

Inside Agreement

between

Local Union 932

International Brotherhood of Electrical Workers

and

Oregon Pacific - Cascade Chapter
National Electrical Contractors Association

1-1-23 through 12-31-23

AGREEMENT

Agreement by and between the Oregon Pacific-Cascade Chapter, National Electrical Contractors Association and Local Union No. 932, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Oregon Pacific-Cascade Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union No. 932, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this agreement.

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 any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

- I.1 This Agreement shall take effect January 1, 2023 and remain in effect until December 31, 2023, unless otherwise specifically provided herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.
- I.2a Either party or an employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the agreement or any anniversary date occurring thereafter.
- I.2b Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- I.2c The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- I.2d Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting

Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

- I.2e When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- I.2f Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.
- I.3 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

GRIEVANCES - DISPUTES

- I.4 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.
- I.5 There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.
- I.6 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.
- I.7 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be 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.
- I.8 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.
- I.9 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be

changed or abrogated until agreement has been reached or a ruling has been made.

- I.10 All grievances and questions in dispute shall be filed within fourteen (14) calendar days from the time that the alleged violation became known, with both parties' authorized representative (except grievances or disputes pertaining to payment of fringe benefits). All grievances or disputes not filed within the fourteen (14) day period will be invalid.

ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS

- II.1 Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry.

Therefore, an Employer who contracts for electrical work is a person, firm, or corporation recognized as having these qualifications: an adequate financial status to meet his payroll, compensation to provide satisfactory accident insurance for his injured workmen and to comply with State and Federal laws and regulations covering payroll returns for Social Security and Unemployment Compensation. Unemployment Insurance must be carried on one or more employees. Employers complying with this Agreement must elect to come under the law and show evidence of such coverage to Local Union No. 932. He shall employ not less than one (1) journeyman wireman.

The Employer shall not work with the tools except in an emergency to protect life or property and excepting one (1) designated member of an Electrical Employer, firm, or corporation may work with tools providing such member strictly observes all portions of this Agreement, and working only when having one (1) or more journeyman employed under the terms of this Agreement. He shall maintain a permanent place of business, with a business telephone, open to the public during normal business hours.

- II.2 The Union understands 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 the Collective Bargaining Agreement, in planning, directing, and controlling the operation of all his 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 within the Local Union's geographical jurisdiction, 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 proper cause.

- II.3 The employer shall have the right to call Foreman by name provided:

- A. The employee has not quit his previous employer within the past two weeks.
- B. The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a foreman. Upon such request,

the business manager shall refer said foreman provided the name appears on the highest priority group.

- C. When an employee is called as a foreman, he must remain as a foreman for 1,000 hours or must receive a reduction in force.

RECOGNITION CLAUSE

- II.7 The Employer recognizes the Union as the sole and exclusive representative to all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- II.9 An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.
- II.10 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, 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 concession.
- II.10a In order to be competitive in the market and to meet the special needs of Employers on particular jobs, the Union may provide special consideration to Employers who request such treatment and who demonstrate, to the Union's satisfaction a specific marketing need with regard to a particular job. Any special terms, conditions modifications or amendments so provided by the Union, shall be implemented with regard to the particular job for which they were requested. To the extent feasible within time constraints, such special terms, conditions, modifications or amendments shall be made available to all signatory Employers with regard to the particular job in question, but shall not constitute an action subject to the favored nations clause in this Agreement.
- II.13 No member of the Local Union No. 932, while he remains a member of such Local and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

- II.14 Workmen shall install all electrical work in a safe and workman like manner and in accordance with applicable code and contract specifications.
- II.15 The Union reserves the right to discipline its members for violations of its laws, rules and agreements.
- II.16 The Union shall have the right to appoint a Steward at any shop or job where workmen are employed under the terms of this Agreement. At the time the job Steward is appointed, the Employer shall be notified by the Union. Such Steward shall see that this Agreement and work rules are observed and he shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances shall a Steward be discriminated against by an Employer because of the faithful performance of his duties as a steward. Such Steward may be assigned duties which do not materially interfere with his responsibility as Steward. Nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Local Union.

The Steward shall confine his/her activities to the employer to which he/she was referred.

- II.17 The representative of the Union shall be allowed access to any building at any reasonable time where members of the Union are employed.
- II.18(a) This Agreement does not deny the right of the Union or its representative to render assistance to other labor organizations by removal of its members from jobs when sanctioned by the AFL/CIO, Oregon Building and Construction Trades, or the International Office, when necessary and/or when the Union or its proper representative decide to do so, but no removal shall take place until notice is given to the Employer involved. The Union representative shall contact the Employer in a timely fashion with notification.

This agreement does not deny the right of the Union or its representatives, to remove its members from jobs when any unfair labor practice exists, but no removal shall take place until twenty-four (24) hours' notice is first given to the Employer involved.

