



## IBEW 280 and Oregon Pacific-Cascade Chapter NECA Negotiations

### Sound and Communications

### COLLECTIVE BARGAINING AGREEMENT

Settlement – October 29<sup>th</sup>, 2024

This proposal is for a complete settlement of negotiations, and is contingent on acceptance of all its' terms, and upon the parties' mutual agreement for a new contract. All offers are made as a total package offers, inclusive of wage and benefits (including NEBF and A&T Increase). Upon mutual acceptance of this agreement both parties agree to recommend all terms of settlement for ratification by their respective memberships

#### 1. Article III (Wages & Benefits) \$(including NEBF and A&T Increase)

Total package increases to be allocated by labor (\$0.25 will be put towards Market Recovery Program each year, 2025, 2026 and 2027)

a) January. 1, 2025 – \$2.62 total package increase.

\$0.25 will be allocated into Health and Welfare to cover the 2025 increase.

b) January. 1, 2026 – \$2.62 total package increase.

If there is an increase in Health and Welfare in 2026, labor will cover up to \$0.25 and anything over \$0.25 will be split 50/50 between labor and management.

c) January. 1, 2027 – \$2.62 total package increase.

If there is an increase in Health and Welfare in 2027, labor will cover up to \$0.25 and anything over \$0.25 will be split 50/50 between labor and management.

#### 2. OUTSIDE RATE OF PAY:

When an employee travels into another jurisdiction, the employee shall be paid the highest base wage per their classification 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.

#### 3. PAY PERIOD:

Wages shall be paid weekly no later than the following Friday not later than quitting time. 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.



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 a one working day of the employee's gross wage, the employer shall pay the employee the unpaid amount no later than the next regular payday. If the unpaid amount is more than one working day 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. This penalty shall not exceed the amount owed by the employer. Mistakes made at no fault of the employer will be paid on the next regular scheduled payday.

4. SCOPE:

FIRE ALARM & LIFE SAFETY SYSTEMS, ERRCS/DAS, & AOR SYSTEMS INCLUDING INSTALLATION, WIRE PULLING, AND PROGRAMMING & TESTING WITH THE FOLLOWING CONDITIONS: This is to establish that in the area of LU 280 the above named systems have historically been performed by LEA licensed technicians, the above named Installations may be performed under the terms of this Agreement at the current local 280 collective bargaining Low Voltage wage and fringe benefit rates regardless of building installation type for all new construction or major remodel building trades projects.

It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement.

5. 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.

Date: 11/13/2024


Date: 11/13/2024

X 

X 

IBEW 280 Business Manager

OR PAC-NECA Chapter Manager



**The 9th District Sound & Communications Agreement  
Between The International Brotherhood of Electrical Workers  
& The National Electrical Contractors Association**

**Master Copy**



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**The 9th District Sound & Communications Agreement  
Between The International Brotherhood of Electrical Workers**

## **& The National Electrical Contractors Association**

**December 1, 1993 through November 30, 1996**

Agreement by and between the signatory NECA Chapters and signatory IBEW Local Unions.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. This Agreement shall have no force or effect unless a firm signatory to a Letter of Assent is also signatory to a Letter of Assent to one or more Addendum to this Agreement. All firms must sign a Letter of Assent to the Local Addendum, wherever said firm is performing work covered by this Agreement. Any firm desiring to terminate its Letter of Assent must terminate both Assent to this agreement and Assent(s) to any addendums to which the firm is signatory.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum's 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

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

### **SCOPE**

**(Refer to Addendum for any regional changes)**

I. The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

#### **A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS**

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems

7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multi-media/multiplex systems
10. Sound and musical entertainment systems
11. RF Systems
12. Antennas and Wave Guide

B. FIRE ALARM SYSTEMS \*

1. Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

D. SECURITY SYSTEMS

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/Infrared monitoring equipment

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems

II. This Agreement specifically excludes the following work:

A. Raceway systems are not covered under the terms of this Agreement (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.

