

Lighting Maintenance And Material Handlers 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

**LIGHTING MAINTENANCE AND MATERIAL
HANDLER AGREEMENT
BETWEEN
OREGON PACIFIC-CASCADE CHAPTER, NECA
AND
IBEW, LOCAL UNION 659**

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 that sign a Letter of Assent to be bound by this Agreement.

As used, hereinafter in this Agreement, the term "Chapter" 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 which 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 difference by rational common-sense methods.

The Employers and the Union agree that they will not discriminate against any Employee, or applicant for employment because of race, creed, color, sex or National Origin, physical or mental handicap, veteran status, or membership/non-membership in a Labor Union.

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

SCOPE OF WORK

Within the Scope of this Agreement, the co-mingling of Lighting Maintenance and Material Handlers is allowed, however the appropriate safety training shall be provided and the higher of the classifications shall prevail. For all items in the Lighting Maintenance Area that are not addressed in this Agreement, the 9th District Lighting Fixture Maintenance Agreement shall be used. The scope and classification of work to be performed by the Employees covered under this Agreement shall include:

DUTIES OF LIGHTING MAINTENANCE: Any electrical alteration within an existing lighting fixture enclosure on the premises of a customer not including or requiring the removal of the fixture from its supporting structure. Such alterations shall include cleaning of all types of lighting fixtures, lenses and diffusers in luminous ceilings and all types of diffused ceiling or area lighting installations; and the replacement of lamps, tubes, starters, sockets, and ballasts or similar equipment. It shall not include the replacement of wire other than fixture wire within the individual fixture enclosure. Remote mounted ballasts and transformers of lighting fixtures may be replaced only when found to be defective while the fixture is being serviced or cleaned.

Fixture washer's main duties are the cleaning of fixtures, lenses and diffusers, and the changing of lamps and tubes. Ballasts may be replaced by the crew foreman or by Fixture Washer Employees designated by management during the course of washing and relamping a facility. Compensation for such miscellaneous work shall be at the Technician III rate. Also, workers in this category who in the opinion of management are qualified and are at least Fixture Washer, may be assigned on a temporary basis to fill in for the Lighting Maintenance Service Technician absent due to vacation, illness, or other reasons. Other reasons shall be documented and correspondence sent to the Local Union. Compensation for such assignment shall be at the Technician III rate.

DUTIES OF MATERIAL HANDLERS: Material handlers may load and unload electrical materials, tools and equipment, at the employer's place of business, warehouse, or at the job site. The placement of electrical materials, tools or equipment at more than one designated drop at the job site shall be allowed by those designated as material handlers under this Agreement, including the removal of materials, empty cartons and tools or any other duties assigned that do not require an electrical license.

The parties agree to expand the duties of the material handler to include the duties allowed for unindentured employees. Currently, an unindentured employee can perform all work except for work that would require a state electrical license as defined by State electrical laws.

It is also agreed by the parties that because of the expanded material handler duties outlined above, the contractors agree not to utilize unindentured employees as outlined in the current Inside Agreement.

It is also understood and agreed that all work covered under this Agreement on projects subject to either State or Federal Prevailing Wage laws shall be performed by only those trade classifications listed.

The parties further agree that a shop-man does not come under the terms of this Agreement. A shop-man may deliver materials, tools or equipment to a designated drop at the jobsite but may not perform any work covered by this Agreement on the jobsite.

ARTICLE I

Effective Date - Termination - Amendments - Disputes

I.1 **EFFECTIVE DATE:** This Agreement shall take effect January 1, **2023** and shall remain in effect through 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) **CHANGES/TERMINATION:** 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 ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) **NOTICE/CHANGES:** Whenever notice is given for changes, the nature of the changes must be specified in the notice or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) **NOTICE/EXISTING AGREEMENT:** The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) **CIR/SUBMISSION:** Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) **CIR/SETTLEMENT:** When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach settlement on the local level prior to the meeting of the Council.
- (f) **NOTICE/TERMINATION:** Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.
- I.3 **AMENDMENTS:** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the International Brotherhood of Electrical Workers for approval, the same as this Agreement.
- I.4 **NO STRIKE CLAUSE:** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters shall be handled as stated herein.
- I.5 **LABOR MANAGEMENT COMMITTEE:** There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary.