- II.18(b) When such a removal takes place, the Union or its representatives shall direct the workman on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner.
- II.20 Each Journeyman shall provide himself with an adequate set of hand tools to enable him to perform his particular classification of work.

No Journeyman shall furnish the following tools: Power tools of any type, pipe wrenches, larger than fourteen (14) inches, vises of any type, pipe threading equipment of any kind, hickies or bending tools of any nature, electric drills of any size, drop cloths, fish tapes of any length, wiring or cable pulling equipment other than hand tape grip.

Employees shall be required to supply the following tools in good working order as a minimum:

- 1 pair side cutting pliers
- 1 pair diagonal cutting pliers
- 2 pair channel lock pliers
- 1 pair long nose pliers
- 1 10" adjustable wrench
- 1 Phillips screwdriver
- 1 Stubby screwdriver
- 1 5" blade screwdriver
- 1 8" blade screwdriver
- 1 scribe
- 1 hammer
- 1 wire skinning knife
- 1 tool container
- 1 center punch
- 1 torpedo level
- 1 set nut drivers (3/16" to 1/2")
- 1 tri-square
- 1 wire stripper
- 1 set Allen wrenches (3/16" to 3/8")
- 1 U.L. approved Wiggins or equal tester or 3 function digital multi-meter rated at no more than 600v (example Fluke T5-600)
- 1 insulated holding screwdriver
- 1 hacksaw with adjustable frame
- 1 3/4" X 12' steel tape measure
- 1 set combination wrenches (3/8" to 9/16" by 1/16ths)

II.21 The employer shall furnish all other necessary tools or equipment. Work-men shall be held responsible for the tools or equipment issued to them, providing the Employer furnishes the necessary lockers, tool boxes, or other safe places of storage. The Employer shall be responsible for workman's personal tools when locked in company lockers or gang boxes after shift hours.

The Employer shall not be liable for tools that have not been placed on the company verified tool list.

UNION SHOP CLAUSE

II.23 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.

II.24 On all jobs requiring five (5) or more Journeyman, at least every fifth (5th) Journeyman, if available, shall be fifty (50) years of age or older.

II.25 The Local Union is a 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 2 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 or annulment has occurred.

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 a material breach of this Agreement.

All charges or violations of paragraph 2 of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

II.26 When a worker leaves a contractors employment, or has received no wages during a two month payroll reporting period (for other than medical or other authorized absences), they shall receive a termination slip bearing termination date, reason for termination, and employers notation of eligibility for rehire. All no-rehire will be terminated May 1st of each year.

II.27 The Employer and the Union recognize the necessity of having available at all times a supply of competent employees for employment in the Electrical Construction Industry and to provide an orderly procedure for the selection and referral of applicants by the Union for employment.

II.28 No preemployment background checks will be conducted to determine eligibility of employment or continued employment unless required by law (i.e. TWIC) or customer request. Any such background check shall consist solely of a criminal history check.

II.29 An applicant becomes an employee upon reporting to work.

ARTICLE III HOURS - WAGES - WORKING CONDITIONS

III.1(a) Eight (8) hours work between the hours of 8:00 AM and 4:30 PM, with one-half (1/2) hour for a lunch period, shall constitute a work day, except, when necessary due to weather or to coincide with the work day of other crafts on the job (or the requirements of the client), the day shift may start at an earlier hour by agreement between the Employer and the Union. On jobs where a one (1) hour lunch period is mutually agreed upon between the Employer and the Union, the working hours shall be from 8:00 AM to 5:00 PM. Any work

performed during the regular lunch period shall be paid for at the overtime rate. The lunch period shall be four (4) hours after commencing work. Forty (40) hours within five (5) days, Monday through Friday, inclusive, shall constitute a work week.

III.1(b) The Employer may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday thru Thursday or Tuesday thru Friday with approval of the Business Manager, with one-half (1/2) hour allowed for a lunch period. Monday with approval of the Business Manager or Friday may be used as a voluntary make-up day and if utilized, a minimum of eight (8) hours must be scheduled. When 5 or more days of work are scheduled, the voluntary makeup day shall not be used. After ten (10) hours in any work day, or forty (40) hours in a work week, overtime shall be paid at the rate of one and one-half (1 1/2) times the straight time hourly rate of pay.

III.2 OVERTIME: Monday through Friday, the first two hours of overtime performed outside of the regularly scheduled working hours shall be paid for at one and one-half (1 1/2) times the straight time hourly rate of pay, all additional overtime shall be paid at double the straight time rate of pay. The first eight (8) regularly scheduled working hours on Saturday shall be paid at one and one-half (1 1/2) times the straight time hourly rate. All additional overtime shall be paid for at double the straight time rate of pay. All work performed on Sunday shall be paid at double the straight time hourly rate of pay.

