

Residential Wiring Agreement

Between

**The International Brotherhood of Electrical
Workers
Local Union 280**

and

**The National Electrical Contractors Association
Oregon Pacific-Cascade Chapter**

01-01-20 through 12-31-24

RESIDENTIAL WIRING AGREEMENT

Agreement by and between the Cascade Division, Oregon Pacific-Cascade Chapter, National Electrical Contractors Association (NECA) and Local Union No. 280, 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 Cascade Division, Oregon Pacific-Cascade Chapter of NECA and the term "Union" shall mean Local Union No. 280, IBEW.

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

SCOPE

It is mutually agreed that the provisions of this Agreement shall apply to all projects involving the construction, alteration, or repair of mobile homes and single-family houses or apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.

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 a 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 - Termination - Amendments - Disputes

- I.1 **EFFECTIVE DATE:** This Agreement shall take effect January 1, 2020, and shall remain in effect through December 31, 2024, unless otherwise specifically provided for 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 **CHANGE/TERM:** 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 ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- I.2b **NOTICE/CHANGES:** 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 **NOTICE/EXISTING AGREEMENT:** 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 **CIR/SUBMISSION:** 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 decision shall be final and binding.

- I.2e CIR/SETTLEMENT: 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/TERMINATION: Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.
- I.3 AMENDMENTS: 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.
- I.4 NO STRIKE CLAUSE: There shall be no stoppage of work either by strike or lockout because of any proposed changes in the Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.
- I.5 LABOR MANAGEMENT COMMITTEE: There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. 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 GRIEVANCES/DISPUTES/CIR: 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 forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.
- I.7 LABOR MANAGEMENT COMMITTEE STRUCTURE: All matter coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for 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 FAILURE TO RESOLVE: 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 decision shall be final and binding.
- I.9 STATUS QUO: When any matter in dispute has referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II Employer Rights - Union Rights

- II.1 EMPLOYEES SHALL NOT BECOME CONTRACTORS: No applicant or employee, while remaining subject to employment by employers operating under this Agreement, shall become a contractor or be recognized as a contractor for the performance of any electrical work.
- II.2 FAVORED NATION CLAUSE: 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 concessions.

- II.3 RECOGNITION CLAUSE: The employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment. Any and all employees shall receive at least the minimum wages and other conditions of employment.
- II.4 UNION SECURITY CLAUSE: 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.5 SYMPATHY STRIKE: This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members and/or employees from jobs when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the employer involved.
- II.6 SECURE WORK AREA: When such a removal takes place, the Union or its representatives shall direct the member and/or employees on such job to carefully put away all tools, materials, equipment, or other property of the employer, in a safe manner. The Union shall be financially responsible for any loss to the employer for neglect in carrying out this provision, but only when a safe place is provided for these by the employer.
- II.7 UNION STEWARDS: The Union shall have the right to appoint one (1) employee from the shop as a steward at any shop or on any job where workmen are employed under the terms of the Agreement. The employer will be notified in writing the name of such steward. Such steward shall see that this Agreement and working rules are observed and he shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances shall the employer dismiss or otherwise discriminate against any employee making a complaint or giving evidence with respect to an alleged violation or any provision of this Agreement.

If any dispute arises on a job that a steward cannot settle, the steward will notify the Business Manager. The steward will have no further jurisdiction over the matter giving rise to the dispute and provided that the matter causing the dispute remains status quo, he will return to his work assignment pending arrival of the Business Manager.

No steward shall be discriminated against by any employer because of his faithful performance of duties as steward, nor shall any steward be removed from the job until notice has been given to the Business Manager of the Union.

The steward shall confine his activities to the employer to which he was referred.

- II.8 ANNULMENT/SUBCONTRACTING: 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 International Brotherhood of Electrical Workers, other than violations of paragraph 2 of this section, will be sufficient cause for the cancellation of his 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 the Agreement

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

II.9 MANAGEMENT RIGHTS: 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.10 EMPLOYER QUALIFICATIONS: Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the electrical construction industry. Therefore, an employer as defined in this Agreement is one who contracts for electrical work as a person, firm, or corporation shall possess the qualifications as set forth below:

1. The employer shall maintain a permanent place of business, which shall have a business telephone and be open to the public during normal business hours.

2. The employer shall have the name of his firm in easily visible letter or signs on all equipment used to transport men or materials and such signs shall be placed in a permanent manner.

3. The employer shall have and maintain suitable financial status to meet payroll and fringe benefit requirements contained in this Agreement Failure to promptly pay fringe benefits shall be just cause to invoke the penalty clause relating to fringe benefit payments.