B. Energy management systems

C. Life Safety Systems (all buildings having floors located more than 75 feet above the lowest floor level having building access) in the Northern California, Northern Nevada Addendum No. 2 shall be excluded from this Agreement unless the parties in any area signatory to the Addendum mutually agree that the Sound and Communications portion only of a Life Safety System may be performed under this Agreement. Except in San Francisco, when required by the manufacturers that distribute through authorized dealerships and franchises or required by specification terminating, programming, testing and start-up may be performed under this Agreement.

D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).

E. \*Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:

1. The project involves new or major remodel Building Trades construction.
2. The conductors for the fire alarm systems are installed in conduit.

In those areas where fire alarm systems have historically not been performed by Inside Journeyman Wiremen, such work may be performed under this Agreement.

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the equivalent Inside wage and fringe benefit rate shall be paid on major remodel and Building Trades projects. In those areas where there is no mutual Agreement, the technician's rate shall apply. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement.

F. The parties to this agreement recognize that the Scope of Work in this agreement is subject to local addendum; especially in the areas of integrated energy management and life safety systems.

In an effort to eliminate confusion regarding the interpretation of the Scope of Work covered by this agreement, the parties hereto agree to establish a Scope Review Committee composed of the following:



MANAGEMENT REPRESENTATIVES

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 2 communication contractors  
 2 electrical contractors  
 2 NECA Chapter Managers

LABOR REPRESENTATIVES

-----  
 2 senior technicians  
 2 electricians  
 2 IBEW Business Managers

Members of the Committee shall be selected by the parties they represent. The Committee shall meet at such times as deemed necessary by the parties. The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this agreement or addendums. The Scope Review Committee is not authorized to interpret this agreement, or addendums, in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Sections 1:06-1:09 of this agreement.

**BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in both the Sound and Communication and Electrical/Electronic Industries. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I**

Effective Date -- Changes -- Grievances -- Disputes

Section 1:01. This Agreement shall take effect December 1, 1993 and shall remain in effect until August 31, 1996, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

Section 1:02. (a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least 90 days prior to the anniversary date.

**ARTICLE VIII** Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

**ARTICLE VIII** ©The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

**ARTICLE VIII** Unresolved issues in negotiations that remain on the 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally by the parties to this Agreement to the Council for adjudication prior to the anniversary date of the Agreement.

**ARTICLE VIII** 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.

**ARTICLE VIII** Notice by either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1:03. 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 and the National Office of NECA, for approval, the same as this Agreement or addendums.

Section 1:04. 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.

Section 1:05. There shall be a Labor-Management Committee composed of four (4) members of the IBEW and four (4) members of the National Electrical Contractors Association. One (1) member from the IBEW and one (1) member from NECA shall be from the area in which the dispute arose, however, these members shall not vote on the dispute and will be excused from the meeting while the vote is taken.

Section 1:06. All grievances or questions in dispute shall be adjusted by the duly authorized local representative of each of the parties to this Agreement. In the event that these two (2) are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1:07. All matters coming before the Labor-Management Committee shall be decided by 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.

Section 1:08. 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 on both parties hereto.

Section 1:09. 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

Section 2:01. Employer Defined. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer who contracts for such work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a business telephone and adequate tools, equipment and inventory. The Employer shall maintain a suitable financial status to meet payroll requirements, and employing not less than one (1) installer and/or technician, when performing work covered under this Agreement.

**ARTICLE VIII** Employees, except those meeting the requirements of “Employer” as defined herein, shall not contract for any work as set forth under the “Scope of Work” of this Agreement.

**ARTICLE VIII** Any employee, working under the terms of this Agreement, holding an active contractor’s license covering the Scope of Work as set forth in this Agreement, shall inactivate their license in accordance with State Law.

Section 2:02. The Unions understand 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 Unions’ geographical jurisdiction that are signatory to this Agreement. 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.

Section 2:03. For all employees covered by this Agreement, the Employer shall carry Workman’s Compensation Insurance with a company authorized to do business in the State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed.

Section 2:04. (a) The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing communication/ electronic work within the jurisdiction of the Local Union on all present and future jobsites.

**ARTICLE VIII** The Employer understands that the Local Union’s jurisdiction – both trade and territorial – is not a subject for negotiations but rather is determined solely within the IBEW by the International President, and therefore, agrees to recognize and be bound by such determination.