The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

- I.6 **GRIEVANCES/DISPUTES(CIR):** All grievances or questions in dispute shall be adjusted by the duly authorized 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.
- I.7 **LABOR MANAGEMENT COMMITTEE STRUCTURE:** All matters coming before the Labor-Management Committee shall be decided by 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 a full vote of its membership and it shall be counted as though all were present and voting.
- I.8 **FAILURE TO RESOLVE:** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding.
- I.9 **STATUS QUO:** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

Employer Rights - Union Rights

- II.1 **EMPLOYEES SHALL NOT BECOME CONTRACTORS:** No applicant or employee, while remaining subject to employment by employers operating under this Agreement, shall become a contractor or be recognized as a contractor for the performance of any electrical work.
- II.2 **FAVORED NATIONS CLAUSE:** The Union agrees that if, during the life of this Agreement, it grants to any other employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the employer under this Agreement and the Union shall immediately notify the employer of any such concessions.
- II.3 **RECOGNITION CLAUSE:** The employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment. Any and all employees shall receive at least the minimum wages and other conditions of employment.

- II.4 UNION SECURITY CLAUSE: All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.
- II.5 SYMPATHY STRIKES: This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members and/or employees from jobs when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the employer involved.
- II.6 SECURE WORK AREA: When such a removal takes place, the Union or its representatives shall direct the member and/or employees on such job to carefully put away all tools, materials, equipment, or other property of the employer, in a safe manner. The Union shall be financially responsible for any loss to the employer for neglect in carrying out this provision, but only when a safe place is provided for these by the employer.
- II.7 UNION STEWARDS: The Union shall have the right to appoint one (1) employee from the shop as a steward at any shop or on any job where workmen are employed under the terms of the Agreement. The employer will be notified in writing the name of such steward. Such steward shall see that this Agreement and working rules are observed and he shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances shall the employer dismiss or otherwise discriminate against any employee making a complaint or giving evidence with respect to an alleged violation or any provision of this Agreement.

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

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

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

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

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

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

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

1. The employer shall maintain a permanent place of business, which shall have a business telephone and be open to the public during normal business hours.
2. The employer shall have the name of his firm in easily visible letter or signs on all equipment used to transport men or materials and such signs shall be placed in a permanent manner.
3. The employer shall have and maintain suitable financial status to meet payroll and fringe benefit requirements contained in this Agreement. Failure to promptly pay fringe benefits shall be just cause to invoke the penalty clause relating to fringe benefit payments.
4. For all employees covered by this Agreement, the employer shall carry worker's compensation insurance with a company authorized to do business in this state, Social Security and other protective insurance as may be required by the law of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Division regardless of the number of employees.
5. The employer shall allow the Business Representative of the Union access to any shop or job at any reasonable time. The Business Representative shall abide by all

safety and health rules and regulations that are in effect on any job site. The Employer shall, upon request of the Business Manager, allow said Business Manager to examine the employer's time and payroll records pertaining to the employees and/or workmen employed under the terms of this Agreement and shall furnish the Business Manager satisfactory proof of the payment of such funds upon the Business Manager's request.

6. The employer shall immediately file with the Union a photocopy of the Federal Report Form No. 941 for the period in question, should any question or dispute arise over hours or wages of any particular employee or employees covered by this Agreement.
7. Every employer shall carry bodily injury liability insurance with the limits of not less than \$100,000 for one person's claim and subject to \$300,000 for the claims of two or more persons in one accident. In addition, he shall carry property damage liability insurance of not less than \$100,000 per accident.

All vehicles furnished by the employer to be operated by the employees shall carry public liability and property damage insurance for the protection of the employees in the amounts not less than \$100,000 and \$300,000. Every employer shall furnish proof of such coverage to the Union.

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

- II.11 **LOANING EMPLOYEES:** The employer shall not loan nor cause to be loaned any member and/or employee in his employ under the terms of this Agreement to another employer.
- II.12 **NO SUBLETTING EMPLOYEES:** No employer shall directly or indirectly, or by any subterfuge, sublet or contract with members and/or employees of the Union all of or any part of the labor services required by any contract of such employer.
- II.13 **NO REBATES/COMP-TIME:** No employer or employee under the terms of this Agreement or their agents, shall give or accept, directly or indirectly, any rebate on wages, including the accumulation or practice of "banking" hours to be used at a later date as compensatory or "comp" time. Employers found violating this provision by the Joint Labor-Management Committee shall be subject to having their Agreement terminated upon written notice thereof being given by the Union.

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

- II.14 **FILING GRIEVANCE/TIME LIMITS:** All grievances and questions in dispute shall be filed within thirty (30) calendar days from the time that the alleged violation occurred (except for disputes pertaining to payment of wages and fringe benefits). All grievances or

disputes not filed within the thirty (30) day period will be invalid. If a grievance is filed in a timely manner, the parties agree to meet within thirty (30) days of the filing date or the grievance will be considered a deadlock.

II.15. **Local Labor-Management Cooperation Committee (LMCC)**

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

- (a) To improve communication between representatives of Labor and Management;
- (b) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (c) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (d) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (e) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (f) 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;
- (g) To engage in public education and other programs to expand the economic development of the electrical construction industry;
- (h) To enhance the involvement of workers in making decisions that affect their working lives; and
- (i) To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

Section 3. Each Employer shall contribute zero cents (.00 cents). Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed.