4. 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, Social Security and other protective insurance as may be required by the law of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Division regardless of the number of employees.

5. The employer shall allow the Business Representative of the Union access to any shop or job at any reasonable time. The Business Representative shall abide by all safety and health rules and regulations that are in effect on any job site. The Employer shall, upon request of the Business Manager, allow said Business Manager to examine the employer's time and payroll records pertaining to the employees and/or workmen employed under the terms of this Agreement and shall furnish the Business Manager satisfactory proof of the payment of such funds upon the Business Manager's request

6. The employer shall immediately file with the Union a photocopy of the Federal Report Form No. 941 for the period in question, should any question or dispute arise over hours or wages of any particular employee or employees covered by this Agreement

7. Every employer shall carry bodily injury liability insurance with the limits of not less than \$100,000 for one person's claim and subject to \$300,000 for the claims of two or more persons in one accident. In addition, he shall carry property damage liability insurance of not less than \$100,000 per accident.

All vehicles furnished by the employer to be operated by the employees shall carry public liability and property damage insurance for the protection of the employees in the amounts not less than \$100,000 and \$300,000. Every employer shall furnish proof of such coverage to the Union.

A certificate of insurance compliance shall be furnished to the office of the Union. Such certificate shall include a clause providing for ten (10) days' notification to the Union and to the NECA Chapter, in the event of cancellation of the policy.

- II.11 LOANING EMPLOYEES: The employer shall not loan nor cause to be loaned any member and/or employee in his employ under the terms of this Agreement to another employer.
- II.12 NO SUBLETTING TO EMPLOYEES: No employer shall directly or indirectly, or by any subterfuge, sublet or contract with members and/or employees of the Union all of or any part of the labor services required by any contract of such employer.
- II.13 NO REBATES/COMP TIME: No employer or employee under the terms of this Agreement or their agents, shall give or accept, directly or indirectly, any rebate on wages, including the accumulation or practice of "banking" hours to be used at a later date as compensatory or "camp" time. Employers found violating this provision by the Joint Labor-Management Committee shall be subject to having their Agreement terminated upon written notice thereof being given by the Union.

The Union reserves the right to discipline employees for the violation of this section or any other Article of this Agreement

- II.14 GRIEVANCE PROCEDURE: All grievances and questions in dispute shall be filed within thirty (30) calendar days from the time that the alleged violation occurred (except for disputes pertaining to payment of wages and fringe benefits). All grievances or disputes not filed within the thirty (30) day period will be invalid. If a grievance is filed in a timely manner, the parties agree to meet within thirty (30) days of the filing date or the grievance will be considered a deadlock.
- II.15 LMCC: IBEW Local 280 and the Oregon Pacific-Cascade Chapter. NECA, will form a Labor Management Cooperative Committee. The Presidents of the Local and the Chapter shall each appoint 3 people to form the committee. The Chapter Manager and Business Manager shall serve as ex officio members of the committee. The committee shall act as a forum for communication between the local parties and shall identify the areas that need change in the local area and how to provide the mechanisms and funding to implement them. The committee may become involved in local Quality Connection promotional activities, conduct market surveys where needed, hold industry meetings, and other efforts to enhance the NECA-IBEW image in the eyes of customers, employers, and the general public.
- II.16 LOCAL LABOR-MANAGEMENT COOPERATION FUND (LMCC):
Subsection 1. The parties agree to participate in a Labor-Management Cooperation Fund under the 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 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 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.

Subsection 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.

Subsection 3. Each Employer shall contribute nine cents (9¢) per hour worked. 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.

Subsection 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 attorney's fees

11.17 NATIONAL LABOR MANAGEMENT COOPERATION FUND (NLMCC)

Section 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 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 cooperative 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 decisions 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.

Section 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 NLMCC, as provided in said Agreement and Declaration of Trust.

Section 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.

Section 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) dollars 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 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 attorney's fees.

II.18 FOREMAN CALL BY NAME: The employer shall have the right to call Foreman by name provided:

- a. The employee has not quit their 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 one thousand hours (1,000) or must receive a reduction in force.

ARTICLE III
Hours - Wage Payments - Working Conditions

- III.1 The parties to this Agreement agree to the following conditions: The first forty (40) hours, Monday through Friday, shall constitute a regular workweek. All time worked on Saturday and all time worked after forty (40) hours in a week or ten (10) hours in a day shall be paid one and one-half (1½%) times the straight time rate of pay. By mutual consent of the local union and employer, the work day/week may be adjusted for specific instances.