Section 2:05. In order to protect and preserve, for the employees covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the

type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the Employer, through its officers, directors, partner or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2:06. (a) Free movement of men is allowed throughout any of the signatory Local Union jurisdictions. On all jobs exceeding one (1) day in duration, the Employer shall notify the Local Union in whose jurisdiction he will be working, in writing or by fax, prior to starting a job, the location of the job, and the names and social security numbers of the employees to be sent in. Approved forms provided by the Union. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor's shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises. The rights covered by this Section are not automatic, but are contingent upon compliance with the proper notification contained herein.

**ARTICLE VIII** All personal benefits to be sent to home local, i.e. Health & Welfare, Pensions and Vacations.

Section 2:07. A signatory Employer shall not perform work as an installer and/or technician except one (1) designated member of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement. Such working member of a firm (Employer) shall work under all the terms and conditions of this Agreement. The firm shall have one (1) installer and/or technician not a member of the firm employed under the terms of this Agreement at all times. Avoidance of the intent of this section shall not be permitted by the pretense of ownership of the business by an immediate member of the family. Nothing contained in this section shall be construed to prevent any Employer from performing work during emergencies for the protection of life or property or working up to four (4) hours each day on service, repair calls, and checking and inspecting.

Section 2:08. The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an 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. Such removal would be subject to the grievance procedure.

Section 2:09. The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement, provided he first notifies the Employer's local office.

Section 2:10. (a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, the Central Labor Council or the Local Union.

**ARTICLE VIII** Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner.

Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.

Each employer will furnish necessary locked storage to reasonably protect tools from weather and vandalism and will replace such tools when tools are damaged on the job or stolen from the locked storage.

Section 2:11. Employees under this Agreement shall not be required to furnish power or special tools or test equipment. Employees shall not use the Employer's property such as tools, parts, test equipment and transportation for other than the Employer's business.

Section 2:12. All employees covered by the terms of this Agreement shall be required to become members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2:13. (a) The Local Union is a part of the International Brotherhood of Electrical Workers; 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.

**ARTICLE VIII** The subletting, assigning or transfer by an individual Employer of any work in connection with electrical/electronic 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 sound and communication or electrical/electronic 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.

**ARTICLE VIII** ©All charges of violations of Section (b) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2:14. The Labor-Management Committee shall meet within five (5) working days when notice is given by any member thereof that an unresolved dispute within the jurisdiction of the Committee exists.

Section 2:15. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

## ARTICLE III

### Hours – Wages – Working Conditions

#### WAGES, FRINGES AND ADDITIONAL WORKING CONDITIONS SHALL BE AS PER ADDENDUMS

Section 3:01. Eight (8) consecutive hours work between the hours of 6:00 A.M. and 6:00 P.M. (excluding a meal period of not less than one-half (1/2) hour) shall constitute a work day. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the work week.

**ARTICLE VIII** When mutually agreed by the employee and the employer, four (4) – ten (10) hour days at the regular rate of pay shall be allowed Monday through Friday. If the addendum to this Agreement provides for paid holidays, when the holiday falls within the employee's work week, the employee shall receive ten (10) hours pay for such holiday.

Section 3:02. No work shall be performed on Labor Day, except in case of emergency, or with the permission of the Business Manager where the work is being performed.

Section 3:03. Wages shall be paid weekly in cash or by payroll check no later than quitting time on Friday, and not more than three (3) days wages may be withheld at that time. Pay day will be the same as the contractor's home office. Any employee laid off or discharged shall be paid his wages immediately. In the event he is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the employee at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay check. The Business Manager with the Chapter Manager, or their designated representative, shall have the right to visit the Employer's place of business during any working hours to inspect the time cards and/or payroll records of the employees covered by this Agreement.

Section 3:04. Shift work. When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the following conditions shall apply:

**ARTICLE VIII** The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

**ARTICLE VIII** The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M.. Employees on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7 1/2) hours work.

**ARTICLE VIII** The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m.. Workmen on the “grave-yard shift” shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours work.

