

**SCHEDULE 3A**

**TO THE  
NINTH DISTRICT SOUND AND  
COMMUNICATION AGREEMENT**

**AND THE  
SOUTHWEST OREGON ADDENDUM**

**BETWEEN THE**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION #280**

**AND THE**

**OREGON PACIFIC-CASCADE CHAPTER**

**NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

**January 1<sup>st</sup>, 2021 – December 31<sup>st</sup>, 2021**

## NORMAL CONSTRUCTION LABOR MARKET

“Normal construction labor market” is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which normal labor 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 north-east corner of Coos County to the southeast 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 areas under the Davis-Bacon Act to which the Agreement applies.

### 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, between jobs and from the job to the shop.

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

### PREMIUM PAY

When required to report to the job in either the employees’ vehicle or the employers’ vehicle, the following sections apply:

1. When employees’ travel is in excess of 65 miles, premium pay shall be paid by the following table:

<b>Distance Traveled</b>	<b>Amount of Premium Compensation</b>
0-65 miles	No compensation
66-80 miles	\$2.00 per hour, maximum of 8 hours
81-100 miles	\$4.00 per hour, maximum of 8 hours
101-120 miles	\$6.00 per hour, maximum of 8 hours
121-140 miles	\$8.00 per hour, maximum of 8 hours
141-160 miles	\$10.00 per hour, maximum of 8 hours
161-180 miles*	\$12.00 per hour, maximum of 8 hours

\*Increase travel premium is \$2.00 for each additional 15 miles traveled

2. The 65 miles, and travel beyond the 65 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 days of travel.
4. 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.

## **WORK HOURS**

By mutual consent of the employer and the union, the work day/week may be adjusted for specific instances.

## **FOUR-TENS**

The employer, with 24-hour prior notice to the Union, may institute a workweek consisting of four (4) consecutive ten (10) hour days, Monday through Thursday or Tuesday through Friday with one-half (1/2) hour allowed for a lunch period. Swing and graveyard shifts shall be permitted at the appropriate wage rate.

The selected workweek may be shifted if a holiday falls on either Monday or Friday to accommodate a 40-hour schedule that week. Split workweeks for holidays that fall on days other than Monday or Friday shall be permitted.

Payday shall be on the fourth day of the workweek.

## **COMMERCIAL MAINTENANCE AND COMMERCIAL RENOVATION SHIFT**

In situations where work is to be performed in existing occupied facilities (schools, retail stores, office buildings, banks and similar facilities), and the employer/customer determines it is impractical for work to proceed during regular business hours, the employer, with mutual agreement from both parties, may request employees work any eight (or ten) hours in a 24-hour period as follows:

The contractor may utilize the four-tens schedule as referenced in the Agreement so long as no other shift is established.

## **HOLIDAYS/OVERTIME**

All work performed outside of the regularly scheduled working hours shall be paid at one and one half times the straight time hourly rate, except Sundays and holidays. Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day shall be paid at double the straight time rate of pay. When a holiday falls on the sixth (6<sup>th</sup>) 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 (7<sup>th</sup>) consecutive day of the workweek, the following day shall be observed as the holiday and paid at the double time rate.

All employees called for duty outside of the regular working hours for emergency repair work, callback work or service work shall receive a minimum of two (2) hours compensation at the appropriate rate.

## **FOREMAN/GENERAL FOREMAN**

On all jobs requiring five (5) or more Journeymen Technician, one shall be designated as foreman by the Employer. When ten (10) or more Journeymen Technicians are employed on the job, an additional foreman shall be designated by the Employer. When twenty (20) or more journeymen Technicians 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. On jobs requiring Foremen, such Foremen shall not supervise more than one (1) shift or job.

Never shall the ratio of foremen to employees exceed a ratio of one (1) Forman per ten (10) collective bargaining employees per project.

## **FOREMAN CALL BY NAME**

The employer shall have the right to call foreman by name provided:

- a. The employee has not quit his/her 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 request, the Business Manager shall refer said foreman provided the name appears on the highest priority group.
- c. When an employee is called as foreman, he/she must remain as a foreman for one thousand (1,000) hours or must receive a reduction in force.
- d. If an applicant has not worked under the terms of the Sound and Communication Collective Bargaining Agreement for a period of one (1) year in the last four (4) years, they may not be called out as a foreman unless the parties mutually agree.

## **REFERRAL PROCEDURE**

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.