For Monday through Thursday 4-10 schedules, when Fridays are worked, other than as voluntary makeup days, they shall be paid at one and one half (1 1/2) times the straight time hourly rate of pay for the first 8 hours worked. All hours worked thereafter shall be paid at double the straight time hourly rate of pay. When 5 or more days of work are scheduled, the voluntary makeup day shall not be used.

For Tuesday through Friday 4-10 schedules, when Mondays are worked, other than as voluntary makeup days, they shall be paid at one and one half (1 1/2) times the straight time hourly rate of pay for the first 8 hours worked. All hours worked thereafter shall be paid at double the straight time hourly rate of pay. When 5 or more days of work are scheduled, the voluntary makeup day shall not be used.

When workmen are called out after regular working hours on trouble calls, they will be paid a minimum of one (1) hour at the overtime rate of pay.

All work performed on the following scheduled holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day or days celebrated as such, shall be paid at double the straight time hourly rate of pay. When a holiday falls on Sunday, the following Monday will be observed as a holiday.

When work continues more than two hours after the end of the normally scheduled shift one-half (1/2) hour paid lunch break will be allowed at the preceding overtime rate of pay. Thereafter, every four (4) hours there will be a one-half (1/2) hour paid lunch break at the preceding overtime rate of pay.

Any workman requested by the Employer to work continuously through the second work day, or more, without having a minimum of eight (8) hours consecutive relief, shall be paid double the regular rate of pay.

A lunch period of thirty (30) minutes shall be allowed on each shift. The hours of work and lunch periods for each shift may be changed by mutual consent of both parties to this Agreement.

Overtime work shall be voluntary, except in emergencies involving life safety or property damage. There shall be no discrimination against any employee who declines to voluntarily work overtime.

III.2(a) Commercial Maintenance and Commercial Renovation Shift Provision:

In situations where work is to be performed in existing occupied facilities and the employer/customer determines that it is impractical for work to proceed during regular business hours the employer with mutual agreement from the Local Union may request employees to work any eight hours in a 24 hour period as follows:

The contractor may schedule eight consecutive hours of work with a 30 minute lunch break after the first four hours of work, between the hours of 4:30 p.m. and 8:00 a.m., Monday thru Friday at the straight time rate of pay for all hours worked, so long as no other shift is established.

III.2(b) Any Journeyman who is performing service work, and has been employed for 6 or more months by an employer, shall be compensated \$1 above the regular rate of pay. Service work shall be defined as projects under three days in length that are for the repair, maintenance or additions to existing facilities and generally assigned to employees who are provided vehicles to perform such work.

III.3 No work shall be performed on Labor Day, except in cases of emergency and then only after permission is granted by the Business Manager of the Local Union.

III.4(a) Wages shall be paid weekly in cash or by check by Friday of each week with itemized deductions listed and not more than five days' wages withheld at any time.

III.4(b) Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice.

III.4(c) The employer shall establish a specific day of the week as the as the regular pay date. This date shall be no later in the week than Friday. Any changes to the regular pay date must be made in writing to all employees no less than 2 weeks before any change is made. If a regular pay date falls on a holiday, the employer shall move the pay date to the business day preceding the holiday.

Employees must have time submitted by required date set by employer or face disciplinary action.

III.4(d) When a payroll error which amounts to 20% or more of an employee’s weekly paycheck has been made by an employer error, the employer shall issue a make-up check to correct the discrepancy before the end of the regular pay day. Any errors not corrected by the end of the regular pay date shall be subject to the same waiting time penalties as described in III.11(c).

III.5 The following minimum hourly rates of pay shall be effective on the following dates:

		(110%)	(120%)
	Journeyman	Foreman	Gen Foreman
1/1/23	\$48.58	\$53.44	\$58.30

Apprentices:

		1/1/23
1 st	50%	\$24.29
2 nd	55%	\$26.72
3 rd	60%	\$29.15
4 th	65%	\$31.58
5 th	70%	\$34.01
6 th	80%	\$38.86

Journeyman Technician 100% of Journeyman Wireman rate.

Minimum hourly rates for General Foreman shall be computed at twenty percent (20%) above Journeyman Wireman rate. Minimum hourly rate for Foreman shall be computed at ten percent (10%) above the Journeyman Wireman rate.

Workmen while welding will be compensated at 10% above the Journeyman Wireman rate.

III.6(a) Travel

Each bona fide shop shall have a forty mile free zone centered on the post office in the nearest city to this shop. A journeyman may be required to report to any jobsite within this zone regardless of duration. Travel shall be paid to workers “from” this shop when required to report to jobs outside of this free zone, as follows:

Zones	Personal Vehicle	Company Vehicle
0-40	0	0
41-50	\$5 per hour	\$2.00 per hour
51-60	\$6 per hour	\$2.50 per hour

61 +

\$125 per day

\$125 per day

Travel pay shall be paid hourly up to maximum of eight hours, but not less than four hours shall be paid.

Out of jurisdiction contractors shall consider the North Bend Post Office as their permanent shop.

