

MEMORANDUM OF UNDERSTANDING

BETWEEN

IBEW LOCAL UNION 280

AND THE

OREGON PACIFIC-CASCADE CHAPTER, NECA

INSIDE AGREEMENT (1/1/2023 THROUGH 12/31/2025)

CHANGE DUE TO MEMORANDUM ISSUED BY NECA NATIONAL & IBEW  
INTERNATIONAL OFFICES DATED NOVEMBER 8, 2024, RE: UPDATED CATEGORY I  
LANGUAGE – REFERRAL

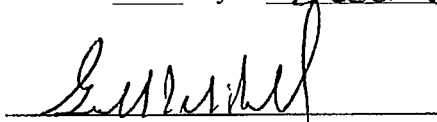
EFFECTIVE JANUARY 1, 2025

Both parties have agreed to modify Section V.6 (Journeyman Wireman – Journeyman Technician) to the following language:

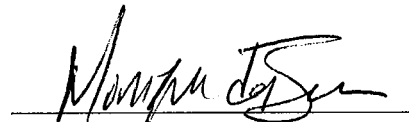
Group I – All applications for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, or have at least twelve thousand (12,000) hours experience in the trade, and, who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

Group II – All applicants for employment who have four or more years' experience in the trade who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee or have at least twelve thousand (12,000) hours experience in the trade.

Dated this 17<sup>th</sup> day of December 2024.



Gerald L. McDonald  
Business Manager  
IBEW Local Union 280



Monique de Boer  
Executive Manager  
Oregon Pacific-Cascade, NECA

**Inside Agreement**

**Between**

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

**And**

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

**1/1/2023 through 12/31/2025**

**Updates to the 2023 contract with only wages and benefits added 12/20/2023.**

## **AGREEMENT**

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

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Cascade Division, Oregon Pacific-Cascade Chapter, of NECA and the term "Union" shall mean Local Union No. 280, IBEW.

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

## **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in the industry means a mutuality of confidence between the Employer and the Union. All will benefit by a continuous peace and by adjusting any difference by rational common-sense methods.

It is the policy of the Employer and the Union not to discriminate against any employee because of race, color, age, sex, national origin, handicap, or membership/non-membership in a labor organization.

Now hereinafter by and in consideration of the mutual promises and agreement herein contained, the parties hereto agree as follows:

## **ARTICLE I**

### **Effective Date - Changes - Grievances - Disputes**

- I.1 **EFFECTIVE DATE:** This Agreement shall take effect **January 1, 2023**, and shall remain in effect until **December 31, 2025**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

- I.2a **CHANGE/TERM:** Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- I.2b **NOTICE/CHANGES:** Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- I.2c **NOTICE/EXISTING AGREEMENT:** The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- I.2d **CIR/SUBMISSION:** Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- I.2e **CIR/SETTLEMENT:** When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- I.2f **NOTICE/TERMINATION:** Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.
- I.3 **AMENDMENTS:** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

- I.4 **NO STRIKE CLAUSE:** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.
- I.5 **LABOR MANAGEMENT COMMITTEE:** There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.
- I.6 **GRIEVANCES/DISPUTES/CIR:** All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.
- I.7 **LABOR MANAGEMENT COMMITTEE STRUCTURE:** All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.
- I.8 **FAILURE TO RESOLVE:** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.
- I.9 **STATUS QUO:** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**ARTICLE II**  
**Employer Rights - Union Rights**

- II.1 **EMPLOYEES SHALL NOT BECOME CONTRACTORS:** No applicant or employee, while remaining subject to employment by employers operating under this Agreement, shall become a contractor or be recognized as a contractor for the performance of any electrical work.
- II.2 **FAVORED NATION CLAUSE:** The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.
- II.3 **RECOGNITION CLAUSE:** The employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment. Any and all employees shall receive at least the minimum wages and other conditions of employment.
- II.4 **UNION SECURITY CLAUSE:** All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.
- II.5 **SYMPATHY STRIKE:** This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members and/or employees from jobs when the Union or its proper representatives decide to do so; but no removal shall take place until 72 hours' notice (**if possible**) is first given to the employer involved.
- II.6 **SECURE WORK AREA:** When such a removal takes place, the Union or its representatives shall direct the member and/or employees on such job to carefully put away all tools, materials, equipment, or other property of the employer, in a safe manner. The Union shall be financially responsible for any loss to the employer for neglect in carrying out this provision, but only when a safe place is provided for these by the employer.

**II.7 UNION STEWARDS:** The Union shall have the right to appoint one (1) employee from the shop as a steward at any shop or on any job where workmen are employed under the terms of the Agreement. The employer will be notified in writing the name of such steward. Such steward shall see that this Agreement and working rules are observed and he shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances shall the employer dismiss or otherwise discriminate against any employee making a complaint or giving evidence with respect to an alleged violation or any provision of this Agreement.

On jobs with fifty (50) or more employees the Steward shall be paid 110% of the Journeyman rate of pay. The steward shall have or receive approved steward training within 60 days of dispatch or assignment.

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

The Business Manager may refer individuals as a specialty call off of the out-of-work list as a Code of Excellence Steward to go to any job that is estimated to employ 15 workers or more. This shall be done by mutual agreement and in concert with the employer of said job.

