



AGREEMENT BETWEEN
DELTA ELECTRIC an IPS company
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
EFFECTIVE DATES:
June 2, 2020 THROUGH NOVEMBER 30, 2023

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PREAMBLE

This Agreement by and between Delta Electric, an IPS Company and International Brotherhood of Electrical Workers, Local Union 46, MADE and ENTERED to become effective on the date noted in Article I below between Delta Electric, Seattle, Washington, hereinafter called the EMPLOYER and Local Union No. 46 of the International Brotherhood of Electrical Workers, hereinafter called the UNION.

BASIC PRINCIPLES

The EMPLOYER and the UNION have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the EMPLOYER, the UNION, and the Public. Progress in industry demands a mutuality of confidence between the EMPLOYER and the UNION. All will benefit by continuous peace and by adjusting consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1.1 This Agreement is effective as of June 2, 2021, except as otherwise provided herein, and shall remain in effect through *November 30, 2023* unless changed by mutual agreement. Should either party desire to open or terminate the Agreement on *November 30, 2023*, or any subsequent December 1st anniversary date, written notice must be given to the other party at least sixty (60) days in advance of such anniversary date. If timely notice to open or terminate the Agreement is not given by either party at least sixty (60) days prior to any anniversary date, the Agreement shall be considered as automatically renewed for an additional period of one year and in like manner from year to year thereafter.

Section 1.2 Savings Clause - Should any party hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts of provisions affected. The remaining parts of provisions shall remain in full force and effect.

ARTICLE II

NON-DISCRIMINATION, EMPLOYER RIGHTS, UNION RIGHTS AND HIRING

Section 2.1 Equal Employment Opportunity - Neither the Union nor the Employer, in carrying out their obligations under this contract, shall discriminate in matters of hiring, rates of pay, training, promotion, transfer, layoff, termination, or otherwise because of race, color, religion, sex, sexual orientation, gender expression, gender identity, age, creed, national origin, disability, marital status, or any other characteristic protected by law.

Section 2.2 Disability Accommodation - The Union and the Employer are committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities will be conducted on a nondiscriminatory basis.

Section 2.3 Contracting Electric Work - Members of the Union, excepting those meeting requirements of Employers, as defined herein, shall not contract for any electrical work.

Section 2.3.1 Certain qualifications, knowledge, experience, and responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, no Employer shall be qualified to become a party to this Agreement, unless it maintains a permanent place of business at a shop, with a business telephone, both of which shall be aside and separate from its residence. The Employer shall also be financially able to meet the payroll requirements each and every week and employ at least one (1) Journeyman continuously.

Section 2.4 Union Membership - All Employees who are members of the Union on the effective date of this Agreement, shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment, or the effective date of this Agreement, whichever is later.

Section 2.4.1 When an Employee fails to maintain their membership in good standing or pay their fair share of dues, the Union shall advise the Employer in writing at that time. The Union will advise the Employer in writing when the employee begins their third (3rd) month and thereafter until the final six (6) months of the Employee's standing/payment status. If the Employee fails to maintain their membership or pay their fair share, the Employer will terminate the Employee upon written request of the Union.

Section 2.5 Steward -The Union shall have the right to appoint a Steward at any shop or any job where workers are employed under the terms of this Agreement. Such Steward shall see that this Agreement and working rules are observed and the Steward shall be allowed reasonable time to perform these duties during regular working hours. Under no circumstances shall the Employer or Union take adverse action or otherwise discriminate against an Employee for making a complaint or giving evidence with respect to an alleged violation of any provisions in this Agreement or Employer work rules or standards.

Section 2.6 Access To Shops Or Jobs - Business Representatives of the Union shall have reasonable access to the shop by notifying the Company at the designated office, provided the Representatives do not interfere or cause Employees to neglect their work. If there is no Shop Steward assigned, a Business Representative shall have reasonable access to unit Employees for investigative information.

Section 2.7 Subletting Or Transferring Work -The parties agree to maintain the past practice of recognizing the jurisdiction of other crafts or other units of IBEW Local Union No. 46.

Section 2.8 Hiring - The Employer agrees that when additional Employees are required, the Union will be given as much advance notice as possible, but not less than twenty-four (24) hours so that the Union may have a reasonable opportunity to refer applicants for employment.

Section 2.8.1 If the Union is unable to supply workers within twenty-four (24) hours from the time of receiving the Employer's request, the Employer is free to use other sources to secure workers. If the Employer hires persons other than those referred by the Union, the Employer

shall advise the Union within thirty (30) days after such person is hired. The Employer obtains the right to reject any job applicant referred by the Union.

