be furnished by the Local Union, in quadruplicate, with a copy forwarded to the Local Union office. No discriminatory actions will be taken by the Union against the Employer or his supervisors for recording the reasons for termination. Nothing in this section shall prohibit the right of the Union or the employee from using the grievance procedure.

Section 3.09(a) SCOPE OF WORK The Employer recognizes the IBEW as having jurisdiction over the installation, operation, maintenance, and repair of all portable electrical wiring and electrical equipment at trade shows, conventions, or events.

Section 3.09(b) IBEW work includes the following:

- (1) All electrical power supply and outlets to display areas and booths.
- (2) Distribution of power to outlet locations, concealed cords under or over carpeting, cords overhead to equipment or lighting, operation of man-lifts, scissor lifts, forklifts, etc., to perform electrical work.
- (3) Electrical power source distribution and connections to dimmer boards, related switches, sound equipment, and projection equipment.
- (4) All electrical equipment, lighting fixtures, power track, and electrical apparatus that requires electrical and mechanical fastening to the exhibit or display.
- (5) Installation and removal of overhead hanging electrical signs, trusses, etc., freestanding electrical signs which require assembly, rotating electrical signs, sequencing electrical signs, hoist motors, and related methods.
- (6) Electrical connections and hookup of all equipment or displays with the exception of 120 V-20A maximum grounded plug-ins.
- (7) All special lighting for displays, booths, or areas, live models, sales demos, and presentations with the exception of live production entertainment.
- (8) Electrical signs that come separate from the display and must be mechanically and electrically installed separately to the display.
- (9) Maintenance and responsibility of all temporary electrical installations regarding trade show, conventions or events at the job site.
- (10) Temporary generator (motor generator), transformer installation and hookup.
- (11) Temporary or portable cabling into main switchgear or sub-panels.

Section 3.09(c) All electrical work as defined in Section 3.09(a) and a equipment, tools, support materials, and temporary lighting used to accomplish such electrical work shall be performed by members of the IBEW.

Section 3.09(d) On any job where there is a vehicle such as a pickup, panel truck, etc. and these vehicles are used for transportation of employees from job site, these vehicles shall be operated by members of the IBEW, unless they are operated by management or recognized transportation firm, i.e., taxi, bus, etc.

Section 3.09(e) IBEW work does not include handling or setting of electrical motors, transformers, etc. that will not be energized and are used for display purposes only.

Section 3.10 MATERIAL HANDLING The handling and moving at shop and job sites of all electrical material, equipment, apparatus, and tools shall be performed by members of the IBEW when available. The Company will supply the appropriate equipment to perform this work.

Section 3.11 JOURNEYMAN CONTINUOUS TRAINING Each permanent Group I Journeyman should complete a minimum of eight (8) hours per year in varied forms of training in the following areas:

1. Technical Theory
2. Technical "Hands-Off"
3. Electrical Codes
4. Safety, First Aid and CPR Training
5. Foremanship
6. Customer Relations and/or Customer Service
7. Basic Communications or Other Personal Development
8. Other training classes, seminars, or courses provided by the Local Union, JATC or Employer
9. Continuous Training on Equipment (Scissor lifts, man lifts, or forklifts) to gain OSHA Certification
10. Various Types of Rigging Methods

Journeyman who successfully complete such training shall be issued an authorized certificate verifying the fact that such training was completed, and such certificates shall be furnished to the Employer as confirmation of the training.

The Union and the Employer agree to work together to secure Arena Rigging Training and ETCP Arena Rigging Certification no later than July 2015 for one or more existing employees on the Edlen crew.

RIGGING TRAINING. The Union will subsidize the cost for ETCP rigging training and ETCP rigging certification for two regular Edlen electricians that will be completed during the term of this agreement. The Union will continue to work with Edlen to secure rigging training and certification for other crew members on an ongoing basis.

Section 3.12 PARKING AND BUS PASS. The Employer will provide free parking at the Convention Center parking garage for badged employees and/or will provide free Orca Cards (employee option) for badged employees.

ARTICLE IV

REFERRAL PROCEDURE

Section 4.01 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area, of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment:

Section 4.02 The Union shall be the sole and exclusive source of referral of applicants for employment; however, the applicant must sign a physical fitness statement, an Employment Eligibility Verification (Form 1-9), and an Employee's Withholding Allowance Certificate (Form W-4), which must be completed and brought to the Employer along with Union referral at the time of reporting for employment.

Section 4.03 The Employer shall have the right to reject any and all applicants for employment without exception or recourse, and request a replacement immediately to maintain work coverage.

Section 4.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union; and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05 The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which the applicant qualifies. The employer has the right to call by name any applicant in Group I. However, this does not limit the right of the Employer to call by name from any Group provided any qualified applicant for employment that has special skills and licenses required by employer in a higher Group has First right of refusal of such referral.