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

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

**II.8 ANNULMENT/SUBCONTRACTING:** The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement

by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

**II.9 MANAGEMENT RIGHTS:** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

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

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



2. The employer shall have the name of his firm in easily visible letter or signs on all equipment used to transport men or materials and such signs shall be placed in a permanent manner.
3. The employer shall have and maintain suitable financial status to meet payroll and fringe benefit requirements contained in this Agreement. Failure to promptly pay fringe benefits shall be just cause to invoke the penalty clause relating to fringe benefit payments.
4. For all employees covered by this Agreement, the employer shall carry worker's compensation insurance with a company authorized to do business in this state, Social Security and other protective insurance as may be required by the law of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Division regardless of the number of employees.
5. The employer shall allow the Business Representative of the Union access to any shop or job at any reasonable time. The Business Representative shall abide by all safety and health rules and regulations that are in effect on any job site. The Employer shall, upon request of the Business Manager, allow said Business Manager to examine the employer's time and payroll records pertaining to the employees and/or workmen employed under the terms of this Agreement and shall furnish the Business Manager satisfactory proof of the payment of such funds upon the Business Manager's request.
6. The employer shall immediately file with the Union a photocopy of the Federal Report Form No. 941 for the period in question, should any question or dispute arise over hours or wages of any particular employee or employees covered by this Agreement.
7. Every employer shall carry bodily injury liability insurance with the limits of not less than \$100,000 for one person's claim and subject to \$300,000 for the claims of two or more persons in one accident. In addition, he shall carry property damage liability insurance of not less than \$100,000 per accident.

All vehicles furnished by the employer to be operated by the employees shall carry public liability and property damage insurance for the protection

of the employees in the amounts not less than \$100,000 and \$300,000. Every employer shall furnish proof of such coverage to the Union.

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

- II.11 **LOANING EMPLOYEES:** The employer shall not loan nor cause to be loaned any member and/or employee in his employ under the terms of this Agreement to another employer without first securing permission of the Union, and then only when applicants possessing the required skills are not available under the referral procedure.
- II.12 **NO SUBLETTING TO EMPLOYEES:** No employer shall directly or indirectly, or by any subterfuge, sublet or contract with members and/or employees of the Union all of or any part of the labor services required by any contract of such employer.
- II.13 **NO REBATES/COMP TIME:** No employer or employee under the terms of this Agreement or their agents, shall give or accept, directly or indirectly, any rebate on wages, including the accumulation or practice of "banking" hours to be used at a later date as compensatory or "comp" time. Employers found violating this provision by the Joint Labor-Management Committee shall be subject to having their Agreement terminated upon written notice thereof being given by the Union.

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

- II.14 **GRIEVANCE PROCEDURE:** All grievances and questions in dispute shall be filed within thirty (30) calendar days from the time that the alleged violation occurred (except for disputes pertaining to payment of wages and fringe benefits). All grievances or disputes not filed within the thirty (30) day period will be invalid. If a grievance is filed in a timely manner, the parties agree to meet within thirty (30) days of the filing date or the grievance will be considered a deadlock.
- II.15 **LMCC:** IBEW Local 280 and the Oregon Pacific-Cascade Chapter, NECA, will

form a Labor Management Cooperative Committee. The Presidents of the Local and the Chapter shall each appoint 3 people to form the committee. The Chapter Manager and Business Manager shall serve as ex officio members of the committee. The committee shall act as a forum for communication between the local parties and shall identify the areas that need change in the local area and how to provide the mechanisms and funding to implement them. The committee may become involved in local Quality Connection promotional activities, conduct market surveys where needed, hold industry meetings, and other efforts to enhance the NECA-IBEW image in the eyes of customers, employers, and the general public.

#### **II.16 LOCAL LABOR-MANAGEMENT COOPERATION FUND (LMCC):**

Subsection 1. The parties agree to participate in a Labor-Management Cooperation Fund, under 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.

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

Subsection 2. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Subsection 3. Each employer shall contribute ten cents (10¢) per hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Oregon Pacific-Cascade Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Subsection 4. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **II.17 NATIONAL LABOR-MANAGEMENT COOPERATION FUND (NLMCC)**

Section 1. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U. S.C. 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

- (1) To improve communication between representatives of labor and management.
- (2) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness.
- (3) To assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process.
- (4) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry.
- (5) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry.
- (6) To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees.
- (7) To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production.
- (8) To engage in public education and other programs to expand the economic development of the electrical construction industry.
- (9) To enhance the involvement of workers in making decisions that affect their working lives.
- (10) To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 2. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 3. Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Oregon Pacific-Cascade Chapter, NECA,

or its designee, shall be the collection agent for this Fund.

Section 4. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

- II.18 **FOREMAN CALL BY NAME:** The employer shall have the right to call a 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, they must remain as a Foreman for one (1) year or must receive a reduction in force.
  - d. If an applicant has not worked under the terms of the Inside collective bargaining agreement for a period of one (1) year in the last four years they may not be called out as a foreman unless the parties mutually agree.

- II.19 **JOURNEYMAN RECALL:** The employer shall have the right to recall Journeymen by name subject to the following conditions:
- a. The recall must occur within 120 calendar days of layoff or termination of the Journeyman from an extended call by that employer.
  - b. The recalled Journeyman must be on the out-of-work list and all other eligible applicants in higher priority referral groups have first had an opportunity to be referred.
  - c. Journeyman may be recalled at a ratio of 2:1 to journeyman hired by referral from the out-of-work list.
  - d. If the Employer lays off or terminates a journeyman hired by referral within 45

days of being hired, the next Journeyman hired by the Employer must be referred from the out-of-work list.

- e. Journeyman who quit employment are not subject to recall by any employer for four (4) weeks from the date of the quit.
- f. Journeyman shall not be recalled by a particular employer more than three in a calendar year.

### **ARTICLE III**

#### **Hours - Wage Payments - Working Conditions**

III.1 **WORK WEEK:** Eight (8) hours' work between the hours of 8:00 AM and 4:30 PM with thirty (30) minutes for lunch shall constitute a workday. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the workweek. Normal lunch period shall start at 12 Noon; however, circumstances beyond the control of the employer may necessitate the employee to start lunch at 12:30 PM. When employees are required to work through the noon hour (12:00 Noon to 1:00 PM), one-half (1/2) hour shall be paid at the double time rate and the employee shall be granted a thirty (30) minute lunch period immediately before the normal lunch period or as soon as practical thereafter. Breaks shall be provided as required by Oregon Administrative Rules Chapter 839 Division 20.

