


**9TH DISTRICT IBEW
MAI AGREEMENT
OREGON ADDENDUM**

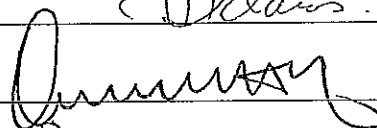
The IBEW local Unions 48, 280, 659, 932 and 112, along with the NECA Chapters Oregon-Columbia, Oregon-Pacific Cascade and Inland Empire have agreed to extend the existing agreement for one (1) year through June 30, 2014, with the employers agreement to pick up the health & welfare increases.


Further, the parties have agreed to pursue through the 9th District IBEW office to move the Washington jurisdiction of Local Union 48 from the Washington Addendum into the Oregon Addendum.

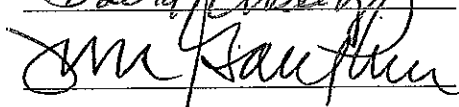
DATED June 19, 2013 as signed below.

NECA

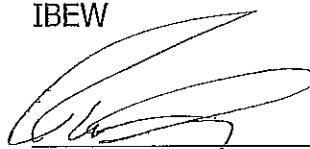


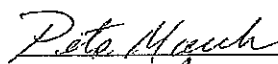


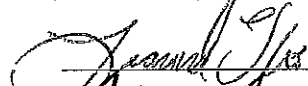


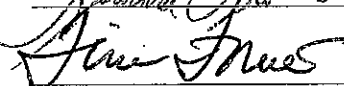


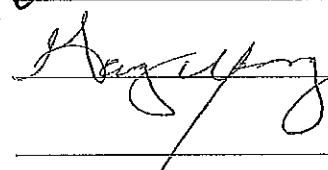
IBEW



IBEW LU 932


IBEW LU 112


IBEW LU 659


IBEW LU 280


IBEW 48

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**IBEW, NINTH DISTRICT
MARKET ADVANCEMENT
MEMORANDUM OF UNDERSTANDING**

Between

The International Brotherhood of Electrical Workers,

&

National Electrical Contractors Association

July 1, 2010 through June 30, 2013

10 IBEW Local Unions 48, 112, and 280 and the NECA Chapters of Oregon-Columbia,
11 Inland Empire, and Oregon Pacific-Cascade, hereby agree to the following terms and
12 conditions, which shall apply to the IBEW/NECA Inside construction agreements for the
13 geographical jurisdictions of the aforementioned Local Unions, exclusively for the scope
14 of work detailed herein. The geographical area addressed by this Memorandum of
15 Understanding shall be referred to as Region Two (2).

16 **Oregon:**

17 IBEW LU 48: Clackamas, Columbia, Hood River, Multnomah, Sherman, Wasco,
18 Washington, and Yamhill (north of townships: T4S R3W; T4S R4W; T4S R5W and T4S
19 R6W) counties

20 IBEW LU 112: Gilliam, Morrow, and Umatilla counties

21 IBEW LU 280: Benton, Crook, Deschutes, Jefferson, Lane, Linn, Marion, Polk, and
22 Yamhill (Townships: T4S R3W; T4S R4W; T4S R5W and T4S R6W, south)
23

24
25 The purpose of this Memorandum of Understanding is to advance the IBEW/NECA
26 market share by organizing the electrical work and workforce in the identified industry

1 sectors. Furthermore, the new classifications incorporated herein are not intended to
2 exclude or replace Journeyman Wiremen or Apprentices, but are designed to
3 complement existing classifications and create competitive crew compositions which
4 thereby generate new employment opportunities for Journeyman and Apprentices, and
5 provide a mechanism for the IBEW to represent workers heretofore not represented.

6
7 An employer utilizing this Memorandum of Understanding must be signatory to the
8 Inside Agreement of the Local Union where the work is being performed. All terms and
9 conditions not specifically addressed herein shall be handled in accordance with the
10 appropriate Inside Agreement. Any question or dispute concerning an interpretation of
11 this Memorandum of Understanding shall be determined by the IBEW Ninth District
12 International Vice President and the National Electrical Contractors Association Western
13 Region Director.

14 15 EFFECTIVE DATE

16
17 This Memorandum of Understanding shall take effect immediately and remain in effect
18 until June 30, 2013. It shall continue in effect from year to year thereafter, from July 1
19 through June 30 of each year, unless changed or terminated, as provided herein. This
20 Memorandum of Understanding may be terminated, by either party, with respect to a
21 specific geographical jurisdictional, by providing written notification to the related
22 signatory parties at least 90 days prior to the anniversary date of this MOU.
23

24 SCOPE OF WORK

25 The following types of work are covered by this Memorandum of Understanding:
26

1 grievance, shall be deemed to no longer exist. Any unresolved issues shall be
2 submitted to CIR for adjudication as provided for in the Inside Agreement.

