

**COMMERCIAL/INDUSTRIAL AGREEMENT
LOCAL UNION 48**

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COMMERCIAL/INDUSTRIAL AGREEMENT LOCAL UNION 48

Agreement by and between the Oregon-Columbia Chapter, NECA and Local Union No. 48, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this agreement, the term "Chapter" shall mean the Oregon-Columbia Chapter, NECA, and the term "Union" shall mean Local Union No. 48, IBEW.

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

BASIC PRINCIPLES

All parties to and covered by this Agreement have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between all parties aforementioned and the Public. Progress in industry demands a mutuality of confidence between all parties to and covered by the Agreement. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows: The parties to this agreement shall not discriminate in any manner in the application of this labor agreement against anyone because of race, religion, sex, color or national origin, physical or mental handicap, or veteran status. Oregon-Columbia Chapter, NECA and Local Union No. 48, IBEW subscribe to and strongly support the provisions of Safety, Substance Abuse and Code of Excellence as outlined in Articles X, XI and XII.

ARTICLE I EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect **January 1, 2010** and shall remain in effect until **December 31, 2012**, 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.

CHANGES:

Section 1.02(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.

Section 1.02(b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

Section 1.02(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.

Section 1.02(d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

Section 1.02(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.

Section 1.02(f). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03. During the term of this Agreement, there 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.

Section 1.04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

GRIEVANCES/DISPUTES:

Section 1.05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by 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.

Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10. A grievance must be filed with the Union within five working days from the alleged grievance or knowledge of the alleged grievance.

LIVING AGREEMENT:

Section 1.11. NECA and IBEW agree this **three**-year agreement is a "living agreement." Through partnering when language has been agreed to or concepts agreed to by the parties (including National NECA and International IBEW), they will be made into amendment form and added to this agreement."

ARTICLE II EMPLOYER RIGHTS/UNION RIGHTS

EMPLOYER QUALIFICATIONS:

Section 2.01(a). 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 and shall possess the qualifications as set forth below.

Section 2.01(b). The employer shall maintain a place of business which shall have a business telephone and be open to the public during normal business hours. Such place of business shall not be connected with or be part of a domestic establishment.

Section 2.01(c). The employer shall have the name of his firm displayed on the place of business and it must be easily visible from the street or highway.

Section 2.01(d). Every employer shall furnish at least one truck for delivery purposes or provide drayage in lieu thereof and display the registered ownership certificate as prescribed by the Oregon and Washington Department of Motor Vehicles.

The employer shall have the name of his firm painted or permanently attached in easily visible letters or signs on the exterior of all trucks used to transport men or materials. Letters of signs shall be at least three (3) inches.

Section 2.01(e). The employer shall not work with tools except in case of emergency to protect life or property. To qualify as an employer a firm must have in a full-time managerial capacity at least one person qualified by virtue of experience and knowledge to manage the electrical construction department (exception - one member of any firm,

partnership or corporation may perform work covered by this Agreement provided at the time he is working at least one Journeyman Wireman not connected with the firm is simultaneously employed.)

Section 2.01(f). At no time shall said member of the firm work with the tools outside the regularly scheduled working hours unless a journeyman not connected with the firm is employed simultaneously. (Emergency work to protect life or property shall be an exception.)

MANAGEMENT RIGHTS:

Section 2.02. 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.

FOREMAN CALL BY NAME:

Section 2.03(a). The employer shall have the right to call foreman by name provided:

1. The employee has not terminated from his previous employer within the past two weeks nor specifically quit within the past four weeks.
2. The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said foreman, provided the name appears on the Book I Out of Work List. If the number of registrants on Book I is 400 or more, then only Journeymen in the top fifty (50) percent on Book I are eligible for Foreman call by name.
3. When an employee is called as a foreman, he must remain as a Foreman for one (1) year or must receive a reduction in force.

JOURNEYMAN RECALL BY NAME:

Section 2.03(b). The employer shall have the right to recall Journeymen by name, subject to the following conditions:

1. **Only Journeymen on the Book I out of work list are eligible for recall.**
2. **Journeymen may be recalled at any time up until 60 days from the date the employee is terminated due to layoff by an**

Employer. Recall is subject to proof of an unemployment claim against that employer.