III.6(b) Subsistence

When employees are required to report to jobs 61 miles or further from their assigned shop, or are required to stay away from their employers permanent shop overnight, they shall be paid a per diem of \$125.

Any employee that terminates their own employment via layoff or quit, and has worked less than 4 hours will receive \$62.50 per diem.

Explanatory note: Employees desiring reduced taxation on their per diem shall complete a “subsistence” form provided by their employer to detail the days they are requesting per diem. This form will be returned to their employers on a weekly basis, at the time payroll reporting is due.

III.6(c) The Employer shall pay for traveling time and furnish transportation and a seat will be provided for each workman from permanent shop to job, job to job, and job to permanent shop.

III.9 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

The Employer also agrees to forward to the Financial Secretary of the Local Union –upon request by an employee who is a member of Local Union 932- basic dues from their pay. The amount deducted shall be the amount specified in the approved Local Union Bylaws. This amount shall be deducted once each month from the first paycheck received by the employee in that calendar month.

III.10(a)A Foreman, as compared to a Journeyman, has some distinct responsibilities. These include: supervision of other workers, material requisition, employee planning and scheduling, keeping good relations with other trades and customer representatives, study and understanding of project specifications, ensuring compliance with local and national electrical codes, and special responsibilities to employers. On all jobs requiring five (5) or more Journeymen, one (1) shall be designated as foreman.

III.10(b) Foremen may work with the tools until they have seven (7) workers under their supervision. No Foreman on one job shall, at the same time, perform or supervise work on any other job. A foreman shall supervise no more than ten (10) workers (of which a maximum of three (3) may be apprentices). On all jobs having a foreman, workers are not to take directions or orders, or to accept the layout of any job, from anyone except their foreman. Apprentices are not to take direction from anyone other than the Journeyman that they are assigned to.

III.10(c) On all jobs requiring four (4) or more Foremen, or in excess of twenty (20) workers, a General Foreman shall be required. No General Foreman shall supervise more than five (5) Foremen. . On any job having a General Foreman, Foremen are not to take orders from anyone except the assigned General Foremen.

III.11(a) When workers are directed to report to work and do not start due to weather conditions, lack of material, or other cause beyond their control including termination, they shall receive two (2) hours' pay unless notified before leaving home.

III.11(b) Any applicant for employment who is requested by the employer and reports to work in the shop or job shall receive two (2) hours show-up pay.

III.11(c) Any workman laid off shall be paid his wages immediately. When a workman quits and has given forty-eight (48) hour notice to the Employer, the workman shall receive his check at the end of his last shift. If no notice has been given, the workman shall be paid on the next regular pay day or may have the check mailed at that time. In the event he is not paid off, waiting time shall be charged. Waiting time shall be calculated at no more than eight (8) hours at the applicable shift rate for each twenty-four (24) hour day (including weekends and holidays) until the employee is made whole for all payroll and penalties owed.

Workers shall be notified in writing by the end of their regular shift, on the day prior to layoff. Any worker not notified by the end of their shift on the day prior to layoff shall receive one full days pay, calculated at the applicable shift rate.

Other than for reduction of force, when an employee is terminated outside of the employer's normal office business hours, the employee may elect to have the final paycheck mailed on the next regular business day. When an employee elects to have the final paycheck mailed, the employee shall sign a waiver form provided by the union that allows the final paycheck to be mailed to a destination stipulated on the waiver. Any mailed paycheck not postmarked on the next regular business day from the date of termination, shall have waiting time calculated at one and one-half (1 (1/2) the standard waiting time rate.

For employees who have elected to receive their wages by direct deposit, they shall have their final paycheck deposited by the day following their last day of employment.

III.12 When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

III.13 Workmen employed under the terms of this Agreement shall do all electrical construction and erection work and all electrical maintenance thereon including the final running tests. This shall include installation and maintenance of all electrical lighting, heating, and power equipment. Such work shall include the welding, burning, brazing, drilling and shaping of all copper, silver, aluminum, angle iron and brackets to be used in connection with the installation and erection of electrical wiring on equipment except cataloged items. All work of chasing and channeling necessary to complete any electrical work and all on the job handling and moving any electrical materials, equipment, and apparatus shall be performed by workmen employed under the Agreement. The cutting and threading of all conduit and nipples shall be performed by workmen employed under this Agreement, except cataloged items.

III.14 Employers shall furnish a dry, climate-controlled area for change-house and/or lunch room, when 10 or more workers are requested to report to a job of twenty (20) consecutive

working days or more. Such area shall not be used for the storage of tools and materials.

- III.18 The employer agrees to deduct and forward to the financial secretary of Local Union 932, \$0.10 per hour from the pay of each member for the Oregon Coast Electrical PAC fund.
- III.19 When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of from fifty (50) to seventy-five (75) feet to the ground, they shall be paid time and one-half (1 ½) of the regular rate for such work; in excess of seventy-five (75) feet shall be paid at the double the regular rate of pay. High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.
- III.20 The Union will dispatch workmen to recognized contractors signatory to current construction wiring agreements with the I.B.E.W. and its Local Unions, including Local Union No. 932 from Coos Bay with the following provisions:
- (1) Employees shall not use their personal vehicles on Employer business.
 - (2) When workmen are ordered to report to work in the morning, they shall report not earlier than fifteen (15) minutes before starting time, and when ordered to return to the shop, they shall report no later than the regular quitting time.
 - (3) The Employer shall furnish transportation and pay travel time from shop to job, job to job, and job to shop except as provided in Article III.11b.

When jobs are of semi-permanent nature (defined as three (3) consecutive calendar days or more), workmen may be required to report directly to the job and put in eight (8) hours work on the job, except as modified in Article III.6a.

III.21 Transfers

Employers with multiple bona fide shops may transfer employees with two weeks notice, but must pay the travel from the first shop for a period of one week.

The layoff of workers shall apply on a job basis only. Employers shall have the right to transfer employees from job to job. Preference shall be given to Group 1. Such transfers must be acceptable to the employee. Employees declining transfers shall be granted an involuntary Reduction of Force. Upon notification by the Employer, the Union will refer out another applicant.

III.22 Industrial Plants

All Employers subject to this agreement regardless of the location of their permanent shop, when working on construction or construction maintenance jobs, such as hydro electric projects, steam generating plants, reduction plants, extrusion plants, rolling mills, pulp mills, or similar large projects \$500,000 of electrical labor per purchase order shall compensate workers at the subsistence rate of \$4.00 per hour worked.

The parties further agree that this language shall be interpreted to affect all industrial projects regardless of location in free zones.

III.23 A Journeyman shall be required to make corrections on improper workmanship for which he is responsible, on his own time during regular working hours, and within fourteen (14) days after notification, unless errors were made by orders of the Employer or Employer's representatives. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes the responsibility for the enforcement of this provision even if the employee is no longer employed by the complaining Employer.

III.24 Each Employer will permit employees to take two weeks annual vacation upon thirty (30) days advance notice by the employee. No additional vacation time off, as such, will be allowed because of any holiday that may fall within the two week vacation period as granted. Seniority in shop shall govern vacation schedule. Not more than twenty percent (20%) of employees may take vacation at the same time except by consent of the Employer.

III.25 An employee on on-call duty shall not be required to remain at home, but shall be available for contact by the Employer-provided cellular phones and pagers at all times and shall be readily available and fit to report to work when called.

Employees who are requested by the Employer to be on-call will be provided a vehicle and reimbursed at \$250 per week (seven (7) consecutive days), in addition to any wages received for actual time worked on call-outs.

A quarterly on-call list shall be established and posted at least 30 calendar days in advance and it shall not be arbitrarily modified.

III.26 The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

III.27 When mutually agreed upon by the employer and an employee, monies for a voluntary savings fund may be deducted from the pay of the employee, with written authorization. These monies shall be deposited in the name of the employee to the financial institution of their choice. In the same time frame as other benefits.

- III.28 Shift starting times may be adjusted but the highest rate of pay from any shift overlapped into shall be paid for all hours worked on the entire shift.
- III.29 When so elected by the contractor, a swing or graveyard 4-10 shift of four (4) consecutive days duration may be worked. Hours worked before 12 AM shall be paid at the regular hourly rate plus 17%. Hours worked after 12 AM shall be paid at regular hourly rate plus 31%.
- III.30 On all jobs where 20 or more employees are required to report to the jobsite for work each day, adequate parking shall be provided for by the employer. Adequate parking shall mean in close proximity to the jobsite requiring less than five minutes walking distance to the project. If parking is unavailable the employer shall provide alternative means such as park and ride to the job site. If park and ride is mandatory to meet the requirements of this section then compensable time will begin when boarding provided transportation.
- III.31 Employees will be allowed sufficient time during normal break periods to express breast milk. These break periods shall be at least 30 minutes. A location to express breast milk shall be provided. The location shall be a private location within close proximity to the employees work area. It shall be lockable, concealed from view, and without intrusion by other employees or the public. Such locations shall not be a toilet.

ARTICLE IV REFERRAL PROCEDURE

- IV.1 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 employees in their employment status within the area and 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.
- IV.2 The Union shall be the sole and exclusive source of referral of applicants for employment.
- IV.3 The Employer shall have the right to reject any applicant for employment for proper cause. Upon rejection, the employee will be provided with a termination slip, with the reason for rejection.
- IV.4 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.
- IV.5 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 he qualifies.

GROUP I All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

IV.6 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

IV.7 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

DEFINITIONS

IV.8 "Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured: Coos, Curry and Lincoln Counties and that portion West of the coastal water shed divide of Douglas County and that portion West of the Coastal water shed divide of Lane County.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

IV.9 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

IV.10 "Examinations" - An "examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Labor Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

IV.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

IV.12 An applicant who has registered on the "Out of Work List" must renew his application every 30 days or his name will be removed from the "List".