3
4 Changes: There shall be a Labor-Management Committee established to handle
5 changes to this Memorandum of Understanding named Region Two (2) Labor-
6 Management Committee, which shall consist of three (3) representing the Unions and
7 three (3) representing the Chapters. It shall select its own Chairman and Secretary.
8 The Local Unions shall select the Union representatives and the Chapters shall select
9 the Management representatives. If the Local Unions or the Chapters are unable to
10 agree on the designees, the respective appropriate parent organizations, IBEW Ninth
11 District and Western Region NECA, shall make the selection on their behalf.

12
13
14 Any matter involving changes to Appendix A, B, and/or C will be handled by Region
15 Two (2) LMC.

16
17 This Memorandum of Understanding shall only be subject to change or supplement by
18 mutual consent of the respective appropriate parent organizations, IBEW Ninth District
19 and Western Region NECA.

20
21
22 Either party, Labor or Management of the Region Two (2) LMC, desiring to change
23 Appendix A, B, and/or C must provide written notification at least 90 days prior to the
24 expiration date. The nature of the changes must be specified in the notice or no later
25 than the first negotiating meeting unless mutually agreed otherwise. Any unresolved
26 issues arising out of the failure of the parties to negotiate a modification to Appendix A,

1 B, and/or C shall be determined by the appropriate parent organizations, IBEW Ninth
2 District and Western Region NECA.

3
4 **MANAGEMENT RIGHTS**

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6 Work performed by Construction Electricians will be limited only by what the employer
7 or the employer's field representative deem as appropriate and within the individual's
8 qualifications to properly perform safely, in a workmanlike manner and within the
9 specific scope of this Memorandum of Understanding.

10
11 Nothing contained in this Memorandum of Understanding shall prevent an owner from
12 doing electrical work for short periods of time when it would be impractical to add
13 additional employees.

14
15 **PORTABILITY**

16
17 An employer signatory to a Letter of Assent to an Inside Collective Bargaining
18 Agreement, or signatory to an approved Inside Collective Bargaining Agreement with
19 any local union signatory to this Memorandum of Understanding, will be entitled to
20 unlimited Portability, with the exception of Indentured Apprentices, within a Region, for
21 any work covered in the scope of this Memorandum of Understanding. Additionally,
22 portability of employees between Regions will be permitted in accordance with the
23 national four man portability provisions and/or one man per job. However, if sufficient
24 manpower is not available within a Region a reasonably adjusted portability allowance,
25 up to and including full portability, may be utilized, subject to approval of the Business
26 Manager where the work is being performed.

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The employer shall notify the local union where the work is to be performed by fax or e-mail at least 24 hours prior to starting a job, of the job address, approximate duration and estimated manpower at peak. The employer shall also immediately remit a list of all employees transferred under Portability, to the site Local Union. The list shall include names, classifications, social security numbers, and their job site location.

(1) Within each Region, all fringe benefits and remittances shall be made through a single transmittal for each Region.

(2) Working assessments and apprenticeship contributions shall be determined Region by Region and specified in Appendix B and shall be paid to the Local Union where the work is being performed.

(3) All worker classifications working under the Scope of this MOU shall be included under the Portability rules, with the exception of indentured apprentices, who shall continue to be handled in accordance with the JATC Standards.

(4) Between Regions, all fringe benefits shall be paid and transmitted in accordance with the Memorandum of Understanding that applies to the Region where the work is performed. Additionally, the employer shall be required to become signatory to that Region's Memorandum of Understanding.

(5) Any question or dispute concerning the Portability provisions of this Memorandum of Understanding shall be resolved per the grievance / dispute resolution procedure outlined in this MOU.

1 be required) and have not passed a Journeyman Wireman's examination
2 given by a duly constituted Inside Construction Local Union of the I.B.E.W.
3 or been certified as a Journeyman Wireman by any Inside Joint
4 Apprenticeship and Training Committee

5
6
7 JW's may be transferred back and forth between work covered by the Inside Agreement
8 and this Memorandum of Understanding. CE's can only work on projects covered by
9 this Memorandum of Understanding.

10 Reverse Book Lay-Off shall not apply to work covered by this Memorandum of
11 Understanding.

12
13 **WAGES AND BENEFITS**

14
15 Wages and Benefits shall be determined Region by Region and attached to this
16 Memorandum of Understanding as Appendix B.

17
18 Wage/Benefit increases in years 2 and 3 shall be determined Region by Region.

19
20 The ratio of certified electricians (JIW) to apprentices shall not exceed that allowed by
21 State Law.