The Oregon Pacific-Cascade Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 4. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20) dollars, 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 shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

II.16 **National Labor Management Cooperation Fund (NLMCC):**

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

- (a) To improve communication between representatives of labor and management;
- (b) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (c) To assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (d) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of electrical construction industry;
- (e) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (f) To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (g) 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;
- (h) To engage in public education and other programs to expand the economic development of the electrical construction industry;

(i) To enhance the involvement of workers in making decisions that affect their working lives; and

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

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

Section 3. Each Employer shall contribute one cent (.01 cent) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Oregon Pacific-Cascade Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 4. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20) dollars, 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 shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE III

Hours - Wage Payments - Working Conditions

III.1 A. **WORK WEEK:** The standard work week shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, Monday through Friday inclusive. The Employer may schedule any consecutive eight hours per day, with one-half hour or one hour for lunch period, between the hours of 6:00 AM and 6:00 PM.

Employers with more than one material handler or employers working in the lighting maintenance area, may establish a second work week of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days, Tuesday through Saturday, with one-half hour or one hour for lunch, between the hours of 6:00 AM and 6:00 PM. An Employee having his scheduled workweek changed shall be given five (5) days prior notice before the change.

B. The employer, with 24 hours' prior notice to the Union, may institute a workweek consisting of four consecutive ten-hour days between the hours of 6:00 a.m. and 6:00 p.m.

Monday through Thursday or Tuesday through Friday with one-half hour allowed for a lunch period.

1. The hours of work shall be established prior to the start of the project.
2. The workweek shall be established prior to the start of the project.
3. There shall be no make up days for any reason (weather, acts of God, etc.)
4. The selected workweek may be shifted if a holiday falls on either Monday or Friday to accommodate a 40-hour schedule that week. There will be no split workweeks for holidays that fall on days other than Monday or Friday.
5. Payday shall be on the fourth day of the workweek.

III.2 OVERTIME: All hours worked over eight (8) in one (1) day or forty (40) in one week shall be paid at one and one-half (1 ½) times the regular rate of pay. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time and one-half (1½) times the straight time rate of pay.

III.3 Employees, if required to work on their regularly scheduled days off, shall be paid at the rate of one and one-half times their regular hourly rate.

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 In the event employees are required to work any of the holidays listed in the agreement or days designated as such, they shall be paid at double the straight time hourly rate of pay.

III.5 HOLIDAYS: The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. When a holiday falls on the sixth (6th) consecutive day of a standard work week, the preceding day will be observed as the holiday. When a holiday falls on the seventh (7th) consecutive day of the workweek, the following day shall be observed as the holiday. No work shall be performed on Labor Day except in case of emergency and then only with the approval of the Business Manager of the Local Union.

III.6 VACATIONS: No vacation time off as such will be given in excess of two weeks; however, no employee shall be denied the right to two weeks vacation time off, if the employee has notified the employer thirty (30) days in advance of the scheduled vacation time.

III.7 RATES OF PAY: The rate of pay shall be as follows:

Classification	Length of Employment	Effective 1-1-2024
Probationary Employees	0-1000 hrs	\$15.67
Material Handler I or Fixture Washer	1001-2000 hrs	\$17.90
Material Handler II or Fixture Washer	2001-4000 hrs	\$20.14
Material Handler III or Fixture Washer	4001 + hrs	\$22.38
Health and Welfare	\$9.15	
Cascade Pension:		
Material Handler I/II,	\$0.25	
Tech II, Fixture Washer	\$0.25	
Material Handler III /Tech III	\$0.50	

NEBF: 3% (See V.2)

Effective 1-1-2025:

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

The length of employment shall be the total hours worked as verified by the employee.

On any job where four (4) or more Employees are employed in the Lighting Maintenance Area, one (1) will be designated Foreman and be paid 110% of the highest paid classification on the job.

III.8 PAY PERIOD: Wages shall be paid weekly on Friday no later than quitting time and no more than five (5) days wages may be held.

The Employer shall furnish a weekly payroll accounting to the employee showing hours worked and all authorized deductions.

III-9. The Union will dispatch workmen to recognized contractor's 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-10. 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 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.

		Company /Personal	
		Travel Pay	
		Per Trip One-Way	Per Trip 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

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.

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.

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.

ARTICLE IV Special Provisions

- IV.1 When an Employer has work in an IBEW Local Union Jurisdiction outside the Local Union Jurisdiction in which his shop (to which his Employees normally report to work and from which they are supplied with tools and materials) is located, the contractor shall have free

movement of manpower and shall notify the Business Manager of the Local Union in which jurisdiction work is to be done, the location, approximate time and dates, and anticipated number of men to be used on the job. Such notification shall be provided prior to the commencement of work.