GROUP I TRADESHOW JOURNEYMAN. All applicants for employment who have four (4) or more years' experience in the electrical industry and have a current 01 Washington state journeyman electrician certification card, or have a minimum of a thousand (1,000) hours or more in the convention show power distribution industry and have passed the Journeyman examination given by a duly constituted local Union of the IBEW, or have been certified as a Journeyman by any Joint Apprenticeship and Training Committee. Currently employed regular Tradeshow Journeymen as listed in Appendix A will be permanently classified as Group I.

GROUP II TRADE SHOW TECHNICIAN. All applicants for temporary on-call trade show employment who have a minimum of two (2) or more years' experience in the electrical industry but who do not qualify for Trade Show Journeyman status. Maximum length of call out for Group II is two (2) weeks per call out.

GROUP III TRADE SHOW INSTALLER. All applicants for temporary on-call trade show employment with less than two (2) years' experience in the electrical industry. Maximum length of call out for Group III is two (2) weeks per call out.

Current regular employees shall not suffer a decrease in pay or be re-classified in any manner due to the changes in the above classifications and shall be classified as Trade Show Journeyman Group I for future dispatch purposes.

The employer agrees to utilize their regular employees to the fullest extent possible before placing calls for temporary employees for tradeshow work.

The layoff procedures in Section 4.12 apply to the above classifications.

Section 4.06 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they registered availability for employment to the Employer.

Section 4.07 An "examination" shall include an experience evaluation. If such examination shall have been given prior to the effective date of this procedure, but from and after the effective date, it shall include only written and/or practical examinations given by a duly constituted Local Union of the IBEW. Reasonable intervals of time shall be set by the Exam Board of the Local Union, but shall be set no longer than ninety (90) days apart. An applicant shall be eligible for the Trade Show Journeyman Examination if he/she has four (4) or more years' electrical experience in the following categories: Trade Show And Convention, Maintenance And Construction Industry, or in combination thereof.

Section 4.08 Any applicant who is hired and who receives, through no fault of their own, work of two (2) weeks or less shall, upon re-registration, be restored to their appropriate place within their Group on the out of work list.

Section 4.09 The Employer will notify the Union, in accordance with Union dispatch rules, as to where and when the required applicants are to report.

The Employer shall advise the Business Office of the Local Union of the number of applicants needed after the "name call". "Name call" shall refer to Group I only, with the exceptions addressed in Section 4.10 regarding special skills.

Section 4.10 **SPECIAL SKILLS** The only exception, which shall be allowed in the order of referral, shall be as follows:

When the Employer states bona fide requirements for special skills, knowledge or experience, and/or licenses to operate vehicles or equipment in the request for applicants, the Business Manager of the Local Union shall refer the first applicant on the register possessing such skills and licenses.

Special skills in regard to boom lifts, where work is performed in excess of thirty-five (35) feet will constitute a five percent (5%) increase. This time will be paid in one-half hour increments.

Section 4.11 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within twenty-four (24) hours from the time of receiving the Employer's request, Saturdays, Sundays, and Holidays excluded, the Employer shall be free to secure applicants without using the referral procedure. But, if such applicant is hired, they shall have the status of "Temporary Employees".

The Employer shall notify the Business Manager of the Local Union promptly of the names and social security numbers of such "Temporary Employees", and shall treat such "Temporary Employees" in accordance with Article 11, Section 2.0 1(c)

Section 4.12 LAY-OFF In the event of layoff, all Group III employees must be laid off before any Group II employees are laid off. All Group II employees must be laid off before any Group I employees are laid off. The only exception in the order of lay-off shall be employees that possess special skills required by the Employer.

Section 4.13 REGULAR EMPLOYEE A regular employee is an employee who has a usual weekly work schedule, who has been issued one or more facility security badges by the employer, and who has worked at least forty (40) hours per month on a regular basis.

ARTICLE V

FRINGE BENEFITS

Section 5.01(a) NATIONAL ELECTRICAL BENEFIT FUND It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

Section 5.01(b) The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing upon being served by the Union, provided the individual Employer fails to show satisfactory proof the required payment has been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

Section 5.02 HEALTHCARE The Employer agrees to pay the appropriate amount consistent with the Wireman contribution rate for each hour worked by each Journeyman and Apprentice covered under the terms and conditions of this agreement, to the local Electrical Healthcare Trust.

Section 5.03 PENSION The Employer shall make monthly contributions into the local Electrical Pension Trust Fund in the appropriate amount consistent with the Wireman contribution rate for each hour worked by each employee covered under the terms and conditions of this Agreement. Contributions for Apprentice employees who are newly enrolled shall be made on the same percentage rate as their period of Apprenticeship based on the Journeyman contribution rate. The Pension Plan and Trust Document shall comply with all applicable laws.

Section 5.03(a) ANNUITY/401(K) SAVINGS PLAN The Employer agrees to contribute the current hourly contribution of \$1.75 per hour to the Annuity Fund and agrees to maintain the rate consistent with the Wireman contribution rate.