22 **TRAINING**

23
24 The JATC shall be responsible for all training of Construction Electricians.
25
26

1 Nothing in this Memorandum of Understanding is intended to undermine the authority of
2 the Local Union Examining Board as established by the IBEW Constitution, the Local
3 Union Bylaws and Ninth District Policy.
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10 **APPENDIX "A"**
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12 **Market Advancement Scope of Work**

13 **Covered by This Memorandum of Understanding**

14 **For Region Two (2)**

15 **Fast food (Burger King, Burgerville, McDonald's, Taco Bell, Taco Time,**
16 **Wendy's, etc.)**

17 **Fuel dispensing/ Convenience stores**

18 **Small/Med Retail (Strip Malls/Mall TI, etc)**

19 **Mixed Use High* (over 4 stories above grade)**

20 **Mixed Use Low/Mid Rise* (4 stories above grade or less)**

21 **Hotel/Motel (Roadside type not to exceed 4 floors)**

22 **Professional Office Buildings** (not to exceed 4 floors)**

23 **Quick stop lubrication centers (Grease Monkey, Jiffy Lube, Oil Can Henry's,**
24 **etc.)**

25 **Restaurant*** (not fast food)**

26 **Residential—single family**

1 Residential—multi-family

2 Drug stores/Pharmacy

3 Service work of any scope is specifically excluded.

4 *Local 48 only

5 **Local 112 only

6 ***Local 112 & 280 only

7 Projects not specifically mentioned above, and not specifically excluded in this
8 MOU, may be added, on a project by project basis, with pre-bid approval from the
9 Business Manager in the jurisdiction where the work is to be performed.

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16 Only a Journeyman Inside Wireman (JIW) with a valid OR State License may be
17 designated as a jobsite foreman, whose wage scale will be as determined per the Inside
18 Agreement.

19 The transmittal location shall be:

20 Oregon Pacific-Cascade Chapter, NECA
21 1040 Gateway Loop
22 Suite A
Springfield, OR 97477-1113

23 **Basic Dues:** As per the LU Bylaws.

24 **Working assessments:** The working assessment shall be paid according to the bylaws
25 of the local union (48/112/280) in whose jurisdiction the work is being performed.
26

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2 **APPENDIX "B"**

3 **OR Region 2**

4 **Construction Electricians Wages and Fringe Benefits**

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6 The minimum hourly rate of wages and benefits shall be as follows:

7 Inside Journeymen per the work site Local Inside CBA
8 Inside Journeymen Foreman per the work site Local inside CBA
9 Inside Journeymen General Foreman per the work site Local inside CBA
10 Inside Journeymen Apprentice per the work site Local inside CBA

11
12 **WAGE HEALTHCARE* NEBF NLMCC TRAINING AMF TOTAL**
13 **(refer to (3% of wages)**
14 **Appendix D)**
15 **PACKAGE**

15 **CE Classifications**

16 **Effective 7.01.10**

17 **(July 01, 2010)**

18 CE Level 2 27.50 4.10 0.83 0.01 0.70 0.15 33.29

19 (possesses valid state license and successfully passed at least 3 of the 5 certification modules)

1	CE Level 1	25.00	4.10	0.75	0.01	0.70	0.15	30.71
2	(possesses valid state license and successfully passed less than 3 of the 5 certification modules)							
3		WAGE	HEALTHCARE*	NEBF	NLMCC	TRAINING	AMF	TOTAL
4			(refer to	(3% of wages)				PACKAGE
5			Appendix D)					
6	C E Classifications							
7	Effective 1.01.11							
8	(Jan. 01, 2011)							
9	C E Level 2	28.05	4.10	0.84	0.01	0.70	0.15	33.85
10	C E Level 1	25.50	4.10	0.77	0.01	0.70	0.15	31.23
11	Effective 1.01.12							
12	(Jan. 01, 2012)							
13	C E Level 2	28.60	4.10	0.86	0.01	0.70	0.15	34.42
14	C E Level 1	26.00	4.10	0.78	0.01	0.70	0.15	31.74
15	Effective 1.01.13							
16	(Jan. 01, 2013)							
17	C E Level 2	29.15	4.10	0.88	0.01	0.70	0.15	34.99
18	C E Level 1	26.50	4.10	0.80	0.01	0.70	0.15	32.26

19 ***Increases to Healthcare Coverage shall be paid by the employer. Includes drug testing program.**

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2 **APPENDIX "C"**

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4 **HOURS/ WORKING CONDITIONS**

5 No JIW can sign the CE out of work list.

6 Hours of work shall mirror the Inside Agreement.

7 Shift language shall mirror the Inside Agreement except shift differential for CE 1
8 and CE 2 shall be:

9 Swing: An additional \$1.00/hour

10 Graveyard: An additional \$2.00/hour
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14 **APPENDIX "D"**

15 **HEALTH CARE**
16

17 (1) Employers signatory to this MOU shall make contributions to the NECA/IBEW
18 Family Medical Care Trust Fund for all CE and CW employees.
19