**ARTICLE VIII** When requested by the customer in writing on occupied remodel and renovation work, and when mutually agreed by the employee and employer, a single shift of eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays, between the hours of 2:30 p.m. and 6:00 a.m. The shift start time is anytime after 2:30 p.m. Employees shall receive a minimum of eight (8) hours pay at the regular hourly rate plus ten percent (10%) regardless of the hours worked. Such written request shall be provided to the Union.

**ARTICLE VIII** A lunch period of thirty (30) minutes shall be allowed on each shift.

**ARTICLE VIII** All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the “shift” hourly rate.

**ARTICLE VIII** There shall be no pyramiding of overtime rates, and two (2) times the straight time rate shall be the maximum compensation for any hour worked.

**ARTICLE VIII** There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3:05. The Employer shall deduct and forward to the Financial Secretary of the home local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union By-Laws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

Section 3:06. A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

## **ARTICLE IV**

### Referral Procedure

Section 4:01. 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 the 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.

Section 4:02. The Local Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4:03. The Employer shall have the right to reject any applicant for employment.

Section 4:04. The Local 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 anyway by rules, regulations, by-laws, 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.

Section 4:05. The Local 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.

#### GROUP I

An applicant who has completed the IBEW Communication Apprenticeship Program or has worked an equal number of years in the communications industry as a Systems Installer and is a resident of the normal commute area of that Local Union.

#### GROUP II

An applicant who meets the requirements for GROUP I in any other signatory Local Union.

#### GROUP III

An applicant who has communication experience but who does not meet the requirements of GROUP I or GROUP II.

#### GROUP IV

An applicant who does not meet the requirements of GROUPS I, II & III.

Section 4:06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty eight (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."

Section 4:07. 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.

Section 4:08. "Resident" means a person who has maintained his permanent home in the normal commute area of the applicable Local Union for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.



Section 4:09. The Local 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.

Section 4:10. An applicant who has registered on the “out-of-work list” must renew his application every thirty (30) days or his name will be removed from the “list.”

Section 4:11. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon registration, be restored to his appropriate place within his GROUP.

Section 4:12. Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager 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.

Section 4:13. The only exceptions which shall be allowed in this order of referral are as follows:

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.

Section 4:14. An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Local NECA Chapter and a Public Member appointed by both these members.

Section 4:15. 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 applicable Local Union of Sections 4:04 through 4:13 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be compiled with by the applicable 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.

Section 4:16. A representative of the applicable local NECA Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4:17. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4:18. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

## **ARTICLE V**

### Pension

Section 5:01 It is agreed that in accord with 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 Association 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 his labor agreement.

## **ARTICLE VI**

### SAFETY

Section 6:01. It is the Employer’s responsibility to insure the safety of its employees and their compliance with safety rules and standards.

## **ARTICLE VII**

### Industry Fund (NECA Members Only)

Section 7:01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

**ARTICLE VIII** 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.

**ARTICLE VIII** One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area 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 the 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. (REQUIRED OF N.E.C.A. MEMBERS ONLY.)

### **ARTICLE VIII** Separability

Section 8:01. 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.

## 9<sup>TH</sup> DISTRICT SOUND & COMMUNICATIONS AGREEMENT

### IBEW/NECA

Article I, Section 1.01 is amended accordingly:

Section 1.01 This Agreement shall take effect December 1, 1993, and shall remain in effect until November 30, 1997, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
IBEW LOCAL UNION 280, 659, and 932  
AND THE  
OREGON PACIFIC-CASCADE CHAPTER, NECA**

**PERMANENT MOU MODIFYING SOUTHWEST OREGON ADDENDUM TO 9<sup>TH</sup>  
DISTRICT SOUND & COMMUNICATIONS AGREEMENT**

WHEREAS, IBEW Local Unions 280, 659, and 932 and the Oregon Pacific Cascade Chapter, NECA have a Southwest Oregon Addendum to the 9<sup>th</sup> District Sound & Communications Agreement (the “agreement”); and

WHEREAS, the bargaining parties have determined to modify certain provisions of the agreement, effective July 1, 2019 (the “Effective Date”), in the manner identified in this MOU;

THEREFORE, IT IS RESOLVED AND AGREED that, effective as of the Effective Date, the agreement is changed in the following manner:

1. Section 5.03 of the agreement is deleted, and replaced with the following language:

**“5.03 Cascade Pension Trust.** Each Employer who is bound to this agreement agrees that the Agreement and Declaration of Trust of the Cascade Pension Trust, as it now exists or may hereafter be amended, (Cascade Trust Agreement), shall continue in full force and effect during the term of this agreement, and agrees to be bound by the terms of such Cascade Trust Agreement.

