

RESIDENTIAL/ SERVICE 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 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:

SCOPE OF THIS AGREEMENT

All units built primarily for family residence not to exceed three-story residential, three-story condominiums, three-story motel units, the repair, service, maintenance, installation or replacement of existing appliances, fluorescent ballasts and other similar equipment and residential service and remodel.

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.

(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 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 Residential Labor-Management Committee of three (3) representing the Union at least two (2) of whom shall be workmen engaged in this type of work and three (3) representing the Employers at least two (2) of whom shall be employers doing this type of work. 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. 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-6. 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-7. 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-8. 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 I.B.E.W., other than violations of Section II-8 of this Article, 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.

II-9. 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.

II-10. All charges of violations of Section II-8 of this Article 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-11. 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-12. 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.

II-13. The Employer shall display an identification sign on his place of business visible from the street or highway.

II-14. 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-15. 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-16. 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 recession by the Council on Industrial Relations.

ARTICLE III

HOURS - WAGE PAYMENT - WORKING CONDITIONS

III-1. The workday shall be eight (8) hours with either a one-half (1/2) hour or a one (1) hour lunch period. The standard workweek shall be forty (40) hours on five (5) consecutive days. The total workweek shall begin at 12:01 a.m. Monday and end at midnight the following Sunday. (Hours of work once established 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., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may 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, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half times (12) the regular rate of pay.

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** ~~and~~ 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 and over forty (40) hours shall be paid at one and one-half (1-1/2) times the straight time hourly rate including the following holidays - New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. 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 one and one-half (1 1/2) 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.

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.

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

Effective 1-1-2024:

Journeyman Wireman		\$32.03
Jmn Tech	(110% of Jmn Wmn Rate)	\$35.23
Sub Foreman	(110% of Jmn Wmn Rate)	\$35.23
Foreman	(120% of Jmn Wmn Rate)	\$38.44
Apprentice Wireman		
1st period	(55% of Jmn Wmn Rate)	\$17.62
2nd period	(65% of Jmn Wmn Rate)	\$20.82
3rd period	(75% of Jmn Wmn Rate)	\$24.02
4th period	(85% of Jmn Wmn Rate)	\$27.23

Fringe benefits shall be as follows:

Health and Welfare \$9.15
(Contract Opener for 8th District Health and Welfare option only, if and when available.)

Apprenticeship & Training	\$.45
National Electrical Benefit Fund	3%
Cascade Pension	
Journeyman	\$6.00
Journeyman Tech	\$6.00
Sub Foreman	\$6.00
Foreman	\$6.00
4 th Period Apprentice	\$5.10
3 rd Period Apprentice	\$4.50

Effective 1-1-2025:

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

III-5. Wages shall be paid on Friday not later than quitting time, and not more than five (5) days' wages may be held at any time. 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-6. 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-7. 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-8. 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.

III-9. 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-10. On all jobs requiring the employees to remain away from home, Employers shall provide suitable board and lodging.

III-11. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

III-12. 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.

Article III-13. 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 ~~\$100~~ (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.

		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

ARTICLE IV

APPRENTICESHIP AND TRAINING

IV-1 The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies and adopted by the local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with registered standards and locally approved JATC polices.

IV-2 Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing.

The subcommittee, where one is established by 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, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittees, where a subcommittee is properly established.

IV-3 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution.

IV-4 Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

IV-5 All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

IV-6 The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments.

IV-7 The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

IV-8 Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of one apprentice to the first Journeyman, the second apprentice after the third Journeyman or any job or in any shop. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ration. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

IV-9 Each apprentice shall be required to satisfactorily complete the two-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for the National Guideline Standards. The total term of apprenticeship shall not require more than two years of related training.

IV-10 The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards.

IV-11 The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the apprentice. The apprentice is not prohibited from work alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

IV-12 The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

IV-13 Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wireman to work in the jurisdiction covered by this agreement.

IV-14 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is **\$0.45** per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE V

REFERRAL PROCEDURE

V-1. The Employer shall notify the Union of job openings and the Union, through their referral procedure, shall have the first opportunity to provide applicants to open positions covered under this Agreement. Failure to provide the first opportunity to the Union will allow the Union to replace any temporary employee.

V-2. 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 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.

The individual Employer shall on a monthly basis contribute and forward to the Health and Welfare Fund **Nine Dollars and fifteen cents (\$9.15)** per clocked hours which he is obligated to pay to employees in this bargaining unit.

Substance Abuse. The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

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 cost will be \$.10 per hour.

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.

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 **Five Dollars and six cents (\$5.06)** per hour for employees who are not apprentices. 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 \$11,000. If one wishes to contribute more than \$11,000, 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. 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.

VI-7. 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-8. 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. 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. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor agreement by the 15th of the month. The fund shall not be used for any purpose detrimental to the I.B.E.W.

VI-9. 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-9 10. 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 two cents (2¢) per hours 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.

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

By: _____

Monique de Boer
Chapter Manager

SIGNED FOR UNION

LOCAL UNION NO. 659,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

By: _____

Nick Carpenter
Business Manager