20 (2) The contributions required under this MOU for each employee shall be made, at
21 the rates set by the Board of Trustees of the Fund. Currently the rate for CE and CW
22 employees for Plan 1 coverage is \$4.00 per hour. The rates set forth above shall be
23 effective on the Effective Date. These contributions shall be due on the fifteenth (15)
24 day of the month following the month in which work is performed. The Employer shall
25 be bound to the Participation Agreement executed by the NECA Chapter with the Fund
26 containing currently applicable contribution amounts for each time period in which a

1 different contribution rate is utilized and these contribution rates shall be those required
2 under of this MOU.

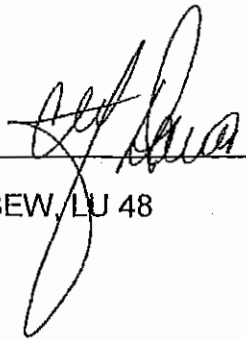
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4 (3) Employees described in paragraph 1 shall be eligible for family coverage under the
5 NECA/IBEW Family Medical Care Trust Fund Plan 1. Eligibility shall be determined
6 under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 1. In
7 addition, when the CE or CW employee attains Journeyman status and becomes
8 eligible under the members' Inside Wireman Health & Welfare Fund, coverage will
9 immediately cease under the NECA/IBEW Family Medical Care Trust Fund.


10
11 (4) All Employers employing CE or CW employees are bound by the Participation
12 Agreement between the NECA/IBEW Family Medical Care Trust Fund and NECA. The
13 NECA/IBEW Family Medical Care Trust Fund may terminate this Participation
14 Agreement at any time, in which case contributions may no longer be made to the
15 NECA/IBEW Family Medical Care Trust Fund under this Agreement. The NECA
16 Chapter may terminate the Participation Agreement at any time after the longer of three
17 years following the Effective Date of this Section or the expiration of this collective
18 bargaining agreement by providing written notice to the NECA/IBEW Family Medical
19 Care Trust Fund by certified mail received by the NECA/IBEW Family Medical Care
20 Trust Fund more than 60 days prior to the first of the month for which contributions and
21 payroll deductions would be due for employees under this Agreement absent the
22 termination notice. The Employer shall remain bound to the independent requirements
23 to make contributions under the terms and in the amounts set forth in the then current
24 Participation Agreement even if this collective bargaining agreement has expired.

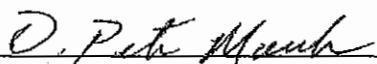
1 (5) The Employers adopt and agree to be bound by all the terms and provisions of the
2 Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical
3 Care Trust Fund as fully as if the Employers were original parties. The Employers
4 acknowledge receipt of these documents. The Employers designate the Employer
5 Trustees of the Fund as their representatives on the Fund. The Employers agree to be
6 bound by and to ratify all actions taken by the Trustees pursuant to the powers granted
7 them under the Trust Agreements.

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10 **Signed for the IBEW:**

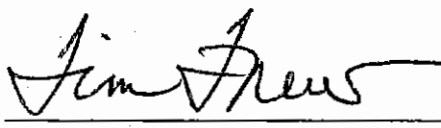
Signed for NECA:


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14 IBEW, LU 48


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16 NECA Chapter Oregon-Columbia

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19 IBEW, LU 112


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21 NECA Chapter Inland Empire

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23 _____
24 IBEW, LU 280


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26 NECA Chapter Oregon Pacific-Cascade

PARTICIPATION AGREEMENT FOR IBEW LOCAL 48 BARGAINING UNIT
EMPLOYEES-~~OREGON-COLUMBIA~~ CHAPTER NECA

This is a written agreement, entered pursuant to Section 302(c) of the Labor Management Relations Act of 1947, 29 U.S.C. § 186(c), and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq., between OREGON COLUMBIA Chapter National Electrical Contractors Association (hereinafter "NECA" or "NECA Chapter") on behalf of the Employers ("Employers") bound to the Collective Bargaining Agreement between Local 48 IBEW and the NECA Chapter. The purpose of this Agreement is to permit the above-referenced Fund to receive contributions and/or payroll deductions on behalf of eligible employees of the Employers defined in paragraph 1 of this Agreement, as of the Effective Date of July 1, 2010.

The terms of this Agreement are the following:

1. Beginning with the Effective Date set forth above, the Employers shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for CE and CW employees of the Employers who are part of the IBEW Local 48 bargaining unit.