“Each Employer who is a party hereto or who agrees to be bound by the terms hereof, shall make payment to the Trustees of the Cascade Pension Trust for each hour which is a covered hour under the terms of this agreement at the rate, if any, specified for such employee’s classification under the applicable Schedule 3A or Schedule A to the agreement between such IBEW Local and NECA. Payment of contributions and reporting by the Employer shall be on the terms and conditions provided for in Section 5.04 of this agreement.

“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.

“In addition to the contributions above, the Cascade Pension Trust permits employees covered by this agreement to elect to reduce the salary payable to them by the Employer and to direct the amount of the reduction be contributed to the Cascade Pension Trust under Section 401(k) of the Internal Revenue Code of 1954. If an employee so elects, the amount of the voluntary contribution shall be determined by the employee as a percentage of such hourly wages, but in any event not exceeding the amount provided under the Cascade Trust Agreement and the Internal Revenue Code. The employee shall designate the percentage on forms provided by the Trust and delivered to the Employer at the time the employee is dispatched to the Employer. In addition, during the month of December of each year, the

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

“Employers who fail to remit regularly shall be subject to having this 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 administrator 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.”

2. Section V.5 of the Addendum is deleted, renumbered as Section 5.04, and replaced with the following language:

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

“Any employer who fails to file a report or pay contributions by the 15<sup>th</sup> calendar day of the month following the month in which the work was performed shall be considered delinquent and in violation of this Agreement. Legal action may be brought by the appropriate parties to enforce collection and/or reporting without resort to arbitration. Delinquent employers shall be liable for all reasonable attorney fees, court costs and other expenses incurred in the enforcement of any applicable trust agreement or collection from such employer plus liquidated damages and lost earnings charges provided below. Each employer shall make available applicable books and records for the purpose of auditing same to determine the amount of the employer’s liability, and shall pay the expenses of the audit if any delinquencies are found under the guidelines of any of the applicable trust agreements. An action to collect contributions may be brought in the name of the respective trust fund, Trustees, the Trustees who compose the trust funds’ joint Audit Committee, or any other assignee or agency designated by said Trustees. Each employer agrees to, and shall be bound by, the terms of the Trust Agreement for each trust fund to which contributions are allowed or required hereunder.

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

“The parties recognize and acknowledge: that the regular and prompt payment of individual and employer contributions and/or amounts withheld from employees’ wages is essential to the maintenance of the various multiemployer employee benefit funds and designated

recipients of the withholdings; that delinquencies cause increased administration costs because of the additional labor, record keeping, oral and written notification, investigation, consultation and other effort to enter information in the computers, make calculations, send demand letters to and otherwise communicate with the delinquent employer, make reports to the delinquency committee members responsible for collecting all delinquent amounts, and fully inform counsel, the auditor or other third parties of the information needed to collect all delinquencies; that each failure to pay must be investigated and referred to one or more appropriate service providers for field investigation or audit or legal action; and that collection efforts must be undertaken even if the employer thereafter promptly pays the delinquent contributions or withholdings.

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

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

“Accordingly, in light of the anticipated harm caused by late payment or nonpayment of contributions and withholdings, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, the parties agree, that a delinquent employer shall be liable for all liquidated damages delinquency charges specified herein with respect to all contributions and withholdings not paid by the delinquency date.

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

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

**“Each employer without prior participation and contribution history to the trust funds or which have been delinquent in reporting or paying contributions to the trust funds**

shall post security, referred to as a "bond", to secure future payment of contributions due the trust funds in the manner and to the extent required by the collection policies and procedures established by the trust funds.