All time on Sunday or holidays shall be paid at double the straight time rate of pay. Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day of days celebrated as such. The day after Thanksgiving will be optional day of work at straight-time wages.

Work on Sundays or any holiday listed in the contract is not mandatory and the employer may not discipline any employee for refusal to work on these days.

Four 10s: For a 10-hour work day, the week may be scheduled Monday through Thursday, Tuesday through Friday, four consecutive days in duration. All work in excess of ten hours per day or forty hours per week shall be paid at one and one-half times the hourly rate of pay. The hours of work and the workweek shall be established prior to the start of the job. The workday may be anytime between the hours of 6:00 a.m. and 6:00 p.m.

The selected workweek may be shifted if a holiday falls on either Monday or Friday to accommodate a 40 hour schedule that week. Payday shall be on the fourth day of the workweek. No worker shall work on any other project on off days unless compensated at the appropriate overtime rate. Split work weeks for holidays that fall on days other than Monday or Friday shall be permitted.

- III.2 MEALS: Employees required to work beyond ten (10) consecutive hours (not including the regular one-half hour lunch period) and every four (4) hour period thereafter, (as long as lunch period does not interrupt normal construction sequence) shall be provided a box meal at the expense of the employer. If necessary for employees to travel to a suitable eating establishment, the time spent traveling shall be considered time worked. Time spent eating shall not be paid.

- III.3 SHIFT WORK:
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 31.4% 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 day's 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.4 When employees have worked on one (1) shift at the overtime rate, they shall not go back to work at the regular straight time rate until relieved for a period of eight (8) hours.

III.5 Reserved.

III.6 HOLIDAYS/OVERTIME: When a holiday falls on the sixth (6th) consecutive day of a standard work week, the preceding day will be observed as the holiday and paid at the double time rate. When a holiday falls on the seventh (7th) consecutive day of the workweek, the following day shall be observed as the holiday and paid at the double time rate.

When employees are called out after regular working hours on trouble calls, these will carry a minimum of one (1) hour at the overtime rate of pay to the employee.

The employer shall notify the Union prior to the working of overtime on new residential and apartment house construction. (The hours between 5:30 PM and 6:30 PM, Monday through Friday, are exempt from such notification.)

III.7 LABOR DAY: No work shall be performed on Labor Day except in case of emergency work and then only after permission is granted by the Business Manager of the Union who shall notify the employers' representative.

III.8 RATES OF PAY: The minimum hourly rate of wages shall be as follows:

Residential Journeyman Wireman Wage Scales

	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024
Master	\$34.46	\$35.54	Wage opener	Wage Opener	Wage Opener
Wireman II	\$31.78	\$33.53	Negotiated Master Wage Increase plus \$0.67	Negotiated Master Wage Increase plus \$0.67	Wireman II scale transitions to Master Scale
Wireman	\$28.43	\$31.01	Negotiated Master Wage Increase plus \$1.51	Negotiated Master Wage Increase plus \$1.51	Wireman scale transitions to Master Scale

** 01/01/2024: Wireman and Wireman II scales will transition to the Master Scale.

*2021: Labor will cover first \$0.25 of any Health and Welfare increase; any additional increase will be split 50/50 between labor and Management

**2022/2023/2024: A Negotiated Wage Opener will determine Master Residential Journeyman wage increase and any possible Health and Welfare cost increases.

Residential Foreman: 110% of Master Residential Journeyman Wireman rate
 Residential General Foreman: 120% of Master Residential Journeyman Wireman rate

	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024
Cascade Pension	\$4.60	\$5.00	TBD	TBD	TBD
Health & Welfare	\$8.95	TBD	TBD	TBD	TBD

Residential Journeyman Wireman Classification

- Upon completion of 6,000 hours worked, including hours as an apprentice, the Residential Journeyman Wireman shall be classified as a Residential Wireman II
- Wireman are responsible for tracking their own hours and notifying the employer of when increases to Wireman II are reached.
- Upon completion of 8,000 hours worked, including hours as an apprentice, the Residential Journeyman Electrician shall become a Master Residential Journeyman Wireman
- On Jan 1, 2024 all Journeyman Classifications will transition to a single classification based on Master Classification

Apprentices

Periods

1st period	65% of Journeyman Wireman rate
2nd period	75% of Journeyman Wireman rate
3rd period	80% of Journeyman Wireman rate
4th period	90% of Journeyman Wireman rate
COMPLETION	100%

Apprenticeship & Training 1.5% of Master Residential Journeyman Base Wage per hour.