Applicants referred for employment by the Union who are rejected by the Employer shall receive a stipend equal to two (2) times the straight time Sound and Communication journeyman rate of pay unless the applicant does not possess the necessary skills or qualification to perform the required work or there has been a recorded disciplinary action by the Employer against the applicant during the last four years. Disputes arising under this paragraph shall be resolved by mutual agreement of the parties.

## **TECHNICIAN RECALL**

An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

1. The former employee is in the highest-level Group on the referral list containing applicants available for work, regardless of the individual's position on the list.
2. The recall is made within 90 days from the time of layoff.
3. The former employee has not quit his most recent employer under this agreement within the two weeks prior to the recall request.
4. The former employee is not an apprentice.

### **HIRE OFF STREET**

If the union is unable to refer applicants to meet the calls of the Employer with forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, the Employer can hire off the street, provided the employee meets the qualifications. The new hire will be referred to the union for membership and, provided the employee passes the 9<sup>th</sup> District Sound & Communication test, shall remain an employee of the employer

### **DIRECT DEPOSIT**

With written authorization from the employee, the employer may pay wages directly to the employee's bank account. Wages must be in the account no later than quitting time on Friday or the last work day of the week if working 4-10's. Wages may also be paid by mail with the employee's written consent. If wages are paid by mail, the check must be delivered to the employee's residence no later than Thursday. If the employee wishes to terminate either pay by mail or direct deposit and receive his/her check directly, it must be done in writing.

### **WORK TOOLS**

The workmen shall not transport employer's tools and equipment in their vehicles except by mutual consent of the employer and the union, to serve minor repair and limited to one box of wire or a small device or small parts where the total weight shall not exceed 10 pounds.

#### **Tool List**

All employees shall provide themselves with an adequate set of hand tools. As a minimum, each employee shall have the following in good repair:

- 1 tool container (bag, box, bucket, tool pouch, etc.)
- 1 punch-down tool (blades to be supplied by contractor)
- 1 adjustable hacksaw frame (blades to be supplied by contractor)
- 1 claw hammer
- 1 pair Channel lock pliers (420/430 or equal)
- 1 wire stripper or scissors
- 1 pair Diagonal pliers
- 1 pair long nose pliers
- 1 8" adjustable wrench (Crescent or equal)
- 1 Allen wrench set
- 1 small-tip flat screwdriver
- 1 medium-tip flat screwdriver
- 2 Phillips screwdrivers (#1 and #2)
- 1 center punch or awl

- 1 set nut drivers or 1/4" socket set
- 1 torpedo level
- 1 sheetrock saw
- 1 steel tape measure
- 1 flashlight
- 1 digital \* (Fluke 110 series, model 111/112 or equivalent)
- 1 tone Generator

\*Apprentices will be required to have this tool after they have completed 1000 hours of on the job training.

Each employee shall provide an employer-verified inventory of his tools 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.

### **WAGES**

<b>Effective Dates</b>	<b>01-01-21</b>
Sound and Communication Technician	\$34.93
Foreman – 110%	\$38.42
General Forman	\$41.92

#### APPRENTICESHIP PERCENTAGES

1 <sup>st</sup> period.....	0 to 1,000 hours.....	55%
2 <sup>nd</sup> period.....	1,001 to 2,000 hours.....	60%
3 <sup>rd</sup> period.....	2,001 to 3,000 hours.....	65%
4 <sup>th</sup> period.....	3,001 to 4,000 hours.....	70%
5 <sup>th</sup> period.....	4,001 to 5,000 hours.....	75%
6 <sup>th</sup> period.....	5,001 to 6,000 hours.....	85%

### **FRINGE BENEFITS**

<b>Benefit</b>	<b>1/1/2021</b>
Health & Welfare	\$8.95 per hour
NEBF	3% of gross
Cascade Pension	\$2.70 per hour
District 9 Pension	\$2.75 per hour
Apprenticeship and Training	\$0.55 per hour

### **PREVAILING WAGE**

On all electrical work for new construction, remodel and maintenance, where a "prevailing wage" rate has been established by a governmental agency, the collective bargaining agreement rate for wages and benefits at the time of the bid documents shall be the established rate with the above applicable percentages for foremen and apprentices will apply for the duration of the job.

## **CREDIT UNION DEDUCTION**

The Employer agrees to withhold an amount as designated by the Employee and shall deposit that amount in an account at the IBEW Federal Credit Union on or before the fifteenth (15<sup>th</sup>) of each month. The Credit Union shall establish an account for each Employee and credit each account as reported.