When the contractor travels into another IBEW jurisdiction that has an Agreement that covers these work classifications, the classifications and wages shall be paid according to the local union agreement.

- IV.2 REFERRAL OF EMPLOYEES: The Employer agrees that when additional Employees are needed, he shall notify the Union of the number of Employees needed forty-eight (48) hours in advance (Saturdays, Sundays and Holidays excluded) so that the Union will have a reasonable opportunity to refer applicants for vacancies to be filled. The Employer shall have the right to reject any applicant for employment.

In selecting additional workmen, the Employer may:

- (a) Select those referred to him by the Union, or if the Union cannot supply workmen,
- (b) He may select workmen other than as provided for by (a) and he shall advise the Union within seven (7) days after hiring of the name, address, social security number and date of hiring, as well as submit to the Union the same information within twenty-four (24) hours of the date of termination of such workmen.

The Employer shall be the sole judge of the number of men to employ.

- IV.3 PROBATIONARY EMPLOYEE: Probationary employees are those employees who have worked less than 1000 hours. They shall be paid their rate plus NEBF and Health and Welfare, however, no contribution to Pension shall accrue during this time period. Probationary Fixture Washers shall work with at least one (1) permanent Employee or Service Technician
- IV.4 TERMINATION: Any workman laid off or discharged by the Employer shall be paid all wages immediately. The last paycheck will be held until company credit cards, tools, and uniforms are returned with proper documentation. All employees voluntarily quitting will be paid on the next regular payday.

ARTICLE V

Fringe Benefits

- V.1 HEALTH AND WELFARE PAYMENTS: Each employer agrees that the Restated Agreement and the Declaration of Trust for the Harrison Electrical Workers (Harrison Trust Agreement) signed by the Oregon Pacific-Cascade Chapter of the National Electrical Contractors Association and Local Union 659 of the International Brotherhood of Electrical Workers, shall continue in full force and effect during the term hereof and agrees to be bound

by the terms of said Harrison Trust Agreement, as amended from time to time. Effective on January 1, 2014 and for the duration of this agreement, each employer shall on a monthly basis pay to the Portland Administrative Office.

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

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

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

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

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

The cost of the program will be shared equally between the employers and the employees.

Failure of an employer to comply with any employer obligations under the Harrison Trust

Agreement shall also constitute a breach of the Agreement.

- V.2 NEBF PAYMENTS: 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.

- V.3 CASCADE PENSION PAYMENTS: Each Employer who is bound hereby agrees that the Cascade Pension established July 1, 1975, shall continue in full force and effect during the term hereof, and agreed to be bound by the terms of the 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 of work which is a covered hour under the terms of this Collective Bargaining Agreement at the rate of fifty cents (\$0.50) per hour for all employees who are in Material Handler III and Technician III classifications and at the rate of twenty-five cents (\$0.25) per hour for all employees who are in Material Handler II, Material Handler I, Fixture Washer, and Technician II classifications. Hours worked shall be deemed to include straight time hours, actual overtime hours, and report time hours not worked.

In addition to the foregoing sum, each party who is obligated to make the foregoing contributions also agrees to pay all sums due under the aforementioned Trust Agreement as well as late charges and collection costs.

- V.4 PENSION 401K: In addition to the contributions above, the Cascade Pension Trust permits

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

(1) The amount of the voluntary contribution shall be determined by the participant as a percentage of such hourly 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 for 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 percentage elected by a participant may not exceed 25% of the basic hourly wage.

V.5 INDUSTRY FUND: 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.

ARTICLE VI

Administrative Maintenance Fund

VI.1 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

Safety

- VII.1 It is the Employer's exclusive responsibility to ensure the safety of its Employees and their compliance with these safety rules and standards.
- VII.2 **SAFETY REQUIREMENTS:** 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 them 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 the Local Union and Oregon Rules or Statutes.

All employees engaged in the Lighting Fixture Maintenance Area shall have employer provided safety training of such a duration and content to allow the employees to work knowledgeably and safely.

Employers signatory to and utilizing this Collective Bargaining Agreement shall provide a copy of the Employers Hot Work and Safety Policy to the Oregon Pacific Cascade Chapter, NECA and the Local Union 659, IBEW Joint Safety Committee for approval.

- VII.3 **CONSECUTIVE HOURS:** No employee shall work more than 16 hours without an 8 hour break except in circumstances that are unforeseen or are outside the control of the contractor, in which case no employee shall work no more than 32 hours in any 48 hour period. This section shall not apply to employees designated by the contractor who are provided with acceptable sleeping accommodations.

SEPARABILITY CLAUSE

Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provision 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