Section 5.03(b) VOLUNTARY CONTRIBUTIONS The Puget Sound Chapter, NECA and Local 46, IBEW have agreed to implement a voluntary contribution plan for the retirement annuity trust. Edlen has agreed to participate in this plan. Participants who elect to make voluntary contributions to the plan may only do so once each calendar year and must sign an authorization card provided by the Union and given to the Employer. The Administrator for the benefits shall administer the plan.

Payment shall be due on the 15th of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form made available for this purpose.

As party to this Agreement, Edlen agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trusts, effective June 1, 1973, and all amendments and revisions hereafter adopted and further agrees, as its representatives, the current Employer Trustees and their lawfully appointed successors.

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, Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing, being served upon 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 Workers Pension Trust.

Section 5.04(a) EMPLOYER REPORTS The Employer shall report monthly to the Trustees in writing upon the forms provided and mailed to him/her by each of said employees, together with total hours worked by each of said employee during each month. The Employer shall include payment and such other information, as may be properly required by the Trustees, to the carriers. Each contribution to the Trust Funds shall be made promptly and in any event, on or before the fifteenth (15th) day of the month following in which it accrued, on which date said contribution, if not paid in full shall be delinquent.

The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Fund is essential to the maintenance of these funds; therefore, an amount determined by the Trustees of such Trust Funds as liquidated damages shall be due and payable upon the day immediately following the date on which the contribution became delinquent.

Section 5.04(b) The Trustees of the Trust Funds are hereby authorized to examine and audit any signatory Employer's records of account which are pertinent to the payment of contributions to the respective Trust Funds including all payroll records, time cards, day sheets, payroll checkbooks, and Federal and State Employment Reports. Audits shall be conducted periodically at the Employer's place of business unless otherwise agreed by the Trustees.

Employers agree that the records will be made available to the Trustees of the Trust Funds or its agents within seven (7) working days from the date such audit is requested. If such audit discloses that there has been under-reporting by the Employer, he/she shall be chargeable for the underreported amount and any delinquency charges that may be due. In the absence of adequate hourly time records, the gross monies received by the employee shall be divided by the basic hourly rate to determine the hours worked by the employee and to compute the amount of contributions due to the respective Trust Funds by the Employer.

The Trustees shall establish audit procedures and shall determine the specific method for implementing such procedures to the extent provided for in the Trust Documents.

Section 5.04(c) The Trustees, to the extent provided for in the Trust, shall be entitled to and may file legal action for the collection of any and all contributions and delinquency charges due and owing by any and all Employers hereunder; and in the event such action is maintained and filed, in addition to recovering of payments due and owing liquidated damages, and legal rate of interest, the Employers hereunder agree to pay all costs of such suits, together with reasonable attorney fees.

Section 5.04(d) Continued failure on the part of any Employer to make prompt payments of his/her contribution to the Trust or the failure to make the required reports and payments shall be deemed to be a breach of the Collective Bargaining Agreement, and the Employer shall be subject to the grievance procedure as provided for in this Agreement. The parties to this Agreement shall require the Employer to make any and all payments due or to become due by him/her under the terms of this Agreement.

Section 5.05 The parties to this agreement hereby expressly waive the provisions of the City of Seattle Sick/Safe Leave Ordinance #123698 requiring paid sick leave. The parties will collaborate to prevent any further provisions from being adopted by political entities within the jurisdiction of this agreement.

ARTICLE VI

SEPARABILITY CLAUSE & NON-DISCRIMINATION


Section 6.01 SEPARABILITY CLAUSE Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision 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.

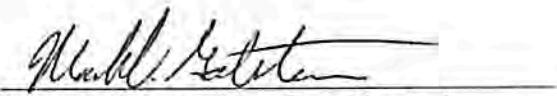
Section 6.02 NON-DISCRIMINATION It is the continuing policy of the Employer and the Union that the provisions of the collective bargaining agreement shall be applied to all employees without regard to race, sex, color, religion, creed, disability or national origin.

THIS AGREEMENT IS AGREED TO AND SIGNED BY:

International Brotherhood of Electrical
Workers, Local Union 46

Edlen Electrical Exhibition Services, Inc.


James W. Tosh, Business Manager
and Financial Secretary


Mark Galstaun, Vice President of
Northwest Operations

Date

9/1/16

Date

9/7/16

APPENDIX "A"

ELECTRICIANS TOOL LIST

Vol-Con Voltage tester (or equivalent)	Allen wrench set
Side (diagonal) cutter	Pliers
Slot and Phillips Screwdrivers	Utility knife
Adjustable wrench	

The Employer shall provide all other tools and testing equipment for employees.

APPENDIX "B"

TRADESHOW JOURNEYMAN

PERMANENTLY CLASSIFIED AS GROUP I

Pat Caffee
Kimball Lee
Tibor Molnar
Brian Partlow
Ron Wadowski
Mark Walker
Dave Williams
Sam Woods-Smith
Rick Zabelle