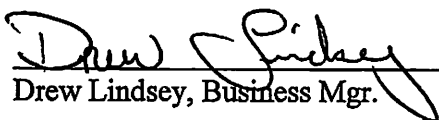
"Delinquent employers shall be liable to any employee affected by such delinquency for all benefits lost by such employee by virtue of such delinquency, plus interest at the statutory rate (pre- and post-judgment, and the bargaining parties specifically waive their right to have post-judgment interest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

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

The agreement, as modified by this MOU, is otherwise unchanged and shall remain in effect until changed or terminated in the manner provided by the agreement.

Signed to be effective as of the Effective Date.

IBEW LOCAL 280

By:   
Drew Lindsey, Business Mgr.

OREGON PACIFIC-CASCADE CHAPTER,  
NECA

By: \_\_\_\_\_  
Monique de Boer, Chapter Mgr.

IBEW LOCAL 659

By: \_\_\_\_\_  
Mike Scarminach, Business Mgr.

IBEW LOCAL 932

By: \_\_\_\_\_  
Robert Westerman, Business Mgr.



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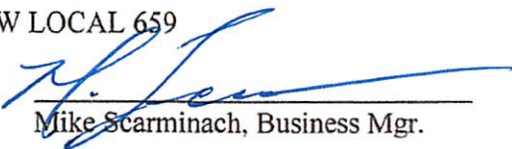
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NECA

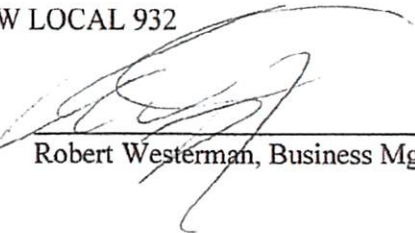
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Drew Lindsey, Business Mgr.

By: \_\_\_\_\_  
Monique de Boer, Chapter Mgr.

IBEW LOCAL 659

By:   
Mike Scarminach, Business Mgr.

IBEW LOCAL 932

By:   
Robert Westerman, Business Mgr.

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IBEW LOCAL 280

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Drew Lindsey, Business Mgr.

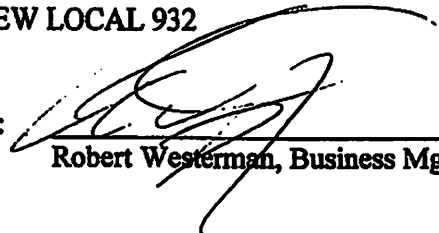
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IBEW LOCAL 659

By: \_\_\_\_\_  
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IBEW LOCAL 932

By:   
Robert Westerman, Business Mgr.

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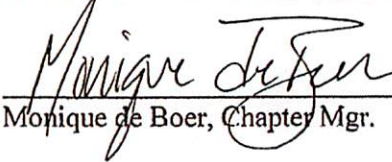
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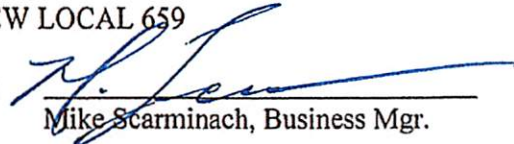
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Drew Lindsey, Business Mgr.

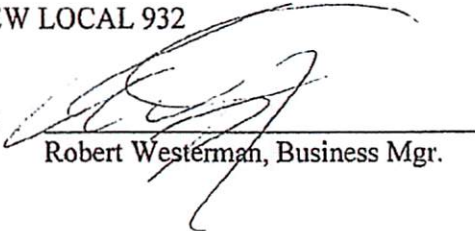
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IBEW LOCAL 932

By:   
Robert Westerman, Business Mgr.

**SCHEDULE 3A**

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

**AND THE  
SOUTHWEST OREGON ADDENDUM**

**BETWEEN THE**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION #280**

**AND THE**

**OREGON PACIFIC-CASCADE CHAPTER**

**NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

**January 1<sup>st</sup>, 2022 – December 31<sup>st</sup>, 2024**

## **NORMAL CONSTRUCTION LABOR MARKET**

“Normal construction labor market” is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which normal labor is secured:

Benton, Crook, Deschutes, Jefferson, Linn, Marion, and Polk Counties, the southern half of Yamhill county, and that portion of Lane County lying east of a line running north and south from the north-east corner of Coos County to the southeast corner of Lincoln County, State of Oregon.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

### **TRAVEL PAY FROM SHOP**

When employees are required to report to the shop, the Employer shall pay for time spent traveling from the shop to the job, between jobs and from the job to the shop.