**EXCEPTION:** By mutual consent of the Local Union and the employer, the work day/week may be adjusted for specific instances.

**BREAK LANGUAGE:** There shall be a minimum of one (1) ten-minute break in the morning and one ten-minute break in the afternoon in an agreed upon area. Required break periods may be combined to create a single 20-minute break period, when established at the beginning of the job. However, periods between breaks shall not be longer than 3 hours.

III.2 **MEALS:** If workmen are asked to work unscheduled overtime beyond ten (10) consecutive hours (not including the regular one-half hour lunch period), there shall be a mandatory 15-minute break after ten (10) hours, and a ½ hour journeyman straight time wage per diem meal expense. Every four (4) hours afterwards (beginning with the fifteenth (15) hour) a hot meal on a ½ hour non-paid lunch will be provided with no option for cash in lieu of the meal.

III.3 **SHIFT WORK:** When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive day's duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

III.3 (a) **4-10's:**

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, Friday, or midweek to accommodate a 40-hour schedule that week. 4-10s language shall only apply on projects with a true 4-10s schedule. Any project working more than 4-10s shall automatically revert to 5-8s language.

**BREAK LANGUAGE:** There shall be a minimum of one (1) fifteen-minute break in the morning, and one fifteen-minute break in the afternoon in an agreed upon area.

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.

### III.3 (b) **Commercial Maintenance and Commercial Renovation Shift Provision:**

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 that it is impractical for work to proceed during regular business hours the employer with mutual agreement from both parties may request employees to work any eight or ten hours in a 24-hour period as follows:

The contractor may utilize the four-tens schedule as referenced in Article III.3 (a) so long as no other shift is established.

III.4 When employees have worked on one (1) shift at the overtime rate, they shall not go back to work at the regular straight time rate until relieved for a period of eight (8) hours.

III.5 (a) **TUNNEL WORK:** On all tunnels, there shall be a pre-job conference to establish the conditions of work and shift change conditions for the project.

III.5 (b) **LARGE PROJECTS:** On all projects in excess of 25,000 man-hours the

Contractor and the Business Manager or their designated representatives shall hold a pre-job conference to discuss conditions of work for the project and implementation of the Code of Excellence to promote the success of the project. Although Code of Excellence will be implemented on all projects regardless of the number of hours.

**III.6 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, Veteran's 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 (6th) consecutive day of a standard work week, the preceding day will be observed as the holiday and paid at the double time rate. When a holiday falls on the seventh (7th) consecutive day of the workweek, the following day shall be observed as the holiday and paid at the double time rate.

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

**III.7 LABOR DAY:** No work shall be performed on Labor Day unless permission is granted by the Business Manager of the Union who shall notify the employers' representative.

**III.8\* RATES OF PAY:** The minimum straight time rate of pay for the periods is as follows:

Effective	1/1/2023	\$51.67*
Effective	7/1/2023	Additional \$2.31 wage/pension**
Effective	1/1/2024	\$55.27*
Effective	1/1/2025	*\$2.00 wage/pension/NEBF/A&T
	(January 1, 2025)	
		*\$2.00 wage/pension/NEBF/A&T
	(July 1, 2025)	

\*If the unemployment rate for the State of Oregon listed on the U.S. Bureau of Labor Statistics, website listed below, reaches 7.25% or higher as of published number for the September

2024 work month. Both parties mutually agree to return to the bargaining table to re-negotiation the Wage and Benefit Package for the 2025 increase.  
<https://www.bls.gov/eag/eag.or.htm>

- \* 1/1/2023 -Management to cover up to \$.07 NEBF, and additional \$.06 for A&T, and an additional \$.25 for H&W.
- \*\* An additional \$.07 NEBF, and an additional \$.06 for A&T
- \*\*\* 1/1/24 – An additional \$.08 NEBF and additional \$.07 for A&T.
- \*\*\*\* 1/1/2025 – To be determined during allocation

Journeyman Wireman (*see wages rates above*)

Foreman: 110% of Journeyman Rate

General Foreman: 120% of Journeyman Rate

Journeyman Wireman (when splicing cable): 110% of Journeyman Rate

Journeyman Wireman (when welding): 110% of Journeyman Rate

See Article III.8b for all welders.

Apprentices:

January 1, 2023 – December 31, 2023

<u>Period</u>	<u>%</u>
1	40% of Journeyman Wireman Rate
2	45% of Journeyman Wireman Rate
3	50% of Journeyman Wireman Rate
4	60% of Journeyman Wireman Rate
5	70% of Journeyman Wireman Rate
6	85% of Journeyman Wireman Rate

January 1, 2024 – December 31, 2025

<u>Period</u>	<u>%</u>
1	45% of Journeyman Wireman Rate
2	50% of Journeyman Wireman Rate
3	55% of Journeyman Wireman Rate
4	60% of Journeyman Wireman Rate
5	70% of Journeyman Wireman Rate
6	85% of Journeyman Wireman Rate



- III.8a **CABLE SPLICERS:** Journeyman shall be paid cable splicer's rate of pay for the actual time worked while performing the work of splicing or terminating electrical lead covered conductor cables. An electrical lead covered cable splicer shall be a person who has the knowledge and is capable of conducting work without supervision involving the practical application of connection, joining, or splicing together and including the wiping of a single or multiple conductor lead covered cables.
- III.8b **WELDERS:** Employers shall furnish to each welder all safety equipment required including hoods, gloves, jackets, and chaps. All welders shall receive an additional 10% of the journeyman rate per hour as a clothing allowance and shall be paid a minimum one (2) hour premium per day when welding is required.
- III.9 **PAY PERIOD:** Wages shall be paid weekly on Friday not later than quitting time and not more than five (5) days' wages may be held. Special dispensation may be arranged for between the employer and the Business Manager to designate a day other than Friday for the payment of weekly wages see III.3 (a) for payment of wages required on 4-10's work schedules. Employees laid off or terminated shall be notified within sufficient time to pick up their tools.