Cascade Pension for Apprentices:

<u>Period</u>	<u>OJT</u>	<u>%</u>
1	0 – 1,000	n/a
2	1,001 – 2,000	n/a
3	2,001 – 3,000	80%
4	3,001 – 4,000	90%

III.9 PAY PERIOD: Wages shall be paid weekly on Friday not later than quitting time and not more than five (5) days' wages may be held. Special dispensation may be arranged for between the employer and the Business Manager to designate a day other than Friday for the payment of weekly wages. Employees laid off or terminated shall be notified within sufficient time to pick up their tools.

Employees shall be required to complete time cards as directed by the employer on each job daily. It is understood the time spent in filling out these cards will be charged to the employer.

The employer shall furnish a weekly payroll accounting to the employee, showing hours worked, travel, subsistence, and all authorized deductions.

With written authorization from the employee, the employer may make a direct deposit of wages

into the employee's personal bank account. These funds shall be deposited into the employees account and available no later than quitting time on the last regular work day of the week. The employer shall provide the employee with an itemized wage statement prior to the end of the workweek. The employee may, with written authorization to the employer, opt out of the direct deposit pay option with five working days' notice.

- III.10 **TERMINATION PAY:** Any employee reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two (2) hours wages in order to gather his tools and personal belongings, unless due to conditions out of the employer's control. Any employee laid off shall be paid his wages immediately, unless he voluntarily quits; then the employees' check must be mailed within twenty-four (24) hours. In the event he is not paid off, waiting time at the regular straight time shall be charged until payment is made, but not more than eight (8) hours in any twenty-four (24) hour period shall be charged as waiting time except weekends and holidays.

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 provided the means of delivery is identified by a regular mail postmark, United Parcel Service date, Registered Mail date, etc. indicating the date the employee's final paycheck was mailed. 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 form. When an employee signs the waiver form, it is understood that the employee has waived all rights under this section.

When employees are terminated, they shall be given termination slips stating the reason for such terminations. These slips will be furnished by the Union with a copy being forwarded to the Union by fax.

- III.11 **SHOW-UP PAY:** When employees are ordered to report to work, they shall receive not less than two (2) hours' pay unless it is through some fault of their own or because of conditions which the employer is not responsible.

- III.12 Reserved.

- III.13 **FOREMAN USE / RESIDENTIAL AGREEMENT:** On all jobs requiring four (4) or more journeymen, one shall be designated as foreman by the Employer. When ten (10) or more journeymen are employed on the job, an additional foreman shall be designated by the Employer. When twenty (20) or more journeymen are employed on the job, a general foreman shall be designated by the Employer.

On jobs having a foreman, employees are not to take direction or orders from anyone except assigned foremen or assigned supervision.

- III.14 Reserved

- III.15a **TRAVEL PAY FROM SHOP:** When employees are required to report to the shop, the employer shall pay for time spent traveling from the shop to the job, one way only.

All work shall be performed from employer vehicles. No employee shall use a personal vehicle to transport tools or materials. The use of a personal vehicle shall not be a condition of employment.

- III.15b **PREMIUM PAY:** When employees are required to report to the job in either the employee's or the employer's vehicle, the following sections apply:

1. When employee's travel is in excess of 55 miles, premium pay shall be paid by the following table:

Distance Traveled	Amount of Compensation
0 - 55 miles	No compensation
56 - 70 miles	\$2.00 per hour -maximum of 8 hours
71 - 85 miles	\$4.00 per hour -maximum of 8 hours
86 - 100 miles	\$6.00 per hour -maximum of 8 hours
101 - 115 miles	\$8.00 per hour -maximum of 8 hours
116 - 130 miles	\$10.00 per hour- maximum of 8 hours
131 - 145 miles	\$12.00 per hour - maximum of 8 hours
Increase travel premium \$2.00 per hour for each additional 15 miles traveled.	

2. The 55 miles, and travel beyond the 55 miles, shall be measured from the point of dispatch (shop or job) or actual miles driven, whichever is less.
3. Premium pay is only paid on the days of travel.
4. When an employee is asked to travel beyond 55 miles in the employee's personal vehicle, the employer will compensate the employee at the IRS rate for each mile traveled beyond 55 miles.

When an employee is asked to travel more than thirty (30) miles from the point originally dispatched, the employee shall have the opportunity to refuse the transfer and receive a Reduction in Force (RIF), or accept continued employment. If the employee refuses a transfer closer than 30 miles, the employee shall be terminated as a quit or a Reduction in Force at the employer's option.