2. The contributions required under this Agreement for each employee described in paragraph 1 shall be made, at the rates set by the Board of Trustees of the Fund. Currently the rate for CE and CW employees for Plan 1 coverage is \$4.00 per hour. The rates set forth above shall be effective on the Effective Date. These contributions shall be due on the 15th day of the month following the month in which work is performed. The NECA Chapter agrees to execute on behalf of the Employers the Participation Agreements containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized and these contribution rates shall be those required under of this Agreement. The NECA Chapter agrees to execute on behalf of the Employers the Participation Agreements Forms containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized and these forms shall be incorporated by reference as part of this Agreement.

3. Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 1. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 1. In addition, when the CE or CW employee attains Journeyman status and becomes eligible under the Harrison Health & Welfare Fund coverage will immediately cease under the NECA/IBEW Family Medical Care Trust Fund.

4. The NECA/IBEW Family Medical Care Trust Fund may terminate this Participation Agreement at any time, in which case contributions may no longer be made to the NECA/IBEW Family Medical Care Trust Fund under this Agreement or any collective bargaining agreement requiring contributions to the Fund. In the event the Trustees of the NECA/IBEW Family Medical Care Trust Fund terminate and then

reinstate this Agreement, they may elect to condition reinstatement of participation for employees described in paragraph 1 on any terms and conditions they, in their sole discretion, deem appropriate. These conditions may include full payment of all delinquent contributions for bargaining unit and non-bargaining unit employees, liquidated damages and attorney's fees. These conditions may also include a restriction on the coverage of pre-existing conditions, to the extent permitted by controlling law. The NECA Chapter on behalf of the Employers may terminate the Participation Agreement at any time after the longer of three years following the Effective Date or the expiration of its collective bargaining agreement requiring contributions to the Fund by providing written notice to the NECA/IBEW Family Medical Care Trust Fund by certified mail received by the NECA/IBEW Family Medical Care Trust Fund more than 60 days prior to the first of the month for which contributions and payroll deductions would be due for employees under this Agreement absent the termination notice. The Employers shall remain bound to the independent requirements to make contributions under the terms and in the amounts set forth in this Participation Agreement even if their collective bargaining agreement has expired.

5. Except to the extent otherwise required under applicable law, no return of contributions will ordinarily be available for contributions made for mistake of fact or law, due to the extension of benefits and privileges under these Funds resulting from the involved contributions.

6. The Employers adopt and agree to be bound by all the terms and provisions of the Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employers were an original party. The Employer acknowledges receipt of these documents. The Employers designate the Employer Trustees of the Fund as its representatives on the Fund. The Employers agree to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreements.

OREGON-COLUMBIA CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

NECA/IBEW FAMILY MEDICAL CARE
TRUST FUND

BY:  BY: _____

BY: _____

AMENDMENT BY CONSENT TO THE INSIDE AGREEMENT
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 48 AND OREGON-COLUMBIA CHAPTER, NATIONAL
ELECTRICAL CONTRACTORS ASSOCIATION

Pursuant to Section 1.03 of the Inside Agreement, International Brotherhood of
Electrical Workers Local Union 48 (hereinafter Local 48) and
OREGON-COLUMBIA Chapter, National Electrical Contractors Association (hereinafter
OREGON-COLUMBIA NECA or NECA Chapter), mutually consent to change the Inside
Agreement, effective July 1, 2010 as follows, and to submit this amendment to the
International Office of the IBEW for approval and the National Office of the National
Electrical Contractors Association, Inc. for review:

Effective July 1, 2010, Section 6.02(c) is added to read as follows:

(1) Effective July 1, 2010, the Employer shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all CE and CW employees who are part of the bargaining unit.

(2) The contributions required under this Agreement for each employee described in paragraph 1 shall be made, at the rates set by the Board of Trustees of the Fund. Currently the rate for CE and CW employees for Plan 1 coverage is \$4.00 per hour. The rates set forth above shall be effective on the Effective Date. These contributions shall be due on the 15th day of the month following the month in which work is performed. The Employer shall be bound to the Participation Agreement executed by the NECA Chapter with the Fund containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized and these contribution rates shall be those required under of this Agreement.

(3) Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 1. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 1. In addition, when the CE or CW employee attains Journeyman status and becomes eligible under the Harrison Health & Welfare Fund coverage will immediately cease under the NECA/IBEW Family Medical Care Trust Fund.