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

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

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

When an employer has been notified that an employee has not been paid

in full on a regular pay day and there is no dispute between the employer and the employee regarding the amount of the unpaid wages, and the amount is less than 5% of the employee's gross wage, the employer shall pay the employee the unpaid amount no later than the next regular payday, or if the unpaid amount is more than 5% of the employee's gross wages, the employer shall pay the employee the unpaid amount within two business days. If the unpaid amount is not paid in full within two business days, a penalty of a \$100 per day will be paid by the employer until the employee is made whole. Mistakes made at no fault of the employer will be paid on the next regular scheduled payday.

III.10 **TERMINATION PAY:** Any employee reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two (2) hours wages in order to gather his tools and personal belongings, unless due to conditions out of the employer's control.

If employees have elected to have their paychecks direct deposited or mailed the employer shall initiate the direct deposit or mail the paycheck the same day of the layoff. If the layoff occurs after normal business hours the paycheck shall be direct deposited or mailed the next business day. If the employee voluntarily quits the employer shall initiate the direct deposit or mail the paycheck before the end of the next business day. In the event the employee is not paid within the terms of this article waiting time at the regular straight time rate shall be charged until payment is made. Not more than eight hours may be charged in a 24-hour period excluding weekend and holidays.

When an employee is terminated outside of the employer's normal office business hours, the employee may elect to have the final paycheck mailed on the next regular business day provided the means of delivery is identified by a regular mail postmark, United Parcel Service date, Registered Mail date, etc. indicating the date the employee's final paycheck was mailed. When an employee elects to have the final paycheck mailed, the employee shall sign a waiver form provided by the Union that allows the final paycheck to be mailed to a destination stipulated on the waiver form. When an employee signs the waiver form, it is understood that the employee has waived all rights under this section.

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

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

Applicants referred for employment by the Union who are rejected by the employer shall receive a stipend equal to two times the straight time journeyman wireman rate of pay unless the applicant does not possess the necessary skills or qualifications 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.

III.12 **HIGH TIME:** All employees working on unguarded or swinging scaffolds, boatswain's chair, or working on or climbing unguarded ladders, towers, or structures in excess of sixty (60) feet shall be paid one and one-half (1 1/2) times the adjusted hourly rate of pay. When working at heights in excess of ninety (90) feet, employees shall be paid double the straight time hourly rate of pay. Distances shall be computed from the apparent structure base.

A minimum of one (1) hours' time at the applicable wage rate shall be paid employees on any high time as defined in this section. When such work is performed outside the normal workday, it shall be paid for at three (3) times the straight time hourly rate of pay.

III.13 **FOREMAN USE/RATIO:** On all jobs requiring five (5) or more journeymen, one shall be designated as foreman by the Employer. When ten (10) or more journeymen are employed on the job, an additional foreman shall be designated by the Employer. When twenty (20) or more journeymen are employed on the job, a general foreman shall be designated by the Employer.

On jobs having a foreman, employees are not to take direction or orders from anyone except assigned foremen or assigned supervision. On jobs requiring foremen, such foremen shall not supervise more than one (1) shift or job.

III.14 **DISPATCH:** The Union will dispatch employees to signatory contractors from the Local Union.

It is understood by the parties that applicants shall be dispatched from the

Local Union office in Tangent, Oregon. For the purposes of calculating premium pay and/or other issues that may arise, the parties agree that dispatch shall be the shop or the job to where the applicant is referred for employment.

III.15a **TRAVEL PAY FROM SHOP:** When employees are required to report to the shop, the employer shall pay for time spent traveling from the shop to the job, between jobs and from the job back to the shop.

All work shall be performed from employer vehicles. When an employee is required to move from job to job during the work day and an employer vehicle is not available, the employee can use their personal vehicle but remains on the clock and is paid mileage at the current government rate for actual miles driven. 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.

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

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

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

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



for each mile traveled beyond 55 miles.

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

- III.16 **REPORT TIME:** When employees are ordered to report to the shop in the morning, they shall report no earlier than fifteen (15) minutes before the normal starting time, and when ordered to return to the shop, they shall report no later than normal quitting time.

On jobs where parking near the location of the project is unavailable, the Local Union and the contractor will consider the impact on both parties prior to the beginning of the project.

- III.17 **OVERNIGHT STAY:** When the employee and the employer agree that an overnight stay is required, actual reasonable expense for food and lodging shall be paid by the employer.

- III.18 **OUTSIDE RATE OF PAY:** When an employee travels into another jurisdiction, the employee shall be paid the highest base wage between the home local union and the local union the employee is traveling into. In addition, the employee's total compensation will be a minimum of the total base wage fringe benefit of the jurisdiction in which the employee is working.

- III.19 **PORTABILITY:** An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties of the National Agreement on Employee Portability, upon

recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

III.20 **TOOLS:** All employees shall provide themselves with an adequate set of hand tools. Each Journeyman Electrician and 3<sup>rd</sup> through 6<sup>th</sup> term apprentice shall furnish only tools from lists “A” and “B”. 1<sup>st</sup> term and 2<sup>nd</sup> term apprentices shall only have to furnish Tools from list “A”.

<u>Tool List “A”</u>	<u>Tool List “B”</u>
1 pair side cutting pliers	2 <sup>nd</sup> pair Channel Lock pliers (420/430 or equal)
1 pair diagonal cutting pliers	1 dry wall saw
1 pair sta-kon style crimpers	1 pair long nose pliers
1 claw hammer	1 hacksaw frame (adjustable)
2 pair Channel Lock pliers (420/430 or equal)	3 Allan wrenches (1 each: 3/8”, 5/16”, 1/4”)
1 small-tip flat screwdriver	1 U>L> approved Cat 3/1000 volt, voltage/continuity tester
1 medium-tip flat screwdriver	1 10-inch adjustable wrench
1 stubby flat screwdriver	1 center punch or awl
1 stubby Phillips screwdriver	
1 #2 Phillips screwdrivers	
1 torpedo level	
1 tool container (pouch, box, bucket, bag, etc.)	
1 steel tape measure (16’ – 25’ minimum)	
1 wire stripper	
1 knife and or nm stripper	
1 set nut drivers or quarter inch socket set	

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

and gloves, when required by the employer, shall be furnished by the employer. If an employee is furnished a hard hat, safety glasses or any employer provided protective equipment and the employee has lost or intentionally damaged these items, excluding normal wear and tear, the employee must replace the lost or damaged item.

