

9th District Sound & Communications Agreement

ADDENDUM 3 (C)

January 1, 2024 – December 31, 2026

This Addendum shall take effect January 1, 2024 and remain in effect until December 31, 2026, unless otherwise specifically provided herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

The following rates of pay and conditions are in effect in the Local Union jurisdictions as outlined below:

Local 932 Oregon:

The Geographical Area covered by this Schedule shall be the jurisdiction of IBEW Local Union 932 as determined by the Bylaws of IBEW Local Union 932 which reads:

“Coos, Curry, and Lincoln Counties and those portions of Lane and Douglas Counties lying west of a line running north and south from the northeast corner of Coos County to the southeast corner of Lincoln County.

The Journeyman wage rate shall be 81% of the Local 932 Inside Agreement Journeyman wage rate. The following minimum hourly rates of pay shall be effective on the following dates:

	Journeyman	(110%) Foreman
1/1/24	\$40.52	\$44.57
7/1/24	\$41.17	\$45.29
1/1/25	An additional amount based on the distribution of the Inside increase.	
1/1/26	An additional amount based on the distribution of the Inside increase.	

Apprentices:

		1/1/24	7/1/24
1 st	55%	\$22.29	\$22.64
2 nd	60%	\$24.31	\$24.70
3 rd	65%	\$26.34	\$26.76
4 th	70%	\$28.36	\$28.82
5 th	75%	\$30.39	\$30.88
6 th	85%	\$34.44	\$34.99

Fringe Benefits are listed as follows:

Benefit	1/1/24	7/1/24	
Health & Welfare	\$10.25	\$10.25	
LMCC	\$.06	\$.06	
NLMCC	\$.01	\$.01	
NEBF – 3%	\$1.22	\$1.24	
Cascade Pension **	\$9.11	\$9.46	
Apprenticeship Trust	\$1.00	\$1.00	

** Additional amounts will be added on 1/1/25 and 1/1/26 based on the distribution of the Inside increases.

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

OVERTIME: Monday through Friday, the first two hours of overtime performed outside of the regularly scheduled working hours shall be paid at one and one half (1 ½) times the straight time hourly rate of pay, all additional overtime shall be paid at Double the straight time rate of pay. The first eight (8) regularly scheduled working hours on Saturday shall be paid at one and one-half (1 ½) times the straight time hourly rate. All additional overtime shall be paid for at double the straight time rate of pay. All work performed on Sunday shall be paid at double the straight time hourly rate of pay.

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

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

The employer shall have the right to reject any applicant for employment for proper cause. Upon rejection, the employee will be provided with a termination slip, with the reason for rejection.

No preemployment background checks will be conducted to determine eligibility of employment or continued employment unless required by law (i.e. TWIC) or customer

request. Any such background check shall consist solely of a criminal history check.

An applicant becomes an employee upon reporting to work.

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

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

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

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

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

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

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

Travel

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

Zones	Personal Vehicle	Company Vehicle
0-40	0	0
41-50	\$7 per hour	\$2.75 per hour
51-60	\$8 per hour	\$3.25 per hour
61 +	\$Subsistence	Subsistence

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

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

Subsistence

When employees are required to report to jobs 61 miles or further from their assigned shop, or are required to stay away from their employer's permanent shop overnight, they shall be paid a per diem of \$150.

Any employee that terminates their own employment via layoff or quit, and has worked less than 4 hours will receive \$75.00 per diem.

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

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

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

on the highest priority group.

- C. When an employee is called as a foreman he must remain as a foreman for 1000 hours or must receive a reduction in force.

Foreman Ratios:

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

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

Reverse Book Layoff:

When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this group, then those in Group II, and then those in Group I.

Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.

Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate group in paragraph (a) above.

Commercial Maintenance and Commercial Renovation Shift Provision:

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

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

Certified Training:

If an employee requests that an employer pay for certified training and when an employer's expense for certified training is above \$1,000 for that certification, the employee and the employer may execute an IBEW Local Union 932 approved agreement requiring an employee to reimburse the employer for the certification costs if:

1. The employee voluntarily leaves employment within 10 months of receiving certification.
2. The employee was working full time and could reasonably expect to continue to work full time.
3. The employer continues to pursue the "market" the employee was certified in.

Reimbursement under this rule shall be on a pro rata vs. time employed basis for the actual certification costs (excluding wages). Not to exceed \$5,000.

On all jobs where 20 or more employees are required to report to the jobsite for work each day, adequate parking shall be provided for by the employer. Adequate parking shall mean in close proximity to the jobsite requiring less than five minutes walking distance to the project. If parking is unavailable the employer shall provide alternative means such as park and ride to the job site. If park and ride is mandatory to meet the requirements of this section then compensable time will begin when boarding provided transportation.

Employers shall furnish a dry, climate-controlled area for change-house and/or lunch-room, when 10 or more workers are requested to report to a job of twenty (20) consecutive working days or more. Such area shall not be used for the storage of tools and materials.

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

On-Call Compensation:

An employee on on-call duty shall not be required to remain at home, but shall be available for contact by the Employer-provided cellular phones and pagers at all times and shall be

readily available and fit to report to work when called.

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

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

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

Employees will be allowed sufficient time during normal break periods to express breast milk. These break periods shall be at least 30 minutes. A location to express breast milk shall be provided. The location shall be a private location within close proximity to the employees work area. It shall be lockable, concealed from view, and without intrusion by other employees or the public. Such locations shall not be a toilet.