IV.13 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

IV.14(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants needed to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

IV.14(b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the

applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion:

- (1) require the applicant to obtain further training from the JATC before again being eligible for referral;
- (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct;
- (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or
- (4) restore the applicant to his/her appropriate place on the referral list.

IV.15 The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer state bona fide requirements for special skills and abilities in his requests for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

IV.16 An appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

IV.17 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Article IV.4 through IV.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

IV.18 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

IV.19 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin

Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

- IV.20 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.
- IV.21 When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:
- IV.21(a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this group, then those in Group II, and then those in Group I.
- IV.21(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.
- IV.21(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate group in paragraph (a) above.

ARTICLE V APPRENTICESHIP TRAINING

- V.1 There shall be a Local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guidelines standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

- V.2 All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 4 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman

and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

V.3 Any issues concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor - Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

V.4 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

V.5 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's job description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

V.6 To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

V.7 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

- V.8 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per section V.12.
- V.9 Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.
- V.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer-agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage-and-hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-aid and CPR. Participation shall be voluntary.

- V.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.
- V.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen.

<u>Number of Journeymen</u>	<u>Maximum Number of Apprentices/Unindentured</u>
1 to 3	2
4 to 6	4
etc.	etc.

Note: Oregon State law does not allow two apprentices to work under the supervision of only one journeyman

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

- V.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

- V.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.
- V.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor - Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

- V.16 All employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is \$1.00 (one dollar per hour for each hour worked). This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI
FRINGE BENEFITS

NATIONAL ELECTRICAL BENEFIT FUND

- VI.1 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.

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, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

HARRISON ELECTRICAL WORKERS TRUST

- VI.2 Each employer who is bound hereby agrees that the Restated Agreement and Declaration of Trust for the Harrison Electrical Workers Trust Fund (herein-after Health and Welfare Trust Agreement) shall continue in full force and effect during the term hereof, and agrees to be bound by the terms of the Health and Welfare Trust Agreement.

The employer will on a monthly basis contribute and forward to the credit of Harrison Electrical Workers Trust Fund \$10.25 (ten dollars and twenty-five cents) per hour, effective for the total number of hours each employee has worked under the coverage of this agreement. Payment of any contributions shall be accompanied by a monthly payroll report indicating covered employees, gross earnings, hours worked, etc., on forms furnished for this purpose. Payment of contributions and reporting by the Employer shall be on the terms and conditions provided for in Article VI.4 below.

Upon recommendation of the Trustees of the Harrison Electrical Workers Health and Welfare Trust Fund the contributions to the Trust Fund may be increased by the joint signing of an amendment and all increases will be split with 50% paid by the employee and 50% paid by the employer.

Individual Employers who fail to remit as provided above shall be additionally subject to having their employees terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been made to the Harrison Electrical Workers Trust Fund. The failure of an individual Employer to comply with the applicable provisions of the Health and Welfare Trust Agreement shall also constitute a breach of this Labor Agreement.

CASCADE PENSION

VI.3 Each Employer who is bound hereby agrees that the Agreement and Declaration of Trust of the Cascade Pension Trust (Cascade Trust Agreement), established July, 1975, shall continue in full force and effect during the term hereof and agrees to be bound by the terms of such Cascade Trust Agreement.

Each Employer who is a party hereto or who agrees to be bound by the terms hereof, shall make payment to the Trustees of the Cascade Pension Trust for each hour which is a covered hour under the terms of this Collective Bargaining Agreement as follows:

(a) 1/1/23

\$10.49

Apprentices above second period shall be paid on the basis of the percentage relationship to the Journeyman wage rate. Hours worked shall be deemed to include straight time hours worked, actual overtime hours, report time, and shift hours not worked, in addition to such other time as provided for in the Cascade Trust Agreement.

The Cascade Pension Trust's 401K plan will be made available by the Employer for the use of those workmen who choose to participate.

Payment of any contributions shall be accompanied by a monthly payroll report indicating covered employees, gross earning, hours worked, etc., on forms furnished for this purpose. Payment of contributions and reporting by the Employer shall be on the terms and conditions provided for in Article VI.4 below.

Employers who fail to remit regularly shall be subject to having this working Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Portland Administrative Office or other designated collecting agent for the Cascade Pension Trust. The failure of an Employer to comply with the applicable

provisions of the Cascade Trust Agreement shall also constitute a breach of this Agreement.

VI.4 Collection Policy Language

Employer contributions and wage withholdings to employee benefit trust funds and other fringe benefit funds required under this labor agreement are due and payable on or before the 15th calendar day of each month covering the hours worked by each employee through the last full payroll period in the prior calendar month. Each employer shall file a monthly report for each contribution or fringe benefit in the form established therefore. A report shall be filed, regardless of whether or not the employer employed any covered employees in the period covered by said report, and a report indicating no contributions shall constitute a certification by the employer that there were no contributions owing for the period covered by the report.

Any employer who fails to file a report or pay contributions by the 15th calendar day of the month following the month in which the work was performed shall be considered delinquent and in violation of this Agreement. Legal action may be brought by the appropriate parties to enforce collection and/or reporting without resort to arbitration. Delinquent employers shall be liable for all reasonable attorney fees, court costs and other expenses incurred in the enforcement of any applicable trust agreement or collection from such employer plus liquidated damages and lost earnings charges provided below. Each employer shall make available applicable books and records for the purpose of auditing same to determine the amount of the employer's liability, and shall pay the expenses of the audit if any delinquencies are found under the guidelines of any of the applicable trust agreements. An action to collect contributions may be brought in the name of the respective trust fund, Trustees, the Trustees who compose the trust funds' joint Audit Committee, or any other assignee or agency designated by said Trustees. Each employer agrees to, and shall be bound by, the terms of the Trust Agreement for each trust fund to which contributions are allowed or required hereunder.

There has been considerable time and effort since 1984 on behalf of the parties hereto assessing the need for and amount of liquidated damages that an employer should pay to cover administrative and collection efforts that is difficult to estimate and could be substantial.

The parties recognize and acknowledge: that the regular and prompt payment of individual and employer contributions and/or amounts withheld from employees' wages is essential to the maintenance of the various multiemployer employee benefit funds and designated recipients of the withholdings; that delinquencies cause increased administration costs because of the additional labor, record keeping, oral and written notification, investigation, consultation and other effort to enter information in the computers, make calculations, send demand letters to and otherwise communicate with the delinquent employer, make reports to the delinquency committee members responsible for collecting all delinquent amounts, and fully inform counsel, the auditor or other third parties of the information needed to collect all delinquencies; that each failure to pay must be investigated and referred to one

or more appropriate service providers for field investigation or audit or legal action; and that collection efforts must be undertaken even if the employer thereafter promptly pays the delinquent contributions or withholdings.

The employer's failure to make timely payment each month of the contribution and withholding amounts required by employer's agreement can result in damage to the labor management harmony, the amount of which is difficult to estimate; employee loss of health and certain pension coverage, with damage that could be substantial and would be difficult or impossible to estimate; and reduced benefit amounts to all employees of all participating employers if late or delinquent payments become significant.

The foregoing are not exhaustive, but demonstrate some of the costs, difficulties and damages created by late payment or nonpayment. As the length of the delinquency increases, the time and effort by the administrative staff and retained service providers increases, thereby increasing the damage to the recipients. Unlike the lost earnings charge, which increases at a specified rate per day, the exact cost for the additional damages caused by late payment or nonpayment is extremely difficult to determine.

Accordingly, in light of the anticipated harm caused by late payment or nonpayment of contributions and withholdings, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, the parties agree, that a delinquent employer shall be liable for all liquidated damages delinquency charges specified herein with respect to all contributions and withholdings not paid by the delinquency date.

These liquidated damages are in addition to contributions otherwise due. In addition, interest damages for loss of earnings on contributions which are delinquent past the due date, shall be charged at the rate of ten percent (10%) of the delinquent contributions from the due date, compounded monthly until paid in full. Such interest charges shall apply both pre- and post-judgment, and the bargaining parties specifically waive their right to have post-judgment interest calculated at the federal statutory (or any other) rate. Liquidated damages shall be computed for each trust in an amount up to 20% of the unpaid contributions on the due date.

The parties agree to abide by the terms and conditions established from time to time by the trustees of the various trust funds providing the fringe benefits, with respect to any collection procedure for delinquent contributions; provided, however, this Agreement or the applicable trust agreement shall control to the extent of any direct conflict with such collection procedures.

Each employer without prior participation and contribution history to the trust funds or which have been delinquent in reporting or paying contributions to the trust funds shall post security, referred to as a "bond", to secure future payment of contributions due the trust funds in the manner and to the extent required by the collection policies and procedures established by the trust funds.

Delinquent employers shall be liable to any employee affected by such delinquency for all benefits lost by such employee by virtue of such delinquency, plus interest at the statutory rate (pre- and post-judgment, and the bargaining parties specifically waive their right to have post-judgment interest calculated at the federal (or any other) rate, and such delinquent employer shall also be liable for reasonable attorney fees and collection and audit costs incurred for any action brought to recover the amount of said benefits.

The union may remove employees covered by this Agreement from the employ of a delinquent employer provided advance notice to the delinquent employer of not less than seventy-two (72) hours is given of such proposed action. Such removal of employees and the cessation of work by the employees of any such delinquent employer shall continue until the administrator or collecting agent of the applicable trust funds involved confirm that no amounts remain owing to said funds by said employer.

ARTICLE VII INDUSTRY FUND

- VII.1 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:
- (1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man- hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man hours.
 - (2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during one calendar year.
- VII.2 Productive electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.
- VII.3 Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the Individual Employer.

ARTICLE VIII LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

- VIII.1 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- (1) to improve communications between representatives of Labor and Management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- (9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

VIII.2 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

VIII.3 Each employer shall contribute \$0.06 per hour per employee. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Oregon Pacific-Cascade Chapter, NECA, or its designee, shall be the collection agent for this Fund.

VIII.4 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the

delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX
NLMCC

IX.1 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. § 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. § 186(c)(9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

IX.2 The Fund shall function in accordance with, and as provided in, its Agreement and

Declaration of Trust, and any amendments thereto and any of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

- IX.3 Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Oregon Pacific-Cascade Chapter, NECA, or its designee, shall be the collection agent for this Fund.
- IX.4 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Article X SAFETY

- X.1 There shall be a Joint Safety Committee consisting of three members representing the Chapter and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. Such rules and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.
- X.2 It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.
- X.3 Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Chapter and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.
- X.4 Neither the Union, nor any member of the Committee, nor any employee representative performing safety or health-related functions under this Agreement, shall be liable to any

Employer, to any employee, or to any other person for any act or failure to act in the capacity of an employee representative or committee member.

- X.5 Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 Volts DC or respective higher voltages. Journeymen shall be used in assisting a Journeyman Wireman while splicing cable. In no case shall apprentices be allowed to work on energized circuits of 440 volts AC or 250 volts DC or respective higher voltages.
- X.6 Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two conductors or between any conductor or ground unless assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 Volts.
- X.7 No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.
- X.8 The Employer shall furnish all safety equipment, including hard hats and steel-toed shoes when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.
- X.9 Upon establishment by the JATC of a continuing education course on the topic of Electrical Safety in the Workplace based on National Fire Protection Association publication 70E (NFPA 70E), the Employer shall direct a designated shop safety lead person and/ or an owner, to attend this course at least once per 3-year NFPA 70E update. Course fees and class attendance hours shall be paid by the Employer (who will be reimbursed by the LMCC at cost) at the prevailing rate established in this Agreement. This provision shall not apply to one-man shops.”
- X.10 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.
- X.11 Employers shall provide at least one set of flash rated clothing with FR label (shirt, pants, and underclothing, and weather rated FR clothing as necessary) to each employee once per year. Alternatively, the employer may elect to reimburse the employee for the cost of these safety items. The employee shall provide a copy of the receipt for their purchase to receive reimbursement.

ARTICLE XI SUBSTANCE ABUSE

- XI.1 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local

laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Language will be adopted for the legal use of marijuana as soon as a mutually agreed upon impairment test is available.

ARTICLE XII CODE OF EXCELLENCE

XII.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XIII ADMINISTRATIVE MAINTENANCE FUND

XIII.1 All employers signatory to this labor agreement with the Oregon Pacific-Cascade Chapter, NECA designated as their collective bargaining agent shall contribute 0.6% of the rate of pay per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund. This fund is to be administered solely by the Chapter or employers. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities in this agreement and the fund may not be used in any manner detrimental to the Local Union or the IBEW. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor agreement by the 15th of the month and shall be bound to the same delinquency requirements under this labor agreement. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the Chapter or employers and not the local union.

ARTICLE XIV NON-DISCRIMINATION CLAUSE

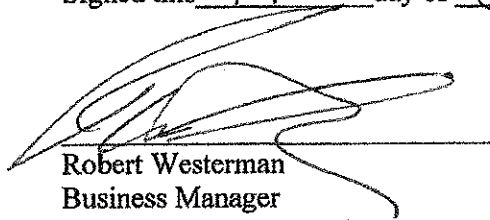
XIV.1 It is the policy of the Employer and the Union not to discriminate against any employee or member because of race, color, creed, age, sex, national origin, handicap, or membership/non-membership in a Labor Union.

ARTICLE XV
SEPARABILITY CLAUSE

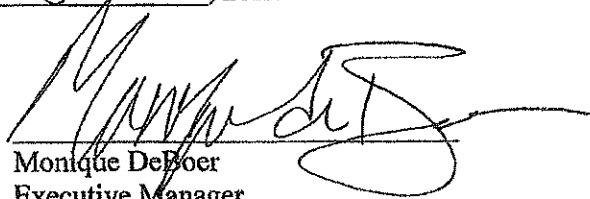
XV.1 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Subject to I.B.E.W. approval.

Signed this 17th day of December, 2022.



Robert Westerman
Business Manager
Local Union 932, IBEW



Monique DeBoer
Executive Manager
Oregon Pacific-Cascade Chapter NECA

**CONDITIONALLY
APPROVED**
INTERNATIONAL OFFICE - I.B.E.W.
January 12, 2023
Kenneth W. Cooper,
International President
This approval does not make the
International a party to this agreement.