- III.16 REPORT TIME: When employees are ordered to report to the shop in the morning, they shall report no earlier than fifteen (15) minutes before the normal starting time, and when ordered to return to the shop, they shall report no later than normal quitting time.
- III.17 OVERNIGHT STAY: When the employee and the employer agree that an overnight stay is required, actual reasonable expenses for food and lodging shall be paid by the employer.
- III.18 OUTSIDE RATE OF PAY: When an employee travels into another jurisdiction, the employee shall be paid the highest residential base wage between the home local union and the local union the employee is traveling into. In addition, the employee's total compensation will be a minimum of the total residential base wage fringe benefit of the jurisdiction in which the employee is working. If no residential rate is in place in the Local Union, the Local Union 280 residential rate will apply.
- III.19 PORTABILITY: 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 of 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.
- III.20 TOOLS: All employees shall provide themselves with an adequate set of hand tools. As a minimum, each Residential Journeyman Electrician and 3rd and 4th term apprentices shall furnish tools from lists "A" and "B". 1st term and 2nd term apprentices shall only have to furnish Tools from list "A".

Tool List "A"	Tool List "B"
1 pair side cutting pliers	2 nd pair Channel Lock pliers (420/430 or

	equal)
1 pair diagonal cutting pliers	1 dry wall saw
1 pair sta-kon style crimpers	1 pair long nose pliers
1 claw hammer	1 hacksaw frame (adjustable)
2 pair Channel Lock pliers (420/430 or equal)	3 Allan wrenches (1 each: 3/8", 5/16", 1/4")
1 small-tip flat screwdriver	1 U>L> approved Cat 3/1000 volt, voltage/continuity tester
1 medium-tip flat screwdriver	
1 stubby flat screwdriver	
1 stubby Phillips screwdriver	
1 #2 Phillips screwdrivers	
1 torpedo level	
1 tool container (pouch, box, bucket, bag, etc.)	
1 steel tape measure (16' – 25' minimum)	
1 wire stripper	
1 knife and or cable stripper	
1 set nut drivers	

No employee shall furnish the following:

Vices of any kind
 Pipe wrenches larger than 14 inches
 Crescent wrenches larger than 12 inches
 Yankee screw drivers larger than 14 inches
 Channel locks larger than 14 inches
 Pipe threading equipment of any kind
 Hickeys or bending tools of any nature
 Thin-wall crimper of all sizes
 Drop cloths
 Fish tape of any length
 Socket sets larger than ¼ " inch drive
 Wood bits
 Steel bits
 Wire or cable pulling equipment other than hand tape grip
 Electric drills or power tools of any type
 Any hole cutting punches or saws of any size
 No meters or tester other than Wiggins type voltage tester

Hard hats and new suspension liners shall be furnished by the employer when required under the Basic Safety Code of the State of Oregon.

- III.21 TOOLS RESPONSIBILITY/INVENTORY: The employee is responsible for his personal tools, except when the employer designates a storage facility. The employer will be held responsible for the employee's personal tools stolen from that facility where there is evidence of forced or unauthorized entry and a police report has been filed.

Each employee shall provide an employer verified inventory of his tools to his employer to aid in report filing and replacement. The employer shall not be liable for tools that have not been placed on the employer verified inventory.

- III.22 ACCOMMODATIONS: On jobs employees are required to report to in the employee's vehicles, appropriate accommodations shall be provided by the employer to secure personal tools and

clothing and provide a clean, suitable environment for eating. Employers shall provide an adequate supply of potable water when potable water is not readily available on the job site.