Specialized/technical search & rescue operations: An employee shall be allowed to take a leave of absence to participate, at no cost to the employer, in a search or rescue operation within the jurisdiction of IBEW Local 932, at the request of any law enforcement Agency, Fire Department, the Director of the Department of Aviation, the United States Forest Service, or any certified organization for Civil Defense for a period of no more than 1 day for each operation. The employee, upon returning to duty at the employer, will provide to the employer documented evidence of participation in the search or rescue operation.

Emergency conflagration declarations: Upon request of an employee who is a volunteer firefighter of a rural fire protection district or a firefighter employed by a city or a private firefighting service to perform service pursuant to ORS 476.510 to 476.610, the employee shall be granted a leave of absence by the employer until release from such service permits the employee to resume the duties of employment. The regular employment position of an employee on leave of absence under this section shall be considered vacant only for the period of the leave of absence. The employee shall not be subject to removal or discharge from such position as a consequence of the leave of absence. Upon the termination of a leave of absence under this section, the employee shall be restored to the employee's position or an equivalent position by the employer without loss of seniority, vacation credits, sick leave credits, service credits under a pension plan or any other employee benefit or right that had been earned at the time of the leave of absence. An employer is not required to pay wages or other monetary compensation to an employee during a leave of absence under this subsection.

Employees shall not be required to incur any costs associated with driving, storing, maintaining, operating, fueling, or parking an employer-provided vehicle (including

electric vehicles). Any such costs incidentally incurred shall be fully reimbursed by the employer.

No employee shall be required to use their personal phone for the conduction of employer-related business. Incidental communication for dispatch, safety, or in emergencies is allowed.**

** Informational note only: using a personal phone for company business may potentially expose you to privacy and/or legal issues.

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 \$0.01 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.

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.

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.

Oregon Coast Electrical PAC Fund:

The employer agrees to deduct and forward to the financial secretary of Local Union 932, \$0.10 per hour from the pay of each member for the Oregon Coast Electrical PAC fund.

Fringe Benefits:

NEBF:

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946,

as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

Health and Welfare:

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

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

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

Individual Employers who fail to remit as provided above shall be additionally subject to having their employees terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that

the required payments have been made to the Harrison Electrical Workers Trust Fund. The failure of an individual Employer to comply with the applicable provisions of the Health and Welfare Trust Agreement shall also constitute a breach of this Labor Agreement.

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, 1975, shall continue in full force and effect during the term hereof and agrees to be bound by the terms of such Cascade Trust Agreement.

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

Cascade Pension rate shall be 81% of the 932 Inside Agreement Cascade Pension rate.

(a)	1/1/24	7/1/24
	\$9.11	\$9.46

1/1/25 An additional amount based on the distribution of the Inside increase.

1/1/26 An additional amount based on the distribution of the Inside increase.

Collection Policy Language:

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

Any employer who fails to file a report or pay contributions by the 15th calendar day of the month following the month in which the work was performed shall be considered delinquent and in violation of this Agreement. Legal action may be brought by the appropriate parties to enforce collection and/or reporting without resort to arbitration. Delinquent employers shall be liable for all reasonable attorney fees, court costs and other expenses incurred in the enforcement of any applicable trust agreement or collection from such employer plus liquidated damages and lost earnings charges provided below. Each employer shall make available applicable books and records for the purpose of auditing same to

determine the amount of the employer's liability, and shall pay the expenses of the audit if any delinquencies are found under the guidelines of any of the applicable trust agreements. An action to collect contributions may be brought in the name of the respective trust fund, Trustees, the Trustees who compose the trust funds' joint Audit Committee, or any other assignee or agency designated by said Trustees. Each employer agrees to, and shall be bound by, the terms of the Trust Agreement for each trust fund to which contributions are allowed or required hereunder.

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

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

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

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

Accordingly, in light of the anticipated harm caused by late payment or nonpayment of contributions and withholdings, the difficulties of proof of loss, and the

inconvenience or non-feasibility of otherwise obtaining an adequate remedy, the parties agree, that a delinquent employer shall be liable for all liquidated damages delinquency charges specified herein with respect to all contributions and withholdings not paid by the delinquency date.

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

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

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

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

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

Article X Safety

X.1 There shall be a Joint Safety Committee consisting of three members representing the

Chapter and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. Such rules and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

- X.2 It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.
- X.3 Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Chapter and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.
- X.4 Neither the Union, nor any member of the Committee, nor any employee representative performing safety- or health-related functions under this Agreement, shall be liable to any Employer, to any employee, or to any other person for any act or failure to act in the capacity of an employee representative or committee member.
- X.7 No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.
- X.8 The Employer shall furnish all safety equipment, including hard hats and steel-toed shoes when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.
- X.9 Upon establishment by the JATC of a continuing education course on the topic of Electrical Safety in the Workplace based on National Fire Protection Association publication 70E (NFPA 70E), the Employer shall direct a designated shop safety lead person and/ or an owner, to attend this course at least once per 3-year NFPA 70E update. Course fees and class attendance hours shall be paid by the Employer (who will be reimbursed by the LMCC at cost) at the prevailing rate established in this Agreement. This provision shall not apply to one-man shops.”
- X.10 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Subject to IBEW approval.

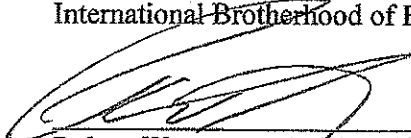
Signed this 26th day of January, 2024

Sunset Division, Oregon Pacific-Cascade Chapter
National Electrical Contractors Association



Monique DeBoer, Executive Manager

Local Union 932
International Brotherhood of Electrical Workers



Robert Westerman, Business Manager