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

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

**III.22 ACCOMMODATIONS:** On jobs employees are required to report to in the employee's vehicles, appropriate accommodations shall be provided by the employer to secure personal tools and clothing and provide a clean, suitable environment for eating. Employers shall provide an adequate supply of potable water when potable water is not readily available on the job site.

**III.23 TOOL USE RESTRICTION:** There shall be no restriction of tools or machinery simplifying work such as pipe cutting machines, electric and pneumatic drills, electric hoists, welders, and such tools as decided by the employer. All such tools or equipment, however, must be operated by employees employed under the terms of this Agreement.

**III.24 INSTALLATION RESTRICTIONS:** There shall be no restriction covered by this Agreement on the installation of any material or equipment that are listed as a stock item in the electrical industry catalogs or price lists and furnished as a manufactured product.

**III.25 EMPLOYEE WORK REQUIREMENTS:** Employees employed under the terms of this Agreement shall do all electrical construction, installation, or erection work and all electrical maintenance thereon, including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation and maintenance of all electrical lighting, heating, and power equipment. Such work shall also include the cutting and threading of all

conduit and nipples, welding, burning, brazing and bending, drilling and shaping of all copper, angle iron, and brackets to be used in connection with the installation and erection of electrical wiring or equipment. All work of chasing or channeling necessary to complete any electrical work, and on-the-job moving and handling of any electrical materials, equipment, and apparatus shall be performed by employees employed under the terms of this Agreement.

- III.26 **INSTALLATIONS:** All drop cords, moldings, and conduits must be laid, prepared and installed by or under the supervision of a journeyman wireman.
- III.27 **WORKMANSHIP:** Employees shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications.
- III.28 **WORK CORRECTIONS:** Employees (apprentices excluded) shall be required to make corrections on improper workmanship for which they are responsible, on their own time or during regular working hours, unless errors were made by orders of the employer or the employer's representative. The Union shall be notified of all such corrections requested by the employer. Employers shall notify the Union, in writing, of employees who fail to adjust the improper workmanship and the Union assumes responsibility for the enforcement of this provision. Corrections shall be made only after fair investigation by the employer and the Business Manager of the Union. Further, no correction shall be considered unless the employer notifies the Union within sixty (60) days after the completion of the job and/or five (5) days after receiving notice of Code infractions from the enforcing agency.
- III.29 **SENIORS REQUIREMENT:** On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.
- III.30 **RESTORATION OF WAGE SCALE:** It is further mutually agreed that during the life of this Agreement should any authorized governmental agency, which may be created due to a national emergency, establish controls governing wage adjustments that would reduce any of the wage scales set forth in this Agreement, then and in that event both parties to this Agreement, pledge themselves to exert every legal and legitimate joint effort to restore such wage scales at the earliest possible moment.

III.31 **UNION DUES:** The Employer agrees to deduct and forward to the Financial Secretary of the Local Union upon receipt of a voluntary written authorization any additional working dues and assessments from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Once an employee has authorized this deduction, it can only be withdrawn by giving at least thirty (30) days notice from the 30<sup>th</sup> of November each year.

#### **ARTICLE IV**

##### **Standard Inside Apprenticeship & Training Language**

IV.1 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

IV.2 All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a four (4) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent, or they voluntarily resign. All vacancies shall be filled immediately.

JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

IV.3 Any issue concerning an apprentice, or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

IV.4 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

IV.5 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

IV.6 To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job-training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job-training assignments. If the employer is unable

to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

- IV.7 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.
- IV.8 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.
- IV.9 Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.
- IV.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer, agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured, such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

IV.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

IV.12 **Statewide Apprenticeship Ratio for Inside Electrical** shall apply to all projects

Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman or fraction thereof as illustrated below.

In no case shall the number of apprentices exceed the number of Journeymen on the job.

The first person assigned to any job site shall be a Journeyman.

A job site is considered to be the physical location where employees report for their work assignments. The employer’s shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Journey	Apprent	Journey	Apprent	Journey	Apprent	Journey	Apprent
1	1	34	24	67	46	100	68
2	2	35	24	68	46	101	68
3	2	36	24	69	46	102	68
4	4	37	26	70	48	103	70
5	4	38	26	71	48	104	70
6	4	39	26	72	48	105	70
7	6	40	28	73	50	106	72
8	6	41	28	74	50	107	72



9	6	42	28	75	50	108	72
10	8	43	30	76	52	109	74
11	8	44	30	77	52	110	74
12	8	45	30	78	52	111	74
13	10	46	32	79	54	112	76
14	10	47	32	80	54	113	76
15	10	48	32	81	54	114	76
16	12	49	34	82	56	115	78
17	12	50	34	83	56	116	78
18	12	51	34	84	56	117	78
19	14	52	36	85	58	118	80
20	14	53	36	86	58	119	80
21	14	54	36	87	58	120	80
22	16	55	38	88	60	121	82
23	16	56	38	89	60	122	82
24	16	57	38	90	60	123	82
25	18	58	40	91	62	124	84
26	18	59	40	92	62	125	84
27	18	60	40	93	62	126	84
28	20	61	42	94	64	127	86
29	20	62	42	95	64	128	86
30	20	63	42	96	64	129	86
31	22	64	44	97	66	130	88
32	22	65	44	98	66	131	88
33	22	66	44	99	66	132	88

IV.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices, who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in

the same manner as a Journeyman Wireman.

