

ORIGINAL

**MEMORANDUM OF UNDERSTANDING
BETWEEN
IBEW LOCAL UNION NUMBERS 280, 659 AND 932
AND
THE OREGON PACIFIC-CASCADE CHAPTER, NECA
REGARDING THE
SOUTHWESTERN OREGON ADDENDUM
TO THE
NINTH DISTRICT SOUND AND COMMUNICATION AGREEMENT
JULY 2005**

Whereas, there exists a current and continuing Agreement between the parties

And Whereas, the Cascade Trust attorney has recommended that the Collective Bargaining Agreement be modified to reflect the change in the interest rate by the adoption of the attached document (doc 92203)

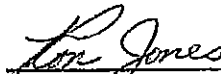
And Whereas, the parties have agreed to incorporate the Category I LMCC enabling language into the SWOA also attached to this document

Therefore be it resolved that the parties agree to make these two changes to the Southwest Oregon Addendum

Date this 5th day of July 2005



Dennis D. Caster
Business Manager LU 280



Ron Jones
Business Manager LU 659



Robert Westerman
Business Manager LU 932



R. Terry Hatch
Executive Manager NECA

PAYMENT, REPORTING AND COLLECTION OF TRUST FUND CONTRIBUTIONS

Employer contributions to employee benefit trust funds and contributions to the apprenticeship and training trust 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, 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 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 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 trust 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 the employ of a delinquent employer provided advance notice to the delinquent employer of not less than seventy-two (72) hours is given of such proposed action. Such removal of employees and the cessation of work by the employees of any such delinquent employer shall continue until the administrator or collecting agent of the applicable trust involved confirms that no amounts remain owing to said fund by said employer.

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

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

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

9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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.

Each employer shall contribute _____ . 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 _____ Chapter, NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.