- III.23 **TOOL USE RESTRICTION:** There shall be no restriction of tools or machinery simplifying work such as pipe cutting machines, electric and pneumatic drills, electric hoists, welders, and such tools as decided by the employer. All such tools or equipment, however, must be operated by employees employed under the terms of this Agreement.
- III.24 **INSTALLATION RESTRICTIONS:** There shall be no restriction covered by this Agreement on the installation of any material or equipment that are listed as a stock item in the electrical industry catalogs or price lists and furnished as a manufactured product.
- III.25 **EMPLOYEE WORK REQUIREMENTS:** Employees employed under the terms of this Agreement shall do all electrical construction, installation, or erection work and all electrical maintenance thereon, including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation and maintenance of all electrical lighting, heating, and power equipment. Such work shall also include the cutting and threading of all conduit and nipples, welding, burning, brazing and bending, drilling and shaping of all copper, angle iron, and brackets to be used in connection with the installation and erection of electrical wiring or equipment. All work of chasing or channeling necessary to complete any electrical work, and on-the-job moving and handling of any electrical materials, equipment, and apparatus shall be performed by employees employed under the terms of this Agreement.
- III.26 **INSTALLATIONS:** All drop cords, moldings, and conduits must be laid, prepared and installed by or under the supervision of a journeyman wireman.
- III.27 **WORKMANSHIP:** Employees shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications.
- III.28 **WORK CORRECTIONS:** Employees (apprentices excluded) shall be required to make corrections on improper workmanship for which they are responsible, on their own time or during regular working hours, unless errors were made by orders of the employer or the employer's representative. The Union shall be notified of all such corrections requested by the employer. Employers shall notify the Union, in writing, of employees who fail to adjust the improper workmanship and the Union assumes responsibility for the enforcement of this provision. Corrections shall be made only after fair investigation by the employer and the Business Manager of the Union. Further, no correction shall be considered unless the employer notifies the Union within sixty (60) days after the completion of the job and/or five (5) days after receiving notice of Code infractions from the enforcing agency.
- III.29 **SENIORS REQUIREMENT:** On all jobs employing five (5) or more journeymen, every fifth (5th) journeyman, if available, shall be fifty (50) years of age or older.
- III.30 **RESTORATION OF WAGE SCALE:** It is further mutually agreed that during the life of this Agreement should any authorized governmental agency, which may be created due to a national emergency, establish controls governing wage adjustments that would reduce any of the wage scales set forth in this Agreement, then and in that event both parties to this Agreement, pledge themselves to exert every legal and legitimate joint effort to restore such wage scales at the earliest possible moment.
- III.31 **UNION DUES:** 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 By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

ARTICLE IV
Standard Inside Apprenticeship Language

- IV.1 The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the Local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with registered standards and locally approved JATC policies

- IV.2 Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing.

The subcommittee, where one is established by 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, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittees, where a subcommittee is properly established.

- IV.3 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Residential Local Labor Management Committee for resolution.

- IVA Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

- IV.5 All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

- IV.6 The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment or all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training

assignments.

- IV.7 The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.
- IV.8 Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-jobs training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.
- IV.9 Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for the National Guidelines Standards. The total term of apprenticeship shall not require more than three years of related training.
- IV.10 The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition of completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.
- IV.11 The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the apprentice. The apprentice is not prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.
- IV.12 The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.
- IV.13 Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wireman to work in the jurisdiction covered by this agreement.
- IV.14. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the party's signatory to the Local apprenticeship and training trust agreement. The current rate of contribution is \$0.45¢ per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE V Referral Procedure

- V.1 **COMMON INTEREST:** 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 interests 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.
- V.2 **EXCLUSIVE SOURCE OF REFERRAL:** The Union shall be the sole and exclusive source of referral of applicants for employment.
- V.3 **EMPLOYER RIGHT OF REJECTION:** The Employer shall have the right to reject any applicant for employment.
- V.4 **NON-DISCRIMINATORY REFERRAL:** 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.
- V.5 **REGISTER OF APPLICANTS:** 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.

Residential Wireman

Group I - Group I status shall be limited to one Local Union at a 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 be electronic means notify the business manager of the applicant's former Group I status local union.

Group I - 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, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the LB.EW. or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last two years in the geographical area covered by the collective bargaining agreement.

Group II - All applicants for employment who have two or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential 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.

- V.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 employees without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."
- V.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.

- V.8 A 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:

Benton, Crook, Deschutes, Jefferson, Linn, Marion, and Polk Counties, the southern half of Yamhill County, and that portion of Lane County lying east of a line running north and south from the NE corner of Coos County to the SE corner of Lincoln County, State of Oregon.

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 area under the Davis-Bacon Act to which this Agreement applies.

- V.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.
- V.10 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 Local 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 two years' experience in the trade.
- V.11 Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section V.5 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an Apprentice (Trainee).
- V.12 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.
- V.13 An applicant who has registered on the "Out-of-Work List" must renew his application every thirty days or his name will be removed from the List.
- V.14 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.
- V.15 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in 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. 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.

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, reviews 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. ****The parties may extend this time period up to a maximum of two weeks if necessary,***

- V.16 The only exception which shall be allowed in this order of referral is when the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- V.17 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.
- V.18 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 Sections V.4 through V.15 of the 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.
- V.19 A representative of the Employer or 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.
- V.20 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.
- V.21 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE VI Fringe Benefits

- VI.1 HEALTH AND WELFARE: Each employer agrees that the Restated Agreement and the Declaration of Trust for the Harrison Electrical Workers (Harrison Trust Agreement) signed by the Oregon Pacific-Cascade Chapter of the National Electrical Contractors Association and Local Union 280 of the International Brotherhood of Electrical Workers, shall continue in full force and effect during the term hereof and agree to be bound by the terms of said Harrison Trust Agreement, as amended from time to time. Effective on January 1, 2017, each employer shall on a monthly basis pay to the Portland Administrative Office, the sum of Eight Dollars and Seventy-Five cents (\$8.75) per hour for each hour worked by all employees covered by this collective bargaining agreement, and such hours and other pertinent information shall be reported in duplicate on forms furnished by the Portland Administrative Office or other designated collection agent for the Trust Payment of contributions and reporting by the employer shall be on the terms and conditions provided for in Article VI.3 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 Trust.

Hours worked shall be deemed to include straight time hours worked, actual overtime hours, report time, and shift premium hours not worked, in addition to such other time as provided for in the Harrison Trust Agreement.

It is understood and intended by the parties to the Agreement that the purpose of this clause is to establish an employee/employer-financed health and welfare trust fund paid over to the applicable trust fund in accordance with the Harrison Trust Agreement.

Should the parties to this agreement find an alternative health and welfare plan where the contribution rate will result in a lower hourly contribution rate, then the cost savings shall be distributed to the employees.

Failure of an employer to comply with any employer obligations under the Harrison Trust Agreement shall also constitute a breach of the Agreement

- VI.2a CASCADE PENSION: Each employer who is bound hereby, agrees that the Agreement and Declaration of Trust of the Cascade Pension Trust (Cascade Trust Agreement) established July 1, 1975, shall continue in full force and effect during the term hereof, and agrees to be bound by the terms of the Cascade Trust Agreement.
- VI.2b Each employer who is a party hereto or who agrees to be bound by the terms hereof, shall make payments on a monthly basis to the Trustees of the Cascade Pension Trust for each hour of work which is a covered hour under the terms of this collective bargaining agreement at the rate of four dollars (\$4.40) per hour effective January 1, 2012, for all employees who are not apprentices. Apprentices above second period shall be paid on the basis of the percentage relationship to the journeyman wage rate. Payment of contributions and reporting by the employer shall be on the terms and conditions provided for in Article VI.3 below.
- VJ.2c Hours worked shall be deemed to include straight time hours, actual overtime hours, report time, and shift premium hours not worked, in addition to such other time as provided for in the Cascade Trust Agreement.
- VI.2d 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 any employer to comply with the applicable provisions of the Cascade Trust Agreement shall also constitute a breach of this Agreement.
- VI.2e In addition to the contributions above, the Cascade Pension Trust permits participants in the Trust to elect to reduce the salary payable to them by employers and direct the amount of the reduction be contributed to the Cascade Pension Trust under Section 401K of the Internal Revenue Code of 1986. In order to permit such voluntary contributions, the following rules shall control:
 - (1) The amount of the voluntary contribution shall be determined by the participant as a percentage of such hourly wage. The participant shall designate the percentage on forms provided by the Trust and delivered to the employer at the time the participant is dispatched to the employer. In addition, during the month of December of each year, the participant may change the amount of the percentage effective the following January 1 for the next year. Once a percentage is designated by a participant, it may not be changed without the consent of the employer except during the month of December of each year.
 - (2) The percentage elected by a participant may not exceed 25% of the basic hourly wage.
- VI.3 PAYMENT, REPORT, AND COLLECTION: Employer contributions for fringe benefits provided for in Articles VI.1 and VI.2, contributions to the Central Inside Electrical Joint Apprenticeship and Training Trust Fund and contributions to the National Electrical Benefit Fund are due and payable on or before the 15th 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 on the 15th of the month for all covered hours worked during the preceding month, regardless of whether or not the employer has employed any employees in the month 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 month covered by the report.

Any employer who fails to file a report or pay contributions by the 20th of the month in which such report or payment is due 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 his liability, and shall pay the expenses of the audit if any delinquencies are found under the guidelines of any of the applicable trust agreements. Action to collect contributions may be brought in the name of the respective trust fund involved, its Trustees or any 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 to which contributions are allowed or required hereunder.

Any employer delinquent in the payment of contributions shall be liable for liquidated damages for loss of earnings and related administration and collection effort expenses which may be difficult to assess. These liquidated damages are in addition to contributions otherwise due. Damages for loss of earnings on contributions which are delinquent past the last day of the month in which they are due, shall be charged at the rate of twelve percent (12%) per year of the delinquent contributions from the first day of the month following the month in which they are due until paid. Liquidated damages for administrative and collection efforts or expenses shall be computed for each Trust for delinquencies during each twelve consecutive calendar months as follows: (1) For the first delinquency, \$25 per full or partial calendar month of delinquency up to a maximum of \$100; (2) for the second delinquency 5% of the contributions owed, or \$25 if greater, per full or partial calendar month of delinquency, up to a maximum of 20% or \$100 if greater; (3) for third and subsequent delinquencies 10% of contributions owed, or \$25 if greater, per full or partial calendar month of delinquency, up to a maximum of 20% or \$100 if greater.