(4) All Employers employing CE or CW employees are bound by the Participation Agreement between the NECA/IBEW Family Medical Care Trust

Fund and NECA. The NECA/IBEW Family Medical Care Trust Fund may terminate this Participation Agreement at any time, in which case contributions may no longer be made to the NECA/IBEW Family Medical Care Trust Fund under this Agreement. The NECA Chapter may terminate the Participation Agreement at any time after the longer of three years following the Effective Date of this Section or the expiration of this collective bargaining agreement by providing written notice to the NECA/IBEW Family Medical Care Trust Fund by certified mail received by the NECA/IBEW Family Medical Care Trust Fund more than 60 days prior to the first of the month for which contributions and payroll deductions would be due for employees under this Agreement absent the termination notice. The Employer shall remain bound to the independent requirements to make contributions under the terms and in the amounts set forth in the then current Participation Agreement even if this collective bargaining agreement has expired.

(5) The Employers adopt and agrees to be bound by all the terms and provisions of the Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employers were original parties. The Employers acknowledge receipt of these documents. The Employers designates the Employer Trustees of the Fund as their representatives on the Fund. The Employers agree to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreements.

AGREED this 21 day of July, 2010.

IBEW LOCAL UNION NO. 48

[Signature]

OREGON-COLUMBIA CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

[Signature]

PARTICIPATION AGREEMENT FOR IBEW LOCAL 112 BARGAINING UNIT
EMPLOYEES-Deland Empire CHAPTER NECA

This is a written agreement, entered pursuant to Section 302(c) of the Labor Management Relations Act of 1947, 29 U.S.C. § 186(c), and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq., between Deland Empire Chapter National Electrical Contractors Association (hereinafter "NECA" or "NECA Chapter") on behalf of the Employers ("Employers") bound to the Collective Bargaining Agreement between Local 112 IBEW and the NECA Chapter. The purpose of this Agreement is to permit the above-referenced Fund to receive contributions and/or payroll deductions on behalf of eligible employees of the Employers defined in paragraph 1 of this Agreement, as of the Effective Date of July 1, 2010

The terms of this Agreement are the following:

1. Beginning with the Effective Date set forth above, the Employers shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for CE and CW employees of the Employers who are part of the IBEW Local 112 bargaining unit.

2. The contributions required under this Agreement for each employee described in paragraph 1 shall be made, at the rates set by the Board of Trustees of the Fund. Currently the rate for CE and CW employees for Plan 1 coverage is \$4.00 per hour. The rates set forth above shall be effective on the Effective Date. These contributions shall be due on the 10th day of the month following the month in which work is performed. The NECA Chapter agrees to execute on behalf of the Employers the Participation Agreements containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized and these contribution rates shall be those required under of this Agreement. The NECA Chapter agrees to execute on behalf of the Employers the Participation Agreements Forms containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized and these forms shall be incorporated by reference as part of this Agreement.

3. Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 1. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 1. In addition, when the CE or CW employee attains Journeyman status and becomes eligible under the Deland Empire Electrical Welfare Fund coverage will immediately cease under the NECA/IBEW Family Medical Care Trust Fund.

4. The NECA/IBEW Family Medical Care Trust Fund may terminate this Participation Agreement at any time, in which case contributions may no longer be made to the NECA/IBEW Family Medical Care Trust Fund under this Agreement or any collective bargaining agreement requiring contributions to the Fund. In the event the Trustees of the NECA/IBEW Family Medical Care Trust Fund terminate and then

reinstate this Agreement, they may elect to condition reinstatement of participation for employees described in paragraph 1 on any terms and conditions they, in their sole discretion, deem appropriate. These conditions may include full payment of all delinquent contributions for bargaining unit and non-bargaining unit employees, liquidated damages and attorney's fees. These conditions may also include a restriction on the coverage of pre-existing conditions, to the extent permitted by controlling law. The NECA Chapter on behalf of the Employers may terminate the Participation Agreement at any time after the longer of three years following the Effective Date or the expiration of its collective bargaining agreement requiring contributions to the Fund by providing written notice to the NECA/IBEW Family Medical Care Trust Fund by certified mail received by the NECA/IBEW Family Medical Care Trust Fund more than 60 days prior to the first of the month for which contributions and payroll deductions would be due for employees under this Agreement absent the termination notice. The Employers shall remain bound to the independent requirements to make contributions under the terms and in the amounts set forth in this Participation Agreement even if their collective bargaining agreement has expired.

5. Except to the extent otherwise required under applicable law, no return of contributions will ordinarily be available for contributions made for mistake of fact or law, due to the extension of benefits and privileges under these Funds resulting from the involved contributions.

6. The Employers adopt and agree to be bound by all the terms and provisions of the Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employers were an original party. The Employer acknowledges receipt of these documents. The Employers designate the Employer Trustees of the Fund as its representatives on the Fund. The Employers agree to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreements.