Section 2.9 The Union agrees that there shall be no restriction on the use of labor saving machinery or equipment on the job. However, any such machinery or equipment shall be operated by available workers employed under the terms of this Agreement. Non-bargaining unit individuals may perform such work in emergencies, to train bargaining unit members, or for reasons of safety.

Section 2.11 Stolen Tools – The Employer shall provide verifiable proof of insurance to cover theft to personal tools by forced entry and Employees shall provide a list of tools they have.

ARTICLE III **STRIKES AND LOCKOUTS BARRED**

Section 3.1 During the life of this Agreement, no strikes or work stoppages shall be caused or sanctioned by the Union and no lockouts shall be entered upon by the Company. Any action of the Company in closing its plant during a general strike, riot, or civil commotion for the protection of the plant and property shall not be deemed a lockout. It shall not be a violation of this Agreement for an Employee to refuse to cross a picket line of a legally declared strike by a Union which is the certified or recognized Representative of the striking Employees at the site of the picketing if such strike is sanctioned and approved by IBEW Local Union No. 46.

ARTICLE IV **GRIEVANCES AND COMPLAINTS**

Section 4.1 A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any matter of hours, working conditions and wages, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

Section 4.2 Steps

Step 1: An aggrieved employee with or without the aid of the Shop Steward shall present a grievance to their supervisor within five (5) working days of its occurrence or such grievance will be deemed waived by the Union, the Employee, and the Employer. The supervisor and Employee, with an available Union Steward shall meet within five (5) business days of the presentation of the grievance and attempt to resolve the matter.

Step 2: If the grievance is not settled within those five (5) business days, the Union may advance the grievance to the Area General Manager within ten (10) business days and the parties shall meet within ten (10) business days thereof in an attempt to resolve the dispute. The Company must present in writing its answer to this step within ten (10) business days after the aforementioned meeting.

Step 3: If the grievance is not resolved at the above step, the Union may appeal the matter to the Senior Vice President, Human Resources within five (5) business days after receipt of the written answer noted in Section 4.3. The SVP, HR and Union shall meet in person or via electronic

means within ten (10) business days after receipt of the Union's appeal. The SVP, HR will submit a written response within ten (10) business days after the aforementioned meeting.

Step 4: If the grievance is not resolved at the above step, either party may refer the grievance to binding arbitration within ten (10) business days after receipt of the written response by requesting the Federal Mediation and Conciliation Service to submit a list of seven(7) experienced Arbitrators, living in the area, and an arbitrator will be selected by each party alternately striking a name from the panel until one (1) remains. The remaining name shall serve as the arbitrator.

Section 4.3 The arbitrator shall have no power to add to, subtract from, change or modify any provision of this Agreement and apply them to the specific facts of the issue in dispute. The decision of the arbitrator is to be final. Time limits may be extended by mutual agreement. The expenses and fees of the arbitrator will be borne equally by both parties.

ARTICLE V

SHIFTS

Section 5.1 Eight (8) hours shall constitute a normal day's work. Five (5) days Monday through Friday inclusive shall constitute a normal week's work of forty (40) hours. The regular shift starting times of the day shift shall be between 5:00 a.m. and 9:00 a.m.

Section 5.2 Second Shift - Third Shift - An eight (8) hour period less thirty (30) minutes for a meal on the Employee's time. Pay for second shift shall be the classification hourly rate set forth in Article VI, Wages, plus seventy-five (\$0.75) per hour. Pay for third shift shall be the classification hourly rate set forth in Article VI, Wages, plus one dollar and twenty-five (\$ 1.25) per hour.

Section 5.3 Employees transferred from one shift to another shall receive a minimum of twenty-four (24) hours' notice; if less than twenty-four hours' notice the Employee shall receive time and one-half (1 1/2) of the first shift of the new shift.

Section 5.4 Employees required to work overtime or Employees called back to work after the completion of their normal shift, unless relieved a full shift eight (8) hours before starting to work on their next regular shift shall be paid the overtime rate for the next such shift. However, in the event an Employee is advised to report to work later than their normal starting time for the purpose of allowing an Employee at least an eight (8) hour relief, the Employee shall be guaranteed a minimum of eight (8) hours straight time pay for the shift and allowed to quit work for the day at the normal quit time.

Section 5.5 Reporting Pay - Employees reporting for work unless otherwise advised by the Employer, shall receive not less than two (2) hours pay at the appropriate rate; except in cases beyond the control of the Employer such as power failure or acts of God. If the employee chooses to go home with Company approval before the two (2) hours is completed, the employee will be paid for actual time worked.