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 when required 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 workday 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. Unless agreed upon as per Section 3.10 (Work Tools). The use of a personal vehicle shall not be a condition of employment.

### **PREMIUM PAY**

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

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

<b>Distance Traveled</b>	<b>Amount of Premium Compensation</b>
0-65 miles	No compensation
66-80 miles	\$2.00 per hour, maximum of 8 hours
81-100 miles	\$4.00 per hour, maximum of 8 hours
101-120 miles	\$6.00 per hour, maximum of 8 hours

121-140 miles	\$8.00 per hour, maximum of 8 hours
141-160 miles	\$10.00 per hour, maximum of 8 hours
161-180 miles*	\$12.00 per hour, maximum of 8 hours

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

2. The 65 miles, and travel beyond the 65 miles, shall be measured from the point of dispatch (shop or job) or actual miles driven, whichever is less.
3. Premium pay is only paid on days of travel.
4. When an employee is asked to travel more than thirty (30) miles from the point originally dispatched, the employee shall have the opportunity to refuse the transfer and receive a reduction in force (RIF), or accept continued employment. If the employee refuses a transfer closer than 30 miles, the employee shall be terminated as a quit or a reduction in force at the employer's option.

### **WORK HOURS**

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

### **FOUR-TENS**

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

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

Payday shall be on the fourth day of the workweek.

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

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

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

## **SHIFT WORK**

When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the following conditions shall apply:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 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 be worked between the hours of 12:30 a.m. and 8:00 a.m.. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

## **BREAKS**

There shall be a minimum of one (1) ten-minute break in the morning and one (1) ten-minute break in the afternoon in an agreed upon area.

(4/10's) There shall be a minimum of one (1) fifteen-minute break in the morning, and one (1) fifteen-minute break in the afternoon in an agreed upon area.

## **GRIEVANCE**

All grievances or questions in dispute shall be adjusted by the duly authorized local representative of each of the parties to this Agreement. In the event that these two (2) are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Any grievance which is not filed in writing within thirty working days of the grievant becoming aware of the grievance shall be deemed to no longer exist.

## **HOLIDAYS/OVERTIME**

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

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

### **FOREMAN/GENERAL FOREMAN**

On all jobs requiring five (5) or more Journeymen Technician, one shall be designated as foreman by the Employer. When ten (10) or more Journeymen Technicians are employed on the job, an additional foreman shall be designated by the Employer. When twenty (20) or more journeymen Technicians are employed on the job, a general foreman shall be designated by the Employer.

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

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

### **FOREMAN CALL BY NAME**

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

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

### **REFERRAL PROCEDURE**

When employees are ordered to report to work, they shall receive not less than two (2) hours pay, unless it is through some fault of their own or because of conditions which the Employer is not responsible.

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



## **TECHNICIAN RECALL**

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

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

## **HIRE OFF STREET**

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

## **DIRECT DEPOSIT**

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

## **WORK TOOLS**

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

### **Tool List**

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

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

- 1 medium-tip flat screwdriver
- 2 Phillips screwdrivers (#1 and #2)
- 1 center punch or awl
- 1 set nut drivers or 1/4" socket set
- 1 torpedo level
- 1 sheetrock saw
- 1 steel tape measure
- 1 flashlight
- 1 digital \* (Fluke 110 series, model 111/112 or equivalent)
- 1 tone Generator

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

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

### **WAGES**

<b>Effective Dates</b>	<b>01-01-22</b>
Sound and Communication Technician	\$36.17
Foreman – 110%	\$39.79
General Forman	\$43.40

#### APPRENTICESHIP PERCENTAGES

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

### **FRINGE BENEFITS**

<b>Benefit</b>	<b>1/1/2022</b>
Health & Welfare	\$10.00 per hour
NEBF	3% of gross
Cascade Pension	\$2.70 per hour
District 9 Pension	\$2.75 per hour
Apprenticeship and Training	2% of Tech Base Wage

## **Wage and Benefits for 2023 & 2024**

01-01-23	\$2.50 total package increase. Any Health and Welfare increases will be split 50/50 between Management and Labor's negotiated increase.
01-01-24	Prior to 01-01-24, Open Wages and Benefits in Contract for negotiations