Inland Empire CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

NECA/IBEW FAMILY MEDICAL CARE
TRUST FUND

BY: *David A Chally*

BY: _____

BY: _____

AMENDMENT BY CONSENT TO THE INSIDE AGREEMENT
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 112 AND Inland Empire CHAPTER, NATIONAL
ELECTRICAL CONTRACTORS ASSOCIATION

Pursuant to Section 1.03 of the Inside Agreement, International Brotherhood of
Electrical Workers Local Union 112 (hereinafter Local 112) and
Inland Empire Chapter, National Electrical Contractors Association (hereinafter
Inland Empire NECA or NECA Chapter), mutually consent to change the Inside
Agreement, effective July 1, 2010, as follows, and to submit this amendment to the
International Office of the IBEW for approval and the National Office of the National
Electrical Contractors Association, Inc. for review:

Effective July 1, 2010, Section 3.13(a) is added to read as follows:

(1) Effective July 1, 2010, the Employer shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all CE and CW employees who are part of the bargaining unit.

(2) The contributions required under this Agreement for each employee described in paragraph 1 shall be made, at the rates set by the Board of Trustees of the Fund. Currently the rate for CE and CW employees for Plan 1 coverage is \$4.00 per hour. The rates set forth above shall be effective on the Effective Date. These contributions shall be due on the 10th day of the month following the month in which work is performed. The Employer shall be bound to the Participation Agreement executed by the NECA Chapter with the Fund containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized and these contribution rates shall be those required under of this Agreement.

(3) Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 1. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 1. In addition, when the CE or CW employee attains Journeyman status and becomes eligible under the Inland Empire Electrical Trust Welfare Fund coverage will immediately cease under the NECA/IBEW Family Medical Care Trust Fund.

(4) All Employers employing CE or CW employees are bound by the Participation Agreement between the NECA/IBEW Family Medical Care Trust

Fund and NECA. The NECA/IBEW Family Medical Care Trust Fund may terminate this Participation Agreement at any time, in which case contributions may no longer be made to the NECA/IBEW Family Medical Care Trust Fund under this Agreement. The NECA Chapter may terminate the Participation Agreement at any time after the longer of three years following the Effective Date of this Section or the expiration of this collective bargaining agreement by providing written notice to the NECA/IBEW Family Medical Care Trust Fund by certified mail received by the NECA/IBEW Family Medical Care Trust Fund more than 60 days prior to the first of the month for which contributions and payroll deductions would be due for employees under this Agreement absent the termination notice. The Employer shall remain bound to the independent requirements to make contributions under the terms and in the amounts set forth in the then current Participation Agreement even if this collective bargaining agreement has expired.

(5) The Employers adopt and agrees to be bound by all the terms and provisions of the Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employers were original parties. The Employers acknowledge receipt of these documents. The Employers designates the Employer Trustees of the Fund as their representatives on the Fund. The Employers agree to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreements.

AGREED this ____ day of _____, 20__.

IBEW LOCAL UNION NO. 112

D. Pete Maub

Inland Empire CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

David A Chally

PARTICIPATION AGREEMENT FOR IBEW LOCAL 280 BARGAINING UNIT
EMPLOYEES of Pacific Cascade CHAPTER NECA

This is a written agreement, entered pursuant to Section 302(c) of the Labor Management Relations Act of 1947, 29 U.S.C. § 186(c), and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq., between Pacific Cascade Chapter National Electrical Contractors Association (hereinafter "NECA" or "NECA Chapter") on behalf of the Employers ("Employers") bound to the Collective Bargaining Agreement between Local 280 IBEW and the NECA Chapter. The purpose of this Agreement is to permit the above-referenced Fund to receive contributions and/or payroll deductions on behalf of eligible employees of the Employers defined in paragraph 1 of this Agreement, as of the Effective Date of July 1, 2010.

The terms of this Agreement are the following:

1. Beginning with the Effective Date set forth above, the Employers shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for CE and CW employees of the Employers who are part of the IBEW Local 280 bargaining unit.

2. The contributions required under this Agreement for each employee described in paragraph 1 shall be made, at the rates set by the Board of Trustees of the Fund. Currently the rate for CE and CW employees for Plan 1 coverage is \$4.00 per hour. The rates set forth above shall be effective on the Effective Date. These contributions shall be due on the 15th day of the month following the month in which work is performed. The NECA Chapter agrees to execute on behalf of the Employers the Participation Agreements containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized and these contribution rates shall be those required under of this Agreement. The NECA Chapter agrees to execute on behalf of the Employers the Participation Agreements Forms containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized and these forms shall be incorporated by reference as part of this Agreement.

3. Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 1. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 1. In addition, when the CE or CW employee attains Journeyman status and becomes eligible under the Harrison Health & Welfare Fund coverage will immediately cease under the NECA/IBEW Family Medical Care Trust Fund.