Apprentices who have received their “indirect supervision” license shall be permitted to work alone on any jobsite and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice that does not have an “indirect supervision” license shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

IV.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

IV.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

IV.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties’ signatory to the local apprenticeship and training trust agreement. The current rate of 2.44% which equals \$1.10 per hour for each hour worked. This sum shall be due to the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **ARTICLE V**

## Referral Procedure

- V.1 **COMMON INTEREST:** In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.
- V.2 **EXCLUSIVE SOURCE OF REFERRAL:** The Union shall be the sole and exclusive source of referral of applicants for employment.
- V.3 **EMPLOYER RIGHT OF REJECTION:** The Employer shall have the right to reject any applicant for employment.
- V.4 **NON-DISCRIMINATORY REFERRAL:** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.
- V.5 **INELIGIBILITY:** An applicant who is discharged for cause two (2) times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three (3) business days, review the qualifications of the applicant and the reasons for the discharge. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four (4) weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommend action; or (4) restore the applicant to his/her appropriate place on the referral list.
- V.6 **REGISTER OF APPLICANTS:** The Union shall maintain a register of

applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

### **Journeyman Wireman - Journeyman Technician**

Group I - All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one local union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the Business Manager of the new Group I status local union shall, by electronic means, notify the business manager of the applicant's former Group I status local union. The Business Manager shall notify the employer of an employee whose group status changes under this provision.

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

Group III - All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

Group IV - All applicants for employment who have worked at the trade for more than one year.

- V.7 **TEMPORARY EMPLOYEES:** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."
- V.8 **REPLACEMENT OF TEMPORARY EMPLOYEES:** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.
- V.9 **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 supply is secured:
- Benton, Crook, Deschutes, Jefferson, Linn, Marion, and Polk Counties, the southern half of Yamhill County, and that portion of Lane County lying east of a line running north and south from the northeast 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 area under the Davis-Bacon Act to which the Agreement applies.
- V.10 **RESIDENT:** "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.
- V.11 **EXAMINATIONS:** An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written

and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years' experience in the trade.

- V.12 **OUT-OF-WORK LIST:** The Union shall maintain an "Out of Work List which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.
- V.13 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group
- V.14 **ORDER OF REFERRAL:** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manger shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the Out of Work List and then referring applicants in the same manner successively from the Out of Work List in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.
- V.15 **REFERRAL EXCEPTIONS:** The only exceptions which shall be allowed in this order of referral are as follows:
- (a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.
- V.16 **APPEALS COMMITTEE:** An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member

appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

V.17 **FUNCTION OF APPEALS COMMITTEE:** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4 through 14 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union.

The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

V.18 **INSPECTION OF REFERRAL PROCEDURE RECORDS:** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

V.19 **POSTING OF REFERRAL PROCEDURE:** A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

V.20 **APPRENTICE REFERRAL:** Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

V.21 **SHORT CALL:** A short call is a job that lasts 45 calendar days or less (from the date of dispatch to date of termination). A short call may not become an extended call, but an extended call may become a short call. After dispatch to a short call the applicants name will be removed from the short call list.

## **ARTICLE VI**

### **Fringe Benefits**

VI.1 **FAMILY HEALTH CARE:** Each employer agrees that the Restated Agreement

and the Declaration of Trust for the Harrison Electrical Workers (Harrison Trust Agreement) signed by the Oregon Pacific-Cascade Chapter of the National Electrical Contractors Association and Local Union 280 of the International Brotherhood of Electrical Workers, shall continue in full force and effect during the term hereof and agree to be bound by the terms of said Harrison Trust Agreement, as amended from time to time. Effective January 1, 2017 and for the duration of this agreement each employer shall on a monthly basis pay to the Electrical Trust Fund Administrative Office, the sum shown in the chart below, per hour for each hour worked by all employees covered by this collective bargaining agreement. (See Article III.8)

Payment of contributions and reporting by the employer shall be on the terms and conditions provided for in Article VI.3 below.

Employers who fail to remit regularly shall be subject to having this working Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the employer fails to show satisfactory proof that delinquent payments have been paid to the Electrical Trust Fund Administrative Office or other designated collecting agent for the Trust.

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

Upon recommendation of the Trustees of the Harrison Electrical Workers Trust Fund, the contribution to the Fund may be increased by the joint signing of an amendment. The Employer will pay 100% of the increase.

It is understood and intended by the parties to the Agreement that the purpose of this clause is to establish an employer-financed health and welfare trust fund and that contributions thereto shall not be deemed to be wages to which any employee shall have any right other than the right to have such contributions paid over to the applicable trust fund in accordance with the Harrison Trust Agreement.

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

VI.2a **CASCADE PENSION:** Each employer who is bound hereby, agrees that the



Agreement and Declaration of Trust of the Cascade Pension Trust (Cascade Trust Agreement) established July 1, 1975, shall continue in full force and effect during the term hereof, and agrees to be bound by the terms of the Cascade Trust Agreement.

VI.2b Each employer who is a party hereto or who agrees to be bound by the terms hereof, shall make payments on a monthly basis to the Trustees of the Cascade Pension Trust for each hour of work which is a covered hour under the terms of this collective bargaining agreement at the rate shown in Article III Section 8 (see Cascade Pension) for all employees who are not apprentices. Apprentices shall be paid on the basis of the percentage relationship to the journeyman wage rate. Payment of contributions and reporting by the employer shall be on the terms and conditions provided for in Article VI.3 below.

VI.2c Hours worked shall be deemed to include straight time hours, actual overtime hours, report time, and shift premium hours not worked, in addition to such other time as provided for in the Cascade Trust Agreement.

VI.2d Employers who fail to remit regularly shall be subject to having this working Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the employer fails to show satisfactory proof that delinquent payments have been paid to the Portland Administrative Office or other designated collecting agent for the Cascade Pension Trust. The failure of any employer to comply with the applicable provisions of the Cascade Trust Agreement shall also constitute a breach of this Agreement.

