

**ADDENDUM 3B**

**JANUARY 1, 2023 – DECEMBER 31, 2025**

**Wages**

<b><u>Classification:</u></b>	<b><u>Jan 1, 2024</u></b>
<b>Senior Communication &amp; System Tech</b>	<b>\$35.05</b>
<b>Foreman – 110%</b>	<b>\$38.56</b>
<b>Communication &amp; System Tech</b>	<b>\$20.09</b>

<b>Apprentice Sound and Communication Wireman</b>		
1st period	<b>\$19.28</b>	55% of Senior Communication & System Tech rate
2nd period	<b>\$21.03</b>	60% of Senior Communication & System Tech rate
3rd period	<b>\$22.78</b>	65% of Senior Communication & System Tech rate
4th period	<b>\$24.54</b>	70% of Senior Communication & System Tech rate
5th period	<b>\$26.29</b>	75% of Senior Communication & System Tech rate
6th period	<b>\$29.79</b>	85% of Senior Communication & System Tech rate

**Fringes**

Fringes Benefits are listed as follows:

**January 1, 2024**

<b><u>Benefits</u></b>	<b><u>Amount</u></b>
Health Trust	\$9.15 per hour
NEBF	3%
Cascade Pension	\$6.73 per hour
Apprenticeship Trust	\$0.35 per hour
LMCC	\$0.10 per hour
NLMCC	\$0.01 per hour

**Effective 1-1-2025:**

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

**Reporting Time and Cell Phone Use**

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

- (1) **The use of an automobile shall not be a condition of**

**employment at any shop or job.**

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

### **Lunch Period**

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

### **Travel**

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

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

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

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

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

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

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

		Company /Personal	
		Travel Pay	
		Per Trip One-Way	Per Trip Round-Trip
<b>Free Zone</b>	<b>0 - 45</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>&gt; 46 - 55</b>	<b>\$20.00</b>	<b>\$40.00</b>
	<b>&gt; 56 - 70</b>	<b>\$26.00</b>	<b>\$52.00</b>
	<b>&gt; 71 - 85</b>	<b>\$32.00</b>	<b>\$64.00</b>
	<b>&gt; 86 – 99</b>	<b>\$37.00</b>	<b>\$74.00</b>

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.

Under special and unusual circumstances in locations where prices are exceptionally high or adequate facilities are not available, an additional amount may be negotiated in a pre-job conference between the Employer and the Union.

## **Pay Provisions**

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

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

When an employee is terminated outside of the employer's normal office business hours, the employer may elect to have the final paycheck mailed on the next regular business day provided the means of delivery is identified by a regular mail postmark, Federal Express date, registered mail date, etc., indicating the date the employee's final paycheck was mailed.

## **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.

## **Credit Union Deduction**

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

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

Any employer who fails to file a report or pay contributions by the 20<sup>th</sup> of the month in which such report or payment is due shall be considered delinquent and in violation of this Agreement. Legal action may be brought by the appropriate parties to enforce collection and/or reporting without resort to arbitration. Delinquent employers shall be liable for all reasonable attorney fees, court costs and other expenses incurred in the enforcement of any applicable trust agreement or collection from such employer plus liquidated damages and lost 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.

### **Foreman Call By Name**

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.

### **Grievance Procedure**

**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.**

### **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 ten cents (10¢) 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**

Should any provision 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.

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

Signed this \_\_\_\_\_ 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