### **PREVAILING WAGE**

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

### **CREDIT UNION DEDUCTION**

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

### **FRINGE BENEFIT COLLECTION POLICY**

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

Any Employer who fails to file a report or pay contributions by the 20<sup>th</sup> of the month in which such report or payment is due shall be considered delinquent and in violation of this Agreement. Legal action may be brought by the appropriate parties to enforce collection and/or reporting without resort to arbitration. Delinquent Employers shall be liable for all reasonable attorney fees; court costs and other expenses incurred in the enforcement of any applicable Trust Agreement or collection from such Employer plus liquidated damages and lost earning charges provided below. Each Employer shall make available applicable books and records for the purpose of auditing same to determine the amount of his liability, and shall pay the expenses of the audit if any delinquencies are found under the guidelines of any of the applicable Trust Agreements. Action to collect contributions may be brought in the name of the respective Trust Fund involved, its Trustees or any assignee or agency designated by said Trustees. Each

Employer agrees to, and shall be bound by, the terms of the Trust Agreement for each Trust to which contributions are allowed or required hereunder.

Any Employer which is delinquent in the payment or reporting of contributions shall be liable for liquidated damages and for damages for loss of earnings and related administrative and collection expenses which may be difficult to assess. These liquidated damages are in addition to contributions otherwise due. Damages for loss of earnings on contributions which are delinquent past the last day of the month in which they are due shall be charged at the rate of twelve percent (12%) per year of the delinquent contributions from the first day of the month following the month in which they are due until paid. Liquidated damages for administrative and collection efforts or expenses shall be computed for each Trust for delinquencies during each twelve consecutive calendar months as follows: (1) For the first delinquency, \$25 per full or partial calendar month of delinquency up to a maximum of \$100; (2) for the second delinquency, 5% of the contributions owed, or \$25 if greater, per full or partial calendar month of delinquency, up to a maximum of 20% or \$100 if greater; (3) for the third and subsequent delinquencies, 10% of contributions owed, or \$25 if greater, per full or partial calendar month of delinquency, up to a maximum of 20% or \$100 if greater.

The parties agree to abide by the terms and conditions established from time to time by the Trustees of the various Trusts providing the fringe benefits, with respect to any collection procedure for delinquent contributions; provided, however, this Agreement or the applicable Trust Agreement shall control to the extent of any direct conflict with such collection procedures. Each Employer without prior participation and contribution history to the Trust Funds shall post security for contributions due the Trust Funds in the manner and to the extent required by the collection policies and procedures established by the Trust.

Delinquent Employers shall be liable to any employee affected by such delinquency for all benefits lost by such employee by virtue of such delinquency, plus interest at the statutory rate, and such delinquent Employer shall also be liable for reasonable attorney fees for any action brought to recover the amount of said benefits.

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

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

Each employer who is bound by the Schedule 3A Sound and Communication Agreement agrees that the Agreement and Declaration of Trust of the District No. 9 Pension Trust as amended August 1, 1994, shall continue in full force and effect during the term of the 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 Schedule 3A Sound and Communication Agreement to which it is attached, at the rate of \$2.75 per hour worked for all employees. Payment of contributions and reporting by the employer shall be on the terms and conditions provided for in Article "Fringe Benefit Collection Policy" of Schedule 3A Sound and Communication Agreement.

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

Hours worked shall be deemed to include straight time hours, actual overtime hours, report time and shift premium hours not worked, in addition to such other time as provided for the District No. 9 Pension Trust Agreement.

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

### **QUIT LANGUAGE**

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

### **CERTIFIED TRAINING LANGUAGE**

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

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

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

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

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

## SEPARABILITY CLAUSE

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

Nothing in this Agreement shall be construed as waiving any rights or protection granted to either the Employer or the Union under any applicable Federal or State Law.

Signed on the 18<sup>th</sup> day of January, 2022



Monique de Boer  
Executive Manager  
Oregon Pacific-Cascade, NECA



Drew Lindsey  
Business Manager  
IBEW Local Union #280

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**April 12, 2022**

Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement