

Inside Agreement

Between

The International Brotherhood of Electrical Workers
Local Union 659



and

The National Electrical Contractors Association
Oregon Pacific-Cascade Chapter



1-1-2023 through 12-31-2025

AGREEMENT

Agreement by and between the Crater Lake Division, Oregon Pacific-Cascade Chapter, National Electrical Contractors Association and Local Union No. 659, International Brotherhood of Electrical Workers.

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 the Agreement, the term "Association" shall mean the Crater Lake Division, Oregon Pacific-Cascade Chapter, National Electrical Contractors Association, and the term "Union" shall mean Local Union No. 659, International Brotherhood of Electrical Workers.

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

ARTICLE I

AMENDMENTS - DISPUTES - DATE - TERMINATION

I-1. 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-2. (a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

I-3. 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. 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. There shall be a Labor-Management Committee of three representing the Union and three 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. All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

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.

I-7. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two 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. 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. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter 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. The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future jobsites, if and when a majority of the Employer's employees authorizes the Union to represent them in collective bargaining.

II-2. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -- upon receipt of a voluntary written authorization -- the additional working dues 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.

II-3. No member of Local Union 659, I.B.E.W., while he remains a member of such Local and subject to employment by Employers operating under this Agreement shall, himself, become a contractor for the performance of any electrical work.

II-4. 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 day following the date of their employment, or the effective date of this Agreement, whichever is later.

II-5. This Agreement does not deny the right of the Union or its representative to remove its members from jobs when any unfair labor condition exists, but no removal shall take place until twenty-four (24) hours' notice is first given to the Employer involved.

II-6. Whenever any such removal shall occur, it shall be the duty of the workmen involved to put away all tools, equipment and materials if storage place has been provided by the Employer.

II-7. 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-8. The representatives of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

II-9. The Union shall have the right to appoint a steward at any shop or on any job where members and/or workmen are employed under the terms of this Agreement on jobs of eighty (80) or more workers the Union will be entitled to appoint a non-working job 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 a steward be discriminated against by any Employer because of the faithful performance of his duties as a steward.

II-10. Certain qualifications, knowledge, experience and financial responsibilities are required of any Employer signatory to this Agreement. Therefore, a recognized Employer shall be a person, firm or corporation having these qualifications and maintaining a permanent place of business and a suitable financial status to meet payroll requirements and regularly employing at least one (1) journeyman not connected with the firm. Avoidance of the intent of this provision shall not be permitted by the pretense of ownership of the business by an immediate member of the family. The Employer's place of business shall have a telephone and be open to the public during normal business hours. The Employer's place of business shall not be connected with nor be a part of a domestic establishment.

II-11. Each Employer signatory to this Agreement shall be required to have identification signs on both sides of his equipment-carrying vehicles with lettering of one and three-quarters (1-3/4) inch minimum size. These signs shall be of a permanent nature.

The Employer shall also display an identification sign on his place of business visible from the street or highway.

II-12. The Business Manager or Financial Secretary of the Union shall have the right to check the Employer's time books with respect to the time and wages of any workmen employed under the terms of the Agreement. Workmen shall make out daily time cards as requested by the Employer. No workman shall be required to make out time cards for other than the total number of hours on each job daily.

II-13. Only one member of the firm shall be permitted to work with the tools, and then only when he has at least one (1) journeyman employed and working under the terms of this Agreement (except in an emergency to protect life or property).

At no time shall the working member of the firm work in excess of eight (8) hours alone, or on any job where other building tradecrafts are employed, unless accompanied by a journeyman employed under the terms of this Agreement.

II-14. For all employees covered by this Agreement, the Employer shall carry Worker's Compensation with the State or a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of this State and shall furnish satisfactory proof of such to the Union. The Employer shall also make contributions to the State Unemployment Compensation Commission.

II-15. The Employer shall not loan or cause to be loaned to another Employer any workman employed under the terms of this Agreement without first securing the approval of the Union and, then only when applicants possessing the required skills are not available under the Referral Procedure.

II-16. The Employer will notify the Union upon request by letter of the names of those employees who keep Company vehicles at their homes. Subsequent notifications will be made only upon request of the Local Union. Notifications of intermittent use will be the responsibility of the employees.

II-17. Journeyman Recall by Name. The Employer shall have the right to recall Journeyman by name, subject to the following conditions:

1. Only Journeyman on Book I out-of-work list are eligible for recall.
2. Journeyman may be recalled at any time up until one hundred and eighty (180) days from the date the employee is terminated due to layoff by an Employer. Recall is subject to proof of an unemployment claim.
3. If a Journeyman quits employment, he/she is not subject to recall by name by any employer.
4. If a Journeyman does not work forty (40) hours in a thirty (30) day period he/she shall be returned to the out-of-work list.
5. Journeyman shall be recalled at a ratio of 2:1 to requests for General referrals.

Any Journeyman returning from a short call is not eligible for recall by name by the Employer.

II-18. 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-19. Each employee may take two (2) weeks' vacation each calendar year. No additional vacation time, as such, shall be allowed because of any holiday that may fall within the two (2) week vacation period as granted. Seniority in the shop shall govern vacation schedule. Not more than twenty percent (20%) of the employees may take vacation at the same time, except by consent of the Employer. Each employee shall give his Employer at least thirty (30) days prior notice of his desire to take vacation.

II-20. 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.

Termination Definitions:

As applied to this Agreement, the following definitions shall apply:

1. Quit – Self termination for any cause.
2. Reduction in Force – Laid off.
3. Discharged – Discharged for cause.

Labor and Management recommend that all employers use progressive discipline in all cases with the exception of discharge for cause. Progressive discipline is a verbal warning, written warning and discharge.

II-21. It is the policy of the Employer and the Union not to discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE III
HOURS - WAGE PAYMENT - WORKING CONDITIONS

III-1. The workday shall be eight (8) hours between the hours of 6:00 a.m. and 6:00 p.m., with either a one-half (1/2) hour or a one (1) hour lunch period, Monday through Friday. The standard workweek shall be forty (40) hours on five (5) consecutive days, beginning Monday and ending on Friday, except as otherwise provided under Article III, Section 4. The total workweek shall begin at 12:01 a.m. Monday and end at midnight the following Sunday. (The above hours of work may be changed by the parties to this Agreement.)

III-1A. Four 10 - hour days. The Employer, with 24 hours prior notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m. One option is Monday through Thursday, with one-half hour allowed for a lunch period with Friday available to be used as a make-up day, and if utilized, a minimum of eight (8) hours work must be scheduled. Or a second option of Tuesday through Friday, with one-half hour allowed for a lunch period with Monday available to be used as a make-up day, and if utilized, a minimum of eight (8) hours work must be scheduled. After ten (10) hours in a workday overtime will be at 2x the rate of pay. Eight (8) hours on Friday and Saturday overtime shall be paid at a rate of one and one-half times the regular rate of pay.

When an individual is dispatched to a four-ten's project in the middle of the week and the crew is asked to work on Friday, this individual would receive overtime on this day as if he had been there all week.

The Employer will allow employees to have an option to work a full forty (40) hours during weeks when holidays fall during the work week, such as Labor Day and Memorial Day.

III-1B. In situations where work is to be performed in non-residential occupied facilities and the Employer/customer determines that it is impractical for work to proceed during regular working hours, he may request upon mutual agreement the employees to work any eight consecutive hours in a 24-hour period provided there is at least 40 (forty) minimum hours, per man, worth of work to be performed.

The contractor may schedule eight consecutive hours of work with a 30-minute lunch break after the first four hours of work, between the hours of 4:30 p.m. and 8:00 a.m., Monday through Friday at the straight time rate of pay for all hours worked.

If any employee receives less than 40 (forty) hours on an occupied facilities project, the employee shall receive shift differential of 7.5% above the straight-time wage.

III-1C. A voluntary workweek Tuesday through Saturday may be worked for Service and Maintenance. The wage paid will be 110% of the applicable rate for all hours worked. **Service and Maintenance electricians are not required to collect payment at time of service when a dispute arises regarding pricing, but may be asked collect signatures prior to commencing work or after completing work.**

III-1D. Workmen whose primary assignment is welding shall receive \$1.50 per hour above the applicable journeyman rate of pay.

III-1E. Workmen who are assigned to operate a boom truck or crane and who are certified to do so shall receive 105% of the applicable rate of pay.

III-1F. ENERGIZED CIRCUIT WORK: Two Journeyman 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. Journeyman wireman, 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. When performing the above-mentioned work, workers working directly with the energized components shall be paid 110% of journeyman scale.

III-1G. 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 journeyman 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 7th 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.

III-2. The lunch period shall begin **per BOLI Guidelines**. When employees are requested to work during the lunch period, they shall receive the applicable overtime rate of pay until relieved for a meal. When employees work outside of routine hours and the starting time is more than two (2) hours before the regular starting time, or work continues more than two (2) hours after regular quitting time, acceptable meals shall be furnished at the Employer's expense **or the employer shall pay \$15 in lieu of providing** meals at intervals of not more than five (5) hours while the employees continue to work.

III-3. Overtime on work outside of the regularly scheduled hours (Monday thru Friday) for the first two (2) hours and eight (8) hours on Saturday and Sunday during the normal work hours shall be paid at one and one-half (1-2) times the straight time hourly rate. All other overtime and on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, shall be paid for at double the straight time hourly rate of pay. If the holiday falls on Saturday or Sunday, the holiday will be recognized on Friday or Monday, respectively. In addition to the above holidays, the worker shall be allowed to determine whether they will celebrate Veterans Day or the day after Thanksgiving as a holiday. If Veterans Day is not selected as a holiday, the day after Thanksgiving will be celebrated. Work performed on the holiday selected will be paid for at double the straight-time hourly rate of pay.

No work shall be performed on Labor Day except in case of emergency, and then only to protect life or property.

It is understood by both parties that occasional overtime and service call work shall be performed by the employees.

When workmen are called out after regular working hours on trouble calls, they will receive a minimum of **two (2) hours** time at the applicable overtime rate of pay.

III-4. When so elected by the contractor, multiple shifts of at least eight (8) hours for at least five (5) day's 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 hours 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 7.5% 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 15% 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 days' 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, with the exception of high time after regularly scheduled hours, to be consistent with **III-14**. There shall be no requirement for a day shift when either the second or third shift is worked.

III-5. When a workman has worked on one shift and, in addition, an overtime period, he shall not be required to go back to work at the regular straight time rate until relieved for a period of eight (8) hours. However, it shall be the option of the workman to take time off from his regular shift for overtime worked or to be worked.

III-6. Prevailed Wage Jobs.

On all electrical work for new construction, remodel and maintenance, where a "prevailing wage" rate has been established by a governmental agency, that rate with the below applicable percentages for foreman and apprentices will apply.

Harrison Health and Welfare contributions shall be at the rate contained in the current and any successor agreements.

III-7. The minimum hourly rate of wages shall be as follows:

Effective 1-1-2024:

Journeyman Wireman	\$45.00	
Journeyman Technician	\$45.00	100% of Journeyman Wireman rate
Foreman	\$49.50	110% of Journeyman Wireman rate
General Foreman	\$54.00	120% of Journeyman Wireman rate
Journeyman Wireman	\$49.50	110% of Journeyman Wireman rate
Service and Maintenance		(Voluntary workweek Tuesday through Saturday)
Journeyman Wireman	\$46.50	(See III-1D)
		(When assigned welding)

Apprentice Wireman

1st period	\$20.25	45% of Journeyman Wireman rate
2nd period	\$22.50	50% of Journeyman Wireman rate
3rd period	\$24.75	55% of Journeyman Wireman rate
4th period	\$27.00	60% of Journeyman Wireman rate
5th period	\$29.25	65% of Journeyman Wireman rate
6th period	\$31.50	70% of Journeyman Wireman rate
7th period	\$33.75	75% of Journeyman Wireman rate
8th period	\$36.00	80% of Journeyman Wireman rate

Fringe benefits shall be as follows:

Health and Welfare	\$10.25
Apprenticeship & Training	\$1.18
National Electrical Benefit Fund	3%
Cascade Pension (Journeyman)	\$7.10

Cascade Pension for Apprentices:

1	0-999	n/a
2	1000-1999	n/a
3	2000-2999	55%
4	3000-3999	60%
5	4000-4999	65%
6	5000-5999	70%
7	6000-6999	75%
8	7000-7999	80%

Effective 1-1-2025:

Agreement will open for economics only – Wages, Pension, Health and Welfare and Vacation.

III-8. When a workman is requested by the Employer to furnish Supervisor's License and Service, he shall receive at least Foreman's rate of pay while performing those services. Each contractor shall notify the Union of the Supervisor of record.

III-9. Confined/Tunnel Work:

All work defined as that work performed in construction (blasting or drilling) of a subterranean passageway for a road, railroad or canal, wages shall be paid at one hundred ten percent (110%) of the applicable rate. This work is also defined by the need for an O2 monitor as well as an OSHA permit to enter the confined space/tunnel.

III-10. Wages shall be paid on the last scheduled workday, in any case not later than Friday and not later than quitting time, and not more than five (5) days' wages may be held at any time. Out of state employers will make arrangements with a local bank in the nearest city to cash checks written on out-of-area banks. Any workman laid off or discharged by the Employer shall be paid all his wages. In the event he is not paid accordingly, waiting time at the regular rate shall be charged up to eight (8) hours in any twenty-four (24) hour period until payment is made. Upon forty-eight (48) hours' notice in writing of quitting, (Saturdays, Sundays and holidays excluded) the Employer shall pay all monies owed the employee at the end of the last day worked.

If the Employer has the ability to deposit payroll directly into an employees account then, with written authorization from the employee, the employer may pay wages directly to the employees bank or credit union account. Wages must be negotiable no later than quitting time on Friday or if appropriate, the employer's designated payday. If the employee is working four-tens he shall be paid on the last day of the work-week as appropriate. Wages may also be paid by mail with the employee's written consent. These types of payment, once adopted, may not be changed except upon fourteen (14) day advanced written notification between the employee and the employer.

When an employee is terminated outside of the employer's normal office business hours, the employer 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, Federal Express date, registered mail date, etc., indicating the date the employee's final paycheck was mailed.

III-11. It shall not be considered a violation of this Agreement, nor shall any workman be discharged by the Employer if he recognizes another labor organization's bona fide picket line which is sanctioned by the local Central Labor Council or the Building Trades Council. The Union shall notify the Employer as soon as possible if an organization secured such sanction.

III-12. Show-Up Pay: Unless workmen are ordered not to report for a regular work shift, they shall receive not less than two (2) hours' pay for so reporting unless it is through some fault of their own or because of conditions for which the Employer is not responsible.

III-13. Safety: All applicable Safety Rules as promulgated by the proper authority shall be observed. No employee shall be discharged for refusing to do jobs that he feels are unsafe if other work is available. (It is the intent of this Section that the first consideration is to make the job safe.)

All employees under this agreement shall have a current First Aid and CPR card and attend safety meetings and safety classes as required by Oregon Rules and Statutes. All employees will maintain and keep current First Aid, CPR, Drug Free Workplace compliance, electrical license and OSHA 10 (when required) to be an employee under this agreement. First year apprentices shall not be assigned tasks involving live circuits.

III-13A. 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 applicable federal or state laws. Such rules 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.

It shall also be the function of this Committee to study safe work rules and recommend their update to the parties to this Agreement. This Committee shall meet at least once each month and also when called by the Chairman or when called by a majority of the current Committee members.

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 **themselves**.

It is the Employer's responsibility to ensure the safety of its employees and their compliance with safety rules and standards.

Disregard for the Employer's safety policy and use of safety equipment shall result in the employee being referred to the NECA / IBEW Joint Safety Committee for review and may result in employee discipline and / or discharge by the employer.

The Union agrees to emphasize to its members the key role the employees have in establishing a safe work place.

III-14. When workmen are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair, or on building frames, stacks or towers at a distance of fifty (50) to ninety (90) feet from the ground or supporting structures, they shall be paid one and one-half (1-1/2) times the regular rate for such work.

On work in excess of ninety (90) feet, on any lift, they shall be paid double the regular rate for such work. When such work is performed outside of the regularly scheduled working hours, workmen shall be paid three (3) times the regular rate of pay. An assignment of work

referred to in this Section shall entitle the workman to the premium rate for a period of at least two (2) hours.

III-15. When an employee is injured on the job to the extent that he needs hospitalization, he shall be paid a full day's wage for the accident day unless he receives wages from workmen's compensation for that day.

III-16. On all tunnel jobs and jobs requiring a General Foreman, there shall be a pre-job conference to establish the conditions of work and shift change conditions for the project. No men will be dispatched prior to the pre-job conference.

III-17. On jobs requiring any combination of six (6) or more journeyman and apprentices, one (1) journeyman shall be designated as Foreman. (Foreman shall not work with the tools when ten (10) or more journeymen, including the Foreman, are on the crew, except at his discretion when it will not interfere with his supervisory duties.) Jobs requiring twenty (20) to fifty (50) journeymen **or apprentices**, including the Foreman, shall have one (1) General Foreman and a Foreman for every ten (10) journeymen or fraction thereof; and an additional General Foreman when an additional twenty (20) to fifty (50) journeyman **or apprentices** are required. A Foreman will be designated by the Employers. An Employer shall not serve as a Foreman or General Foreman. On all jobs requiring six (6) or more journeyman, every fifth (5th) journeyman, if available, shall be fifty (50) years of age or older-

III-18. The Union will dispatch workmen to recognized contractors signatory to current construction wiring Agreements with the IBEW and its Local Unions, including Local Union No. 659, from the following cities: Grants Pass, Klamath Falls, Medford, and Roseburg, and in accordance with the following provisions:

- (1) The use of an automobile shall not be a condition of employment at any shop or job.
- (2) Employees shall not use their personal vehicles on Employer business.
- (3) When workmen are ordered to report to the shop in the morning they shall report not earlier than **6:00 a.m.**, and when ordered to return to the shop, they shall report not later than the regular quitting time.
- (4) The Employer shall furnish transportation and pay travel time from shop to job, job to job, and job to shop.
- (5) The use of a personal cell phone shall not be a condition of employment at any shop or job. **Including the use for digital timecards.**

III-19. When jobs are of a semi-permanent nature (defined as three (3) consecutive calendar days or more) workmen may be required to report directly to the job and put in eight (8) hours' work on the job, provided such job shall have a safe place and adequate provisions for keeping the workmen's tools and adequate lunch facilities.

The employers recognize that the employee's place of employment is the permanent place of business of the employer. The employers also recognize the expenses of having the employees report directly to the various job locations throughout Local 659's jurisdiction. The employers are accordingly agreeable to pay transportation allowances (as detailed below) as an adjustment for out-of-pocket expenses which is not to be construed by the employee as any form of compensation for employment.

It is agreed and understood that while traveling to and from work, the employees are not within the course and scope of their employment and the relationship of employer-employee does not commence until the hourly wage commences.

Employer shall pay traveling expense and mileage or furnish transportation from shop to job, job to job, and job to shop. There shall be a 45-mile free zone from the downtown Post Office in Grants Pass, Klamath Falls, Medford and Roseburg.

Employees working on jobs 100 miles or further from their assigned shop, or are required to stay away from their home overnight, the employee shall be paid a minimum of **\$130** (per diem) per day or the employer shall pay all actual reasonable expenses (example: meals, motel, trailer space, etc).

On jobs outside the boundaries of the free zone employees shall be on the job at the normal starting time and work until the scheduled quitting time. Travel Pay / Per Diem shall be paid for all days worked an in accordance with chart below. Employers having work outside Local 659's jurisdiction shall be guided by the chart for Travel Pay / Per Diem compensation for all employees.

Road miles from Grants Pass, Klamath Falls, Medford and Roseburg. These miles driven are based on Google Maps.

Road	Company /Personal	
	Travel Pay	
	Per Trip	Per Trip

	Miles	One-Way	Round-Trip
Free Zone	0 - 45	\$0.00	\$0.00
	> 46 - 55	\$20.00	\$40.00
	> 56 - 70	\$26.00	\$52.00
	> 71 - 85	\$32.00	\$64.00
	> 86 - 99	\$37.00	\$74.00

III-20. Employees receiving travel allowance who are terminated for cause, or who quit their job prior to working fifteen (15) days, will not receive return travel allowance.

III-21. While operating in the jurisdiction of Local Union No. 659, International Brotherhood of Electrical Workers, out-of-town jurisdiction contractors will regard the Post Office of Klamath Falls, Medford or Roseburg, closest to the job site, as their permanent shop.

III-22. 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 to 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-23. Each journeyman shall provide himself with an adequate set of hand tools to enable him to perform his particular classification of work. At the start of any job requiring welding, contractors shall furnish adequate equipment to protect the Welder and his clothes.

Shall furnish list as follows:

- Tool pouch or container
- 2 Pair of Channel locks
- Electricians knife
- Pencil
- One pair cutting dikes
- One pair cutting pliers
- 7 piece spin tight's up to 1/2"
- Wire striper
- Awl or Center Punch
- Hammer
- Screwdrivers not over 8" (Phillips and blade)
- 600 Volt Cat. III 1,000V / Cat. IV 600V type voltage tester

One torpedo level
One pair needlenose pliers
Hacksaw frame
Tool box
One tape measure
One set of Allen wrenches
One square driver #2

An apprentice should provide himself with tools to perform the work.

No journeyman shall furnish the following tools:

Hard hats.
Safety belts.
Safety goggles or shields.
Drop Cloths.
Taps and dies.
Vises of any type.
Fish tape of any length.
Drill bits of any kind.
Hole cutting punches or saws.
Pipe wrenches larger than 14 inches.
Pipe threading equipment of any kind.
Hickeys or bending tools of any nature.
Thin-wall crimpers of all sizes.
Wire or cable pulling equipment other than hand tape grip.
Welding tools or apparel.
Electric drills or power tools of any type or size.
Meters or testers other than 600 Volt Cat. III 1,000V / Cat. IV 600V type voltage tester.

The employee is responsible for his personal tools. 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 the employer with a verified inventory of his tools, to aid the employer in report filing and replacement, if required. The employer shall not be liable for tools that have not been placed on the employer verified inventory, or those tools the contractor has told the employee to take off the job.

III-24. Workmen employed under terms of this Agreement shall do all electrical and electronic construction, installation, erection work, instrumentation work, radiation monitoring, and all electrical maintenance thereon, including the connecting, mounting of all fixtures, appliances, motors, equipment, electronic devices, electronic systems, communications systems with all related control wiring and devices, including final running tests. This work also shall include such work as welding, burning, brazing, bending, drilling, shaping and threading of all conduits, copper, silver, aluminum, channel iron, angle irons, "I" beams, and brackets to be used in connection with the installation of electrical wiring or equipment where such work is

done on the job site, the installation and maintenance of temporary wiring and the installation and maintenance of all electrical lighting, heating and power equipment. The moving and handling and placing of all electrical equipment shall be done by or under the supervision of employees hired under terms of this Agreement.

There shall be no restriction covered by this Agreement on the installation of any materials 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. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

III-26. A journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours unless errors were made by orders of the Employer or Employer's representative. The Employer shall notify the Union of improper workmanship and a joint committee shall be formed to rule on the matter. Each party to this Agreement shall select not less than one (1) person not directly involved to serve on this committee. The committee shall be notified and shall act within five (5) days of the time the Employer is aware of the infraction. The Union assumes responsibility for the enforcement of this provision upon its members, provided, however, no corrections shall be made by the workman or the Union unless notified of same by the Employer within sixty (60) days from completion of the job. Wages shall not be withheld until so determined by the committee.

III-27. When the Employer desires to employ a particular applicant as Foreman, he shall notify the Dispatcher of the name of the applicant requested. The above shall be subject to the following conditions:

- (a) Such applicant must be eligible for Group I Classification.
- (b) Such applicant must work as a Foreman for at least sixty (60) days, unless such job is for a shorter duration; and
- (c) In a continuing effort to resolve mutual problems of the industry the parties subject to this Agreement agree to form a committee to resolve problems arising under this Section.

ARTICLE IV **APPRENTICESHIP AND JOURNEYMAN TRAINING**

IV-1. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of eight members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members 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 apprenticeship 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, journeyman, 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 for 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.

The 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 telecommunications 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 sometime 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 V-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. Each job site shall be allowed a ratio of **journeyman and apprentices that will always follow the current Oregon BOLI ratio/chart.**

Examples for 1/1/2023

<u>Number of Journeymen</u>	<u>Maximum Number of Apprentices / Unindentured</u>
1 to 3	2
4 to 6	4
etc.	etc.

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

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.

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 **three** years of related classroom training using the NJATC curriculum and accumulated a minimum of **7,000** 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.

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 and 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 party's signatory to the local apprenticeship and training trust agreement. The current rate of contribution is **one dollar and eighteen cents (1.18¢)** per hour for each hour worked. This sum shall be due the Trust Fund by the same date as in their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE V REFERRAL PROCEDURE

V-1. 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. The Union shall be the sole and exclusive source of referral of applicants for employment.

V-3. The Employer shall have the right to reject any applicant for employment.

V-4. 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. 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 one year 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.

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 trade under a collective bargaining Agreement between the parties to this Agreement.

GROUP IV

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

V-6. 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-7. 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-8. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

Inside electrical work when performed in the following areas:

State of Oregon - Counties

Douglas(1)	Josephine
Harney	Klamath
Jackson	Lake

(1) That portion East of the Coastal Watershed Divide.

State of California - Counties

Modoc
Siskiyou

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-9. "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 had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

V-10. 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 years' experience in the trade.

V-11. 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-12. 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-13. 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.

An applicant who is discharged for cause two times within a twelve-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 business days, review the qualifications of the applicant and the reasons for

the discharges. 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 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-14. 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-15. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

V-16. 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 V-4 through V-14 of this 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-17. 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-18. 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-19. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

V-20. When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- (a) Temporary Employees, if any are employed, shall be laid off first. Then employees in GROUP IV shall be laid off next, if they are employed in this Group. Next to be laid off are employees in GROUP III, if any are employed in this Group, then those in GROUP II, and then those in GROUP I.
- (b) Paragraph (a) will not apply as long as the special skills requirement, as provided for in Section V-14(a), is required.
- (c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in Paragraph (a) above.

ARTICLE VI **FRINGE BENEFITS**

VI-1.

Health and Welfare.

Each Employer who is bound hereby agrees that the Restated Agreement and Declaration of Trust for the Harrison Electrical Workers Trust Fund (hereinafter Health and Welfare Trust Agreement) shall continue in full force and effect during the term hereof, and agrees to be bound by the terms of the Health and Welfare Trust Agreement. In addition to the above the employer shall fund a pre-paid health and welfare program for retirees between the ages of 60 and 65.

The individual Employer shall on a monthly basis contribute and forward to the Health and Welfare Fund per clocked hours which he is obligated to pay to employees in this bargaining unit.

Upon recommendation of the Trustees of the Health and Welfare Trust Fund, the contribution to the Fund may be increased by the joint signing of an amendment by a corresponding deduction of fifty percent (50%) of the increase from the employee's wages after sixty (60) days' notice is given to management prior to any scheduled wage adjustment. The Employer will pay the additional fifty percent (50%) of this increase.

Substance Abuse. The dangers and costs that 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 abuse and 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 principals, 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.

The substance abuse program will be effective January 1, 1995. The cost of the program will be shared equally between the employers and the employees.

The failure of an individual Employer to comply with any Employer obligations of the Health and Welfare Trust Agreement shall also constitute a breach of this Collective Bargaining Agreement.

If you are a Category I employee or you have a frozen reserve account and now participate as a Category II employee, you have the option of making after-tax contributions to the Trust in order to pay for future health and welfare coverage after your reserve account has been depleted. In order to make the after-tax contribution, you must meet one of the criteria to make a partial self-payment or utilize the reserve account as described on page 5 of the Benefit Booklet. A separate account will be established in your name. This account will not draw interest. The maximum contribution to this account is equal to the cost of six months of health and welfare coverage. If you wish to take advantage of this option, please contact the Plan Administrator for a form that must accompany your payment.

Payment can be made through payroll deduction by your employer.

Once a payment is made to the individual account, it cannot be withdrawn for any reason other than to purchase health and welfare coverage for you and your dependents after employer contributions to your reserve account have been depleted. In the event you die, your dependents can use the money in the account to continue eligibility for health and welfare coverage.

If you want additional information concerning contributions to an individual account, please call or write the Plan Administrator.

VI-2. Cascade Pension Trust.

A. Each Employer agrees that the Cascade Pension Trust established effective July 1, 1975, shall continue in full force and effect during the term hereof and agrees to be bound by the terms of the Agreement and Declaration of Trust (as amended from time to time) pursuant to which such Trust was created and functions.

B. Each Employer shall make payment to the Trustees of the Cascade Pension Trust for each hour which is covered work hereunder at the rate of **Six Dollars and fifty-one cents (\$6.51)**. Contributions to apprentices above 2nd period shall be a percentage of such contribution equal to the percentage of the journeyman hourly wage paid to the apprentice.

C. 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 that the amount of the reduction be contributed to the Cascade Pension Trust under Section 401(k) 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 contributions shall be determined by the Participant as a percentage of such hourly wage. 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 of the next year. Once a percentage is designated by a Participant, it may not be changed without the consent of the Employer except during the month of December of each year.

(2) The 401(k) contribution cannot exceed 25% of the hourly wage, excluding other fringe benefits. The maximum 401(k) contribution limit is calculated by multiplying the basic hourly wage by 25%. There is also a maximum dollar amount which one may contribute during any calendar year. The limit varies from year to year and increases for participants who are at least 50 years old. The maximum is at least **\$22,500**. If one wishes to contribute more than **\$22,500**, contact the trust administrator to determine if you are eligible to do so.

(3) Each Employer shall submit to the Administrator of the Cascade Pension Trust, not later than 75 days after the close of the Employer's fiscal year a statement indicating whether the Employer for such year had any net taxable income for such year. If the Employer had none, then the Employer shall fully cooperate with the Administrator so that the Administrator may determine whether the contributions under this Section C were proper.

VI-3 **Vacation**

The employers agree to contribute 1.5% of the gross hourly wage for each hour worked by employees under this collective bargaining agreement toward a vacation allowance. All monies shall be forwarded monthly to the NECA office 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 and deposited in the IBEW Cascade Federal Credit Union, P.O. Box 3138, Salem, Oregon 97302, and listed it on the MPR-49 monthly report form. The amount shall be included with wages and be subject to NEBF, federal and state withholding taxes, social security tax, unemployment insurance, etc.

The IBEW Cascade Federal Credit Union shall establish a vacation account for each employee covered by the Agreement and credit each with the percentage of their gross hours wage for each hour worked as reported on monthly reports in the amounts required in the paragraph above.

VI-4. **Credit Union Deduction.**

The Employer agrees to deduct from the employees' wages, an amount specified by the employee and deposit it monthly in the IBEW Cascade Federal Credit Union, P.O. Box 3138, Salem, Oregon 97302, and list it on the MPR-49 monthly report form. The amount shall be included with wages and be subject to NEBF, federal and state withholding taxes, social security tax, unemployment insurance, etc.

VI-5. NEBF.

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

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

An individual Employer who fails to remit as provided above shall be additionally subject to having 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.

VI-6. National Electrical Industry Fund (NEIF)

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:

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 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.

VI-7. National Labor Management Cooperation Committee

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 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 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 industry;
9. to enhance the involvement of workers in making decisions that affect their working lives; and
10. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing

documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

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 Crater Lake Division Oregon Pacific Cascade Chapter, NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for the sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$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.

VI-8. Labor Management Cooperation Committee

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

1. to improve communications between representatives of Labor and Management;
2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6. to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies,

occupational safety and health, labor relations, and new methods of improved production;

7. to engage in public education and other programs to expand the economic development of the electrical construction industry;
8. to enhance the involvement of workers in making decisions that affect their working lives; and,
9. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

Each Employer shall contribute **eight cents (8¢)** per hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Oregon Pacific-Cascade Chapter, NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become 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.

VI-9. IBEW-COPE

The Employer agrees to deduct and transmit to IBEW-COPE an amount specified by the employee from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW-COPE.

These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

VI-10. Payment, Reporting 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 15th day of each month covering the hours worked by each employee through the last full payroll period in the prior calendar month. Each employer shall file a monthly report for each contribution or fringe benefit in the form established therefore. A report shall be filed, regardless of whether or not the employer employed any covered employees in the period covered by said report, and a report indicating no contributions shall constitute a certification by the employer that there were no contributions owing for the period covered by the report.

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

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

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

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

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

VI-11. Administrative Maintenance Fund.

All employers signatory to this labor agreement with the Oregon Pacific-Cascade Chapter, NECA designated as their collective bargaining agent shall contribute 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, 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 Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor agreement by the 15th of the month and shall be bound to the same delinquency requirements under this labor agreement. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the Chapter or employers and not the local union.

ARTICLE VII
CODE OF EXCELLENCE

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as 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.

SUBJECT TO APPROVAL OF THE INTERNATIONAL PRESIDENT, I.B.E.W.

SIGNED this _____ day of _____, **2023**

SIGNED FOR THE EMPLOYER

CRATER LAKE DIVISION,
OREGON PACIFIC-CASCADE
CHAPTER, NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

SIGNED FOR UNION

LOCAL UNION NO. 659,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

By: _____
Monique de Boer
Chapter Manager

By: _____
Nick Carpenter
Business Manger

LETTER OF UNDERSTANDING

The N.E.C.A. will indemnify, defend and hold the Union harmless for any and all claims, demands, causes, suits and other forms of liability that may arise by reason of action taken or not taken for the purposes of complying with any provision of the “Administrative Maintenance Fund”.

Signed for N.E.C.A.:

Signed for Local Union 659:

By: _____

Monique de Boer
Chapter Manager

By: _____

Nick Carpenter
Business Manger