VI.2e In addition to the contributions above, the Cascade Pension Trust permits participants in the Trust to elect to reduce the salary payable to them by employers and direct the amount of the reduction be contributed to the Cascade Pension Trust under Section 401K of the Internal Revenue Code of 1954. In order to permit such voluntary contributions, the following rules shall control:

(1) The amount of the voluntary contribution shall be determined by the participant as a percentage of such hourly wages. The participant shall designate the percentage on forms provided by the Trust and delivered to the employer at the time the participant is dispatched to the employer. In addition, during the month of December of each year, the participant may

change the amount of the percentage effective the following January 1 for the next year. Once a participant designates a percentage, it may not be changed without the consent of the employer except during the month of December of each year.

- (2) The percentage elected by a participant may not exceed
  - (a) 25% of the basic hourly wage

### **VI.3 PAYMENT, REPORT AND COLLECTION:**

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 15<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 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.

VI.4 **DISTRICT NO. 9 PENSION:** Each employer who is bound by the Inside 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 Inside 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 Inside Agreement to which it is attached, at the rate shown in Article III Section 8 (see District No. 9 Pension) for all employees who are not apprentices. Apprentices above second period shall be paid on the basis of the percentage relationship to the journeyman wage rate. Payment of contributions and reporting by the employer shall be on the terms and conditions provided for in Article VI.3 of the Inside Agreement.

\* These amounts may change; see Article III.8 Family Health Care

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 Inside Collective Bargaining 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 Inside Collective Bargaining Agreement.

VI.5 **FLEX PLAN:** This is a place holder for the description, when the contract is officially updated.

## **ARTICLE VII**

### **National Electrical Benefit Fund**

VII.1 It is agreed that in accord with the Employees Benefit Agreement of the

National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

## **ARTICLE VIII**

### **National Electrical Industry Fund**

VIII.1 Each individual employer shall contribute an amount not to exceed one percent (1%) nor less than two-tenths of one percent (.2%) of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.

2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter during any one calendar year.

Productive electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where business is transacted.

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual employer.

### **ARTICLE IX Administrative Maintenance Fund**

- IX. Effective 1-1-96, all employers' party to this Labor Agreement shall each contribute 0.6 percent (0.6%) of the rate of pay per hour for each hour worked by each employee covered by this Labor Agreement to the Administrative Maintenance Fund of the Oregon Pacific-Cascade Chapter, NECA, which can be modified by a unanimous vote of the members of the Oregon Pacific-Cascade Chapter NECA.

This Fund is to be administered solely by the Chapter or Employers. The monies are for the purpose of administration of the Collective Bargaining Agreement, grievance handling and all other management duties and responsibilities in this agreement and the Fund may not be used in any manner detrimental to the Local Union or the IBEW.

The Administration Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15<sup>th</sup> of the month and shall be bound to the same delinquency requirements under this Labor Agreement.

The enforcement of delinquent payments to the fund shall be the sole responsibility of the fund or the Chapter or employers and not the Local Union.

**ARTICLE X**  
**Safety**

- X.1 **JOINT SAFETY COMMITTEE:** There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.
- X.2 **FUNCTION OF SAFETY COMMITTEE:** It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.
- X.3 **SELECTION OF SAFETY COMMITTEE:** Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.
- X.4 **ENERGIZED CIRCUIT WORK:** Two Journeymen shall work together on all energized circuits of 480 volts AC or 250 volts DC, or respective higher voltages in accordance with a safety plan such as the guidelines set forth in the 2004 NFPA 70E standard. Journeymen shall be used in assisting a Journeyman while splicing cable. Apprentices shall not work on energized circuits over 200 volts to ground. When apprentices, excluding those in their final stage, are required to work on energized circuits under 200 volts phase to ground, they shall do so under the supervision of a Journeyman.
- X.5 Journeyman wiremen, while splicing cable, shall not be required to work on

wires or cables when the difference in potentials is over 200 volts between any two conductors or between any conductor or ground, unless assisted by one journeyman. In no case shall journeyman wiremen, while splicing cable, be required to work on energized cables carrying in excess of 480 volts.

- X.6 **FIRST AID / CPR:** The Union and the employers recognizing the importance of safety in accordance with the Occupational Safety and Health act agree to jointly sponsor First Aid, CPR and OSHA 10 classes for all employees. Employees are required to have a first aid, CPR and OSHA 10 card. Employees shall be required to attend any safety classes as mandated by the Local Union.
- X.7 **ALCOHOL/DRUGS:** Any employee, who reports at a job site with alcoholic beverages, drugs, or firearms in his/her possession, shall be subject to immediate termination.
- X.8 **ASSURANCE OF SAFETY:** It is the employer's exclusive responsibility to insure the safety of their employees and their compliance with these safety rules and standards.

Work on energized circuits or parts having a potential exceeding 50VAC or 100VDC shall be allowed only within applicable state and federal regulations. NFPA 70E shall be used to set forth the guidelines and activities of such work.

When performing work on energized circuits or parts of 480VAC or higher, or 250VDC or higher, two journeymen shall work together when working inside the Limited Approach Boundary or Arc Flash Protection Boundary, whichever is greater, as defined in NFPA 70E Art. 100. Apprentices other than those in their 6<sup>th</sup> period with the appropriate related training shall not work within the boundaries referenced above but can work outside of them performing tasks such as safety watch or running tools and parts.

- X.9 Disregard for the Employer's safety policy or use of safety equipment shall result in the employee being referred to the NECA / IBEW Joint Safety Committee for review and training.
- X.10 **DRUG ABUSE POLICY:** The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve



to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

- X.11 **CONSECUTIVE HOURS WORKED:** No employee shall work more than 16 hours without an 8-hour break except in circumstances that are unforeseen or are outside the control of the contractor, in which case no employee shall work more than 32 hours in any 48-hour period. This section shall not apply to employees designated by the contractor who are provided with acceptable sleeping accommodations.

#### **Article XI Furlough**

- XI.1 When an employer submits less than 80 hours for an employee on the employer's monthly reports, that employee shall be terminated with a reduction-in-force except in cases of illness or authorized vacation.

#### **Article XII 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 customer's expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.


## 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 this 5<sup>th</sup> day of January, 2024

Local Union 280, IBEW

  
\_\_\_\_\_  
Drew Lindsey, Business Manager

Date: 1/5/2024

Oregon Pacific Cascade Chapter, NECA

  
\_\_\_\_\_  
Monique de Boer, Chapter Manager

Date: 1/5/2024

## APPENDIX A:

### Oregon administrative rules Chapter 839, Division 20

#### Working Conditions Meal and Rest Periods 839-20-050

1. Every employer shall provide to each employee an appropriate meal period and an appropriate rest period.
2. "Appropriate rest period" means: A period of rest not less than ten (10) minutes without deduction from the employee's pay for every segment of four (4) hours or major part thereof worked in one work period. Said period of rest shall be in addition to and taken separately from the time allowed for the usual meal period. Insofar as feasible, considering the nature and circumstances of the work, such period of rest is to be taken by an employee approximately in the middle of each segment of the work period, but in no case is the time to be added to the usual meal period or deducted from the beginning or end of the work period to reduce the overall length of the total work period.

(b) "Appropriate rest period" means: A period of rest of not less than ten minutes for every segment of four hours or major part thereof worked in one work period without deduction from the employee's pay. The period of rest must be in addition to and taken separately from the time allowed for the usual meal period. Insofar as feasible, considering the nature and circumstances of the work, such period of rest is to be taken by an employee approximately in the middle of each four hour (or major part thereof) segment. The rest period is not to be added to the usual meal period or deducted from the beginning or end of the work period to reduce the overall length of the total work period.

### **Hi-Voltage Safety for Journeyman Wireman**

A recommended procedure for working on hi-voltage circuits that have been de-energized or new systems that have a possibility of being energized.

NEVER WORK ON ANY SYSTEM OVER 480 VOLTS LIVE, without formal training.

Have adequate knowledge of the system you are working on.

Open all switches or breakers or cut-outs supplying the equipment to be worked on, including any dual feed possibilities. (Caution: If a back-feed possibility exists, the removal of secondary conductors from a transformer may be required.)

LOCKOUT AND TAGOUT ALL SWITCHES, BREAKERS AND CUTOUPS and conform with any customer or contractor procedures.

Test all circuits to be worked on with an approved hi-voltage tester which has been tested on a live hi-voltage circuit prior to the work to be done. NEVER ASSUME ANYTHING!

Install ground jumpers from ground to the conductors including neutral conductors on 4-wire systems, and then phase to phase.(CONNECT ALL JUMPERS TO GROUND FIRST.)

Proceed and complete work.

Remove ground jumpers. (CONDUCTOR SIDE FIRST.)

Megger all conductors.

Remove all tags and locks.

When appropriate, close switches, breakers and cutouts.

Leave work area cleaner than you found it.

### **Hi-Voltage Safety Capacitors**

A recommended procedure for working on hi-voltage circuits that have been de-energized.

FOLLOW Pre-Task plan - "Hi-Voltage Safety for Journeyman Wireman" procedure as it relates to de-energized circuits.

After supply circuits have been de-energized, wait 5 minutes.

Short capacitor terminals with a jumper and bond to the case and ground.

On circuits below 7,500 volts use approved rubber gloves to install jumpers.

On circuits above 7,500 volts use live line tools to install jumpers.

### **Hi-Voltage Safety for Supervisory Personnel**

A recommended procedure for working on hi-voltage circuits that have been de-energized or new systems that have a possibility of being energized. Outline the work to be followed in the Pre-Task plan:

Each worker will understand the purpose of the job.

Each worker will understand what he is to do.

Each worker will understand what the other members of the crew are to do.

Each worker will understand the hazards or trouble spots involved.

Each worker will understand the lockout procedure and will be directly involved in all lockouts and removal of all lockouts.

### **IBEW Local 280**

### **Lockout and Tagout Safety Procedure For Systems of 600 Volts AC or less**

This is a recommended procedure for safely working on equipment that is to be de-energized electrically and rendered safe from all hazardous stored energy. In-plant procedures specified by the owner, client, or electrical contractor take precedence over the procedure outlined here, providing there is no conflict of existing codes or statutes.

NO employee shall attempt to work on equipment until all potentially hazardous energy sources have been identified and rendered safe by a lockout device or other physical means of restraint. Lockout and tagout procedures shall be performed by the wiremen personally involved with the system. All wiremen involved shall use individually keyed locks and fill out appropriate tags. Where necessary, gangable locking devices shall be used.

#### **Lockout/Tagout Procedure**

Identify the types, magnitudes, and hazards of energy, and the means of controlling that energy.

Other than electrical, these types of energy may include auxiliary systems such as air, gas, water, springs, hydraulics.

Notify all affected personnel.

Shutdown the equipment in a sequential manner.

Apply locks and tags so that the energy isolating devices are held in the open or off position.

Disconnect and restrain all hazardous stored energy. This includes auxiliary systems such as air, gas, water, springs, hydraulics, etc. Discharge and ground all capacitors.

Verify that equipment is isolated by initiating start procedure. Mechanical defeats should be in their safe, normal positions.

Test all circuits to be worked with a U.L. approved Cat 3/1000 volt, voltage/continuity tester.

#### **Lockout/Tagout Removal Procedure**

Insure safeguards and mechanical defeats are in their safe positions.

Clear the equipment and surrounding area for tools and material.

Notify affected employees of a potential equipment restart.

Verify the controls are in neutral or off positions and remove all lockout devices and tags.

If necessary, energize equipment for normal operation.