4. The NECA/IBEW Family Medical Care Trust Fund may terminate this Participation Agreement at any time, in which case contributions may no longer be made to the NECA/IBEW Family Medical Care Trust Fund under this Agreement or any collective bargaining agreement requiring contributions to the Fund. In the event the Trustees of the NECA/IBEW Family Medical Care Trust Fund terminate and then

reinstate this Agreement, they may elect to condition reinstatement of participation for employees described in paragraph 1 on any terms and conditions they, in their sole discretion, deem appropriate. These conditions may include full payment of all delinquent contributions for bargaining unit and non-bargaining unit employees, liquidated damages and attorney's fees. These conditions may also include a restriction on the coverage of pre-existing conditions, to the extent permitted by controlling law. The NECA Chapter on behalf of the Employers may terminate the Participation Agreement at any time after the longer of three years following the Effective Date or the expiration of its collective bargaining agreement requiring contributions to the Fund by providing written notice to the NECA/IBEW Family Medical Care Trust Fund by certified mail received by the NECA/IBEW Family Medical Care Trust Fund more than 60 days prior to the first of the month for which contributions and payroll deductions would be due for employees under this Agreement absent the termination notice. The Employers shall remain bound to the independent requirements to make contributions under the terms and in the amounts set forth in this Participation Agreement even if their collective bargaining agreement has expired.

5. Except to the extent otherwise required under applicable law, no return of contributions will ordinarily be available for contributions made for mistake of fact or law, due to the extension of benefits and privileges under these Funds resulting from the involved contributions.

6. The Employers adopt and agree to be bound by all the terms and provisions of the Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employers were an original party. The Employer acknowledges receipt of these documents. The Employers designate the Employer Trustees of the Fund as its representatives on the Fund. The Employers agree to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreements.

Oregon-Pacific Cascade CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

NECA/IBEW FAMILY MEDICAL CARE
TRUST FUND

BY:  _____

BY: _____

BY: _____

AMENDMENT BY CONSENT TO THE INSIDE AGREEMENT
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 280 AND Oregon-Pacific Cascade CHAPTER, NATIONAL
ELECTRICAL CONTRACTORS ASSOCIATION

Pursuant to Section 1.03 of the Inside Agreement, International Brotherhood of
Electrical Workers Local Union 280 (hereinafter Local 280) and
Oregon-Pacific Cascade Chapter, National Electrical Contractors Association (hereinafter
Oregon-Pacific Cascade NECA or NECA Chapter), mutually consent to change the Inside
Agreement, effective July 1, 2010 as follows, and to submit this amendment to the
International Office of the IBEW for approval and the National Office of the National
Electrical Contractors Association, Inc. for review:

Effective July 1, 2010, Section VI.1a is added to read as follows:

(1) Effective July 1, 2010, the Employer shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all CE and CW employees who are part of the bargaining unit.

(2) The contributions required under this Agreement for each employee described in paragraph 1 shall be made, at the rates set by the Board of Trustees of the Fund. Currently the rate for CE and CW employees for Plan 1 coverage is \$4.00 per hour. The rates set forth above shall be effective on the Effective Date. These contributions shall be due on the 15th day of the month following the month in which work is performed. The Employer shall be bound to the Participation Agreement executed by the NECA Chapter with the Fund containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized and these contribution rates shall be those required under of this Agreement.

(3) Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 1. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 1. In addition, when the CE or CW employee attains Journeyman status and becomes eligible under the Harrison Health & Welfare Fund coverage will immediately cease under the NECA/IBEW Family Medical Care Trust Fund.

(4) All Employers employing CE or CW employees are bound by the Participation Agreement between the NECA/IBEW Family Medical Care Trust

Fund and NECA. The NECA/IBEW Family Medical Care Trust Fund may terminate this Participation Agreement at any time, in which case contributions may no longer be made to the NECA/IBEW Family Medical Care Trust Fund under this Agreement. The NECA Chapter may terminate the Participation Agreement at any time after the longer of three years following the Effective Date of this Section or the expiration of this collective bargaining agreement by providing written notice to the NECA/IBEW Family Medical Care Trust Fund by certified mail received by the NECA/IBEW Family Medical Care Trust Fund more than 60 days prior to the first of the month for which contributions and payroll deductions would be due for employees under this Agreement absent the termination notice. The Employer shall remain bound to the independent requirements to make contributions under the terms and in the amounts set forth in the then current Participation Agreement even if this collective bargaining agreement has expired.

(5) The Employers adopt and agrees to be bound by all the terms and provisions of the Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employers were original parties. The Employers acknowledge receipt of these documents. The Employers designates the Employer Trustees of the Fund as their representatives on the Fund. The Employers agree to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreements.

AGREED this 22ND day of July, 2010.

IBEW LOCAL UNION NO. 280

Jim New

Oregon-Pacific Cascade CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

[Signature]