The parties agree to abide by the terms and conditions as may be established from time to time by the trustees of the various trusts provided 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 shall post security for contributions due the trust funds in the manner and to the extent required by the collection policies and procedures established by the trust.

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, and such delinquent employer shall also be liable for reasonable attorney fees 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 of not less than seventy-two (72) hours is given of such proposed action to the delinquent employer. 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 involved confirms that no amounts remain owing to said fund by said employer.

ARTICLE VII National Electrical Benefit Fund

- VII.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 his 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 his labor agreement.

ARTICLE VIII National Electrical Industry Fund

VIII.1 Each individual employer shall contribute an amount not to exceed one percent (1%) nor less than two-tenths of one percent (.2%) 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 during any one calendar year.

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 business is transacted.

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 IX Administrative Maintenance Fund

IX. Effective 1-1-96, all employers' party to this Labor Agreement shall each contribute .6 percent (.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 of the Oregon Pacific-Cascade Chapter, NECA.

The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefit

contributions covered In the Labor Agreement on or before the 15th of the month following the month In which the work was performed, to the Electrical Industry Administrative Maintenance Fund of the Oregon Pacific-Cascade Chapter, NECA.

This Fund is to be administered solely by the Chapter or Employers. The Fund shall expend its revenue for the purpose of Administration of the Collective Bargaining Agreement, including but not limited to Collective Bargaining Negotiations, the processing of grievances, and all other management duties and responsibilities necessary to administer this Agreement.

The Chapter and not the Local Union is responsible for the enforcement of delinquent payments to the Fund. The failure of any participating employer to contribute the proper amount to the Electrical Industry Administrative Maintenance Fund as required shall be considered a breach of this Agreement. The contribution to the Fund shall be subject to the same delinquency requirements as are the other fringe benefit contributions set forth in this Agreement. The Fund shall not be used in any manner detrimental to the IBEW or Local Union.

ARTICLE X Safety

- X.1 JOINT SAFETY COMMITTEE: There shall be a Joint Safety Committee consisting of three members representing the Employer 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 FUNCTION OF SAFETY COMMITTEE: 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 SELECTION OF SAFETY COMMITTEE: 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 Employer 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 First year apprentices shall not work on live circuits or systems above 100 VA When apprentices are required to work on energized circuits under 200 volts phase to ground, they shall do so under the supervision of a journeyman.
- X.5 Reserved.
- X.6 FIRST AID / CPR: The Union and the employers recognizing the importance of safety in accordance with the Occupational Safety and Health Act agree to jointly sponsor First Aid and CPR classes for all employees. Employees are required to have a first aid and CPR card. Employees shall be required to attend any safety classes as mandated by the local union.
- X.7 Reserved.
- X.8 ASSURANCE OF SAFETY: It is the employer's exclusive responsibility to insure the safety of their employees and their compliance with these safety rules and standards.

- X.9 DRUG ABUSE POLICY: The dangers and costs which 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 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.
- X.10 CONSECUTIVE HOURS WORKED: No employee shall work more than 16 hours without an 8 hour break except in circumstances that are unforeseen or are outside the control of the contractor, in which case no employee shall work more than 32 hours in any 48-hour period. This section shall not apply to employees designated by the contractor who are provided with acceptable sleeping accommodations.
- X.11 CODE OF EXCELLENCE: 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 required by the IBEW and NECA.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws. Nothing in this Agreement shall be construed as waiving any rights or protection granted to either the employer or the Union under any applicable Federal or State law.

Nothing in this Agreement shall be construed as waiving any rights or protection granted to either the employer or the Union under any applicable Federal or State law.

Signed this 4 day of December, 2019.

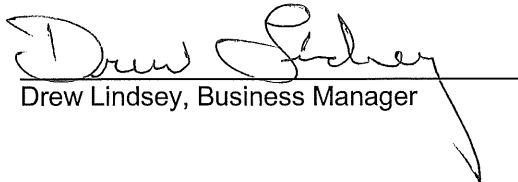
SIGNED FOR THE EMPLOYERS:

Cascade Division, Oregon Pacific-Cascade
Chapter, National Electrical Contractors s


Monique de Boer, Executive Manager

SIGNED FOR THE UNION:

Local Union 280, International
Brotherhood of Electrical Workers


Drew Lindsey, Business Manager