ARTICLE VI
OVERTIME/LUNCH PERIODS

Section 6.1 All time worked over eight (8) hours in a day, Monday through Friday, shall be paid at time and one-half (1 ½). All time worked over ten (10) hours in a day, Monday through Friday, shall be paid at double time. The Company will make its best effort to let the Employee(s) know there will be work on Saturday before they leave on Friday. However, if an emergency occurs and business needs require an Employee to be called in on Saturday, the Employee(s) will make their best effort to come in. In either case the first eight (8) hours worked on Saturday will be at time and one-half (1 1/2). Any hours worked over eight (8) on Saturday will be at double time. All time worked on Sunday will be at double time unless the employee is working Sunday instead of Saturday at his or her request and will be paid time and one-half.

Section 6.2 The parties recognize that overtime work is a reality and a necessity to service the customer. The Employees are expected and required to work overtime when necessary. The Company will endeavor to equalize overtime assignments among qualified Employees. The Company will not arbitrarily require overtime.

Section 6.3 Lunch Periods

- (a) A thirty (30) minute lunch period shall be allowed on the Employer's time at the end of the regular shift if Employees are required to work overtime in excess of two (2) hours.
- (b) Employees working overtime shall receive a period of thirty (30) minutes on Employer's time every four (4) hours.
- (c) The foregoing shall not apply to the noon day lunch period on Saturdays, Sundays, and Holidays.
- (d) Unless by mutual consent an Employee required to work during the regular lunch period shall receive the established overtime rate for such lunch period and shall thereafter be allowed a reasonable opportunity to eat lunch on the Employer's time.
- (e) Employees will continue their current practice of taking a fifteen (15) minute break at 9:30 a.m. to 9:45 a.m.; a thirty (30) minute lunch break; and no afternoon break unless they are going to be working overtime per the provisions above.

Section 6.4 Travel required by the Employer shall be considered as time worked and paid at the applicable rate.

ARTICLE VII
WAGES

Section 7.1 No Employers, Employees nor their agents shall give or accept directly or indirectly, any rebate of wages. Any Employer found violating this provision shall be subject to having the Agreement terminated upon written notice thereof being given by the Union.

Section 7.2 The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hours, and working conditions.

Section 7.3 Any Employee reporting for work and being laid off, without having been notified the day previous, shall receive not less than one-half (1 ½) days' wages. Employees hired prior to December 1, 1995, being permanently laid off shall receive five (5) days' notice or three (3) days wages. Employees hired subsequent to December 1, 1995, being permanently laid off shall receive five (5) days' notice or three (3) days' wages after being continuously employed for one (1) year or more.

Section 7.4 When Employees are called during off-hours on emergency work the rate applying from the time of call, leaving home, reporting to the job, and returning to home, shall be a minimum of two (2) hours guaranteed, or the actual hours if more than the minimum.

Section 7.5 Contract Minimums - No employee will suffer a reduction in pay as a result of the signing of this Agreement. However, the parties agree that this Agreement is intended to cover only the minimums in wages, conditions, and benefits, and the Employer may place superior wages, conditions, and benefits in place and may reduce the same to the minimums herein prescribed with advance notice to the Union.

ARTICLE VIII
JOB CLASSIFICATIONS AND MINIMUM RATES OF PAY

Section 8.1 The following classifications and minimum rates of pay shall apply for the duration of this Agreement.

Wages and Wage Progression

(A) Winder

	<u>6/07/21</u>	<u>12/06/21</u>
Level One	\$23.66	\$24.84
Level two	\$26.75	\$28.09
Level three	\$29.84	\$31.33
Journeyman	\$32.93	\$34.58

Three Year Break-in Rates: 70% first six months; 75% second six months; 80% third six months 85% fourth six months; 90% fifth six months; 95% sixth six months; thereafter rate at the levels stated above.

(B) Mechanic/Assembler/Balancer

	<u>6/07/21</u>	<u>12/06/21</u>
Level One	\$23.66	\$24.84
Level two	\$26.75	\$28.09
Level three	\$29.84	\$31.33
Journeyman	\$32.93	\$34.58

Three Year Break-in Rates: 70% first six months; 75% second six months; 80% third six months; 85% fourth six months; 90% fifth six months; 95% sixth six months; thereafter rate at the levels stated above.

(C) Machinist/Lathe

	<u>6/07/21</u>	<u>12/06/21</u>
Level One	\$23.66	\$24.84
Level two	\$26.75	\$28.09
Level three	\$29.84	\$31.33
Journeyman	\$32.93	\$34.58

Three Year Break-in Rates: 70% first six months; 75% second six months; 80% third six months; 85% fourth six months; 90% fifth six months; 95% sixth six months; thereafter rate at the levels stated above.

(D) “Helper Classification”

Effective June 7, 2021: First Year- \$15.94; Second Year- \$16.45; 3rd year-\$17.48; Thereafter \$18.51.

Effective December 6, 2021: First year- \$16.74; Second year-\$17.27; Third year- \$18.35; Thereafter \$19.44

Section 8.2 Progression from Journeyman to Craftsman shall be at the discretion of the Company.

Section 8.3 The Company may, at its discretion, form a Labor/Management Committee to review the Journeyman level test administered by IBEW Local Union No. 46. The committee shall be composed of two (2) labor members and one (1) management member. Labor members shall be composed of Journeyman and the committee may make recommendations to IBEW Local Union No. 46 for improvement of the testing procedures for Journeyman Motor Winders.

Section 8.4.1 Employees with no experience hired after ratification will be placed in the three year break-in-rates for one of the three classifications provided in 8.1 *unless they are hired as a Helper* and will thereafter for the length of this Agreement get the wage increases as provided above.

Section 8.4.2 Employees hired with experience will continue the practice of starting at comparable rates to those hired on or before 7/25/2017. Thereafter for the length of this Agreement they will get the same wage increases as provided in 8.4.3 below.

Section 8.4.3 Wage Increases

1. Effective retro-active to 12/7/2020- Employees with a hire date on or before 12/07/2020 will get a 3% increase over their current base rate. The 3% retro will be paid on a separate check to each employee. Effective the first payroll period

after ratification, all Employees will receive a \$1.00 per hour raise applied to the base rate.

New hires will progress through three-year Break-in provided in the contract as their months of service require.

1. Each employee on the payroll as of ratification still on the payroll on 12/6/21 will get a raise of a 5% on that date.
2. For 2022 (first payroll period after November 30, 2022), wage adjustments will depend on the plant's EBITDA performance versus Annual Operating Plan (AOP) EBITDA target from the prior plan year (October 1 to September 30):
 - If performance is less than 90% of AOP for the Fiscal Year, each year, employees will receive a one and one half percent (1.5%) increase.
 - If performance is equal to 90% of AOP through 100% of AOP, each employee will receive a two and a half percent (2.5%) increase.
 - If performance is greater than 100% of AOP, then each employee will receive a two and three quarter percent (3%) increase.

The increase will occur beginning with the first payroll period after the ratification of the contract. Subsequent yearly increases will occur in the first payroll period after each year of the contract.

Bonus

Based on the actual performance to Annual Operating Plan EBITDA, for Plan Years (Oct-Sep) ending during the contract term, the Company will pay out a lump sum that December as follows: (1) for between 95 and 99%, one percent (1%) of an employee's eligible gross wages; (2) for 100% to 110%, two percent (2%) of an employee's eligible gross wages; and (3) for exceeding the target by 110% or more, three percent (3%) of an employee's eligible gross wages. Employees must work at least 1,250 hours in the Plan year and be employed at the time of payout to be eligible for any payment. Contractually provided paid time off counts as hours worked.

ARTICLE IX **OUT OF TOWN WORK - OUT OF SHOP WORK**

Section 9.1 Employees shall receive suitable board, lodging, and transportation when required to remain away overnight.

Section 9.2 No Employee shall be required or coerced to use their vehicle for company business.

ARTICLE X
VACATION AND SICK LEAVE

Vacation

Section 10.1 Employees shall receive one (1) week paid vacation (forty (40) hours) after one (1) year's employment; and two (2) weeks paid vacation (eighty (80) hours) after two (2) years employment; and three (3) weeks paid vacation (one hundred and twenty (120) hours) after eight (8) years employment. New hires receive three (3) days of vacation during their first year of employment, which may be taken after completing six (6) months of service.

Section 10.2 For the purpose of the foregoing sections in this Article, fifteen hundred (1500) hours worked for the Employer shall constitute a "year's" service. If the Employee is terminated for any reason before the vacation period, vacation payment shall be in proportion to the actual time worked.

Section 10.3 Vacations must be taken within the twelve (12) months following the date upon which the Employees become eligible thereto; vacation allowances shall not be cumulative.

Section 10.4 All vacations shall be taken on consecutive days unless the Employer and the Employee agree on a different division of the vacation time. Vacation shall be taken as mutually agreed between Employer and Employee, however, upon no less than thirty (30) days' notice Employer may cancel the Employee's vacation.

Section 10.5 Vacations are intended as such, and Employees entitled must take same and shall not work at the trade during such vacation period. The Union shall enforce this provision.