## **FRINGE BENEFIT COLLECTION POLICY**

Employer contributions to employee benefit Trust Funds and contributions to the Apprenticeship and Training Trust are due and payable on or before the 15<sup>th</sup> day of each month covering the hours worked by each employee through the last full payroll period in the prior calendar month. Each Employer shall file a monthly report for each contribution or fringe benefit in the form established, therefore. A report shall be filed, regardless of whether or not the Employer employed any covered employees in the period covered by said report, and a report indicating no contributions shall constitute a certification by the Employer that there were no contributions owing for the period covered by the report.

Any Employer who fails to file a report or pay contributions by the 20<sup>th</sup> 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 earning 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 which is delinquent in the payment or reporting of contributions shall be liable for liquidated damages and for damages for loss of earnings and related administrative and collection 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 the 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 established from time to time by the Trustees of the various Trusts providing the fringe benefits, with respect to any collection procedure for delinquent contributions; provided, however, this Agreement or the applicable Trust Agreement shall control to the extent of any direct conflict with such collection procedures. Each Employer without prior participation and contribution history to the Trust Funds 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 employ of a delinquent Employer provided advance notice to the delinquent Employer of not less than seventy-two (72) hours is given of such proposed action. Such removal of employees and the cessation of work by the employees of any such delinquent Employer shall continue until the administrator or collecting agent of the applicable trust involved confirms that no amount remains owing to said fund by said Employer.

### **DISTRICT NO. 9 PENSION**

Each employer who is bound by the Schedule 3A Sound and Communication Agreement agrees that the Agreement and Declaration of Trust of the District No. 9 Pension Trust as amended August 1, 1994, shall continue in full force and effect during the term of the Schedule 3A Sound and Communication Agreement, and agrees to be bound by the terms of the District No. 9 Pension Trust Agreement.

Each employer who is a party hereto or who agrees to be bound by the terms hereof, shall make payment on a monthly basis to the Trustees of the District No. 9 Pension Trust for each hour of work which is a covered hour under the terms of the Schedule 3A Sound and Communication Agreement to which it is attached, at the rate of \$2.75 per hour worked for all employees. Payment of contributions and reporting by the employer shall be on the terms and conditions provided for in Article "Fringe Benefit Collection Policy" of Schedule 3A Sound and Communication Agreement.

\* These amounts may change; see Article "Fringe Benefits."

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 the District No. 9 Pension Trust Agreement.



Employers who fail to remit regularly shall be subject to having the Schedule 3A Sound and Communication Agreement terminated upon seventy two-hour notice in writing being served by the Union, provided the employer fails to show satisfactory proof that delinquent payments have been paid to the designated collecting agent for the District No. 9 Pension Plan. The failure of any employer to comply with the applicable provisions of the District No. 9 Pension Plan shall constitute a breach of the Schedule 3A Sound and Communication Agreement.

### **QUIT LANGUAGE**

Any worker laid off or discharged shall be paid wages immediately. If he/she quits without forty-eight (48) hours notice, all wages are due within five (5) days, excluding weekends and holidays, or on the next regularly scheduled payday, whichever comes first.

### **CERTIFIED TRAINING LANGUAGE**

When an employer's expense for certified training is above \$2,000 per certification, the Employer may request an employee reimburse the Employer for the certification cost not to exceed \$4,500. The employee and employer shall execute mutually acceptable contract.

If an employee leaves employment voluntarily within ten (10) months of receiving certification training, the employee will reimburse the employer on a pro-rate vs. time employed basis for the certification expense incurred, unless the employer no longer pursues the market the employee was certified in, at which time the employee is no longer liable for the expense. Further, it is agreed that over a period of four weeks, if an employer cannot provide 140 hours of employment, the employee may receive a reduction in force rather than a voluntary quit.

This request to reimburse the Employer cannot be made if the employee must leave employment due to a health or family issue.

The employee also has the right to turn down education and certification requests from the employer.

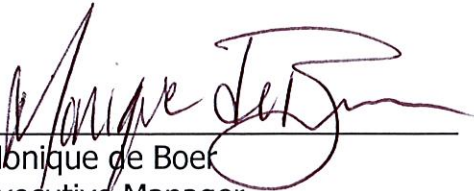
If a dispute is filed regarding this Article, it shall be referred to the Labor Management Committee.


## SEPARABILITY CLAUSE

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

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 on the 5 day of January, 2021

  
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Monique de Boer  
Executive Manager  
Oregon Pacific-Cascade, NECA

  
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