Sick Leave

Section 10.6 Sick leave will be accumulated and paid per the terms of the paid sick leave law-WAC 296-128-700.

Section 10.7 The Paid Sick Leave Law allows for a carry-over of up to forty (40) hours paid leave for the year. Any hours earned over forty (40) do not carry over or get paid out upon termination under the Act. The Company agrees to pay the employee on or before each January 1, 50% of the hours the employee would otherwise not carry over under the act.

ARTICLE XI
HOLIDAYS

Section 11.1 Employees covered under the Agreement shall receive with pay at the rate of straight time, the following holidays, when not worked: One floating holiday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, the last workday immediately preceding Christmas Day and Christmas Day or days celebrated as such. The preceding Friday shall be observed as the holiday when the actual holiday falls on Saturday; the following Monday shall be observed when a holiday falls on a Sunday. In the event an Employee works on the observed day of the recognized holiday, such Employee shall receive double time (2T) for time worked plus holiday pay for a total of triple time (3T); in the event the Employee works on the actual day of the holiday, such Employee shall be paid per Article VI(1).

It shall be optional with the Employees as to whether or not they work on the observed day of the specified holidays at the request of the Employer, with the exception of work required for the preservation of life and property.

From an Employee's date of hire and then on each anniversary date they will become eligible for a floating holiday that must be taken before the Employee's next anniversary date of hire and must be taken by mutual consent between the Employee and Employer. If Employees do not take their holiday by the anniversary date, the Employer shall pay the Employee one (1) days' pay.

Section 11.1.1 CHRISTMAS EVE will be celebrated on the day it falls and will not be moved to Friday or Monday like the other holidays. If the Employees, by a majority vote, wish to trade Christmas Eve for a Birthday or floating holiday, the Company is agreeable.

Section 11.2 In order to qualify for the above holiday pay, the Employees shall work the normal working day before the holiday and the normal working day after the holiday, with the exception of illness, or prior approval. New Employees must be employed for thirty (30) calendar days to be eligible.

Section 11.3 Bereavement Leave. In the event of death of an immediate family member of the Employee's family, two (2) days of emergency leave with pay will be granted at the applicable rate. Spouse, grandparents, parents, brothers, sisters, children and the same for in-laws, step and foster would be a correct definition for immediate family.

ARTICLE XII **HEALTH AND WELFARE**

Section 12.1 For all Employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this State and upon request shall furnish satisfactory proof of such to the Union.

The Employer shall also make payments to the Washington State Unemployment Compensation Commission for all Employees covered by the terms of this Agreement.

Section 12.2 The Employer shall contribute to the Local Union No. 46, IBEW Health and Welfare Fund, for the purpose of providing 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 the Health and Welfare Trust Agreement be entered into between the parties to this Agreement as amended.

Section 12.3

- (a) The Company shall pay the following amount to the Trust to purchase benefits: Effective a July 1, 2021, the Employer will increase to the rate of \$7.00 per hour/\$1,211.00 per month and will remain the same for the duration of the Labor Agreement.
- (b) Company contributions are to be computed on all compensatory hours to include vacation and holidays.

Section 12.4 The Employer shall make payments not later than the tenth (10th) day of each calendar month, when it becomes due and payable. Each monthly contribution shall include all payments which have accrued in the interim for work performed up to the close of the Employer's monthly payroll period, together with a report form to be supplied by the Board of Trustees of the Local Union No. 46, IBEW Health and Welfare Trust Fund.

Section 12.5 All such funds received by the Board of Trustees for the Local Union No. 46, IBEW 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, and other administrative costs as provided for in said Health and Welfare Trust Fund Agreement as established and entered into by the parties hereto.

ARTICLE XIII
401(K) RETIREMENT PROGRAM

Section 13.1 Upon the effective date of the Agreement, the Employer will cease contributions to and participation in the Pension. The Company will institute a match into the current Integrated Power Services 401k plan effective 8/1/2021 (and if the plan is not ready by then the match will be retroactive). Beginning August 1, 2021, the company will match 100% of the first 3% and 50% of the next 2% of eligible wages for employee contributions. In addition, each employee hired on or before the ratification of this contract and still employed as of the contribution date will receive an initial contribution of \$1000 into the 401k fund by November 30, 2021 or the Employee may take the payment as a gross lump sum payment in the payroll period after November 30, 2021. An Employee must make their election no later than October 15, 2021.

DELTA ELECTRIC

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 46**




Kristen Giandalia, HR and CIPS Director



Sean Bagsby, Business Manager & Financial Secretary



Date



Date