- 3. If a Journeyman quits employment, he/she is not subject to recall by name by any Employer for four weeks from the date of quit.**
- 4. In addition to the 60 day recall, Journeymen may be recalled at any time up until 45 days from the date the employee last worked for that Employer.**
- 5. Journeymen may be recalled at a ratio of 1:1 to requests for general referrals.**
- 6. If a referral employee is laid off by the employer in less than 45 days, then the Union shall provide the Employer with another referral.**
- 7. Employers shall layoff employees who have not worked 21 calendar days, including weekends, and holidays, bon-a-fide vacation is exempt. Those employees who are covered by law for reasons of the Family Medical Leave Act, injury, military duty etc. shall not be subject to this provision.**
- 8. Journeyman may be recalled if they have a current workers compensation claim with the employer requesting the recall.**

Explanatory Note:

- 1. The 60 day program will apply to Journeymen terminated on or after January 1, 2010.**

WORKER'S COMPENSATION INSURANCE:

Section 2.04(a). The employer shall carry Worker's Compensation Insurance with a company authorized to do business in the States of Oregon and/or Washington or be insured with the States of Oregon and/or Washington for all employees covered by this Agreement.

UNEMPLOYMENT COMPENSATION:

Section 2.04(b). He shall make contributions to the Oregon or Washington Unemployment Compensation Commission for the employees covered by this Agreement.

SURETY BOND:

Section 2.05(a). The employer shall have and maintain suitable financial status to meet payroll and fringe benefit requirements contained in this Agreement. To avoid the considerable financial impact of delinquencies by employers with multiple prior delinquencies or employers without prior participation and contribution history with the Union, the Chapter, or the fringe benefit trusts, the Joint Conference Committee shall

require the posting by such employers of adequate security (in an amount equal to two (2) months of the employer's expected contribution obligation) to assure payment of the fringe benefits and other amounts required to be paid under this Agreement (including the associated charges arising from delinquent payment of those amounts). The Joint Conference Committee (or its delegate) shall adopt such rules and procedures with respect to the employer security requirement of this paragraph as it deems necessary and appropriate. Failure by the employer to promptly pay the fringe benefits and other amounts required to be remitted under this Agreement shall be just cause to invoke the penalty clause relating to fringe benefit payments and allow the Joint Conference Committee (or its delegate) to initiate collection action under the Collection Provisions of this Agreement, including an action to foreclose on such security.

Section 2.05(b). The Employer shall keep payroll records for employees covered under this agreement at his place of business. The Union upon request shall be allowed to examine the Employer's time and payroll records pertaining to employees and/or workmen employed under the terms of this Agreement. The employer shall furnish the Union satisfactory proof of the payment of all wages and/or fringe benefits required under this Agreement. The employer may have the right to have the Chapter representative present at the time of the aforesaid examination.

BODILY INJURY LIABILITY INSURANCE:

Section 2.06. Every employer shall carry bodily injury liability insurance with limits of not less than \$50,000 for one person's claim and subject to \$100,000 for the claim of two or more persons in one accident. In addition every employer shall carry property damage liability insurance of not less than \$100,000 per accident.

Every employer shall furnish a certificate of insurance to both parties of the Agreement. Each certificate shall include provision that the policy cannot be canceled without fifteen (15) day's notice in writing to both parties.

RECOGNITION CLAUSE:

Section 2.07. 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 the rates of pay, wages and hours of employment.

NON-RESIDENT EMPLOYEES: (*Portability*)

Section 2.09. 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.

FAVORED NATIONS:

Section 2.10. 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.

MEMBER CONTRACTING LIMITATIONS:

Section 2.11. No member of Local Union 48, 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.

EMPLOYER LOANING OF MEMBERS:

Section 2.12. The employer shall not loan or cause to be loaned any member and/or workman covered by this Agreement in his employ without first securing permission of the Union, as follows:

(a). The employer shall have a request into the dispatch office for manpower that is unfilled for 48 hours.

(b). The employer will call the Business Manager regarding the unfilled manpower request and confirm to the Business Manager to utilize Section 2.12.01 by subcontracting with other named IBEW signatory contractors.

(c). The Business Manager will approve a request for Section 2.12.

(d). The employers who are subcontracting manpower will have a written subcontract agreement between the parties.

(e). Payment of wages and fringe benefits on behalf of the employee(s) will be paid by the original contractor the employee(s) is working for.

(f). When the subcontracting is complete, the employer shall notify the Business Manager that the employee(s) is back with the original contractor.

SAFE WORKMANLIKE INSTALLATIONS:

Section 2.14(a). Workmen shall install all electrical work in a safe workmanlike manner and in accordance with applicable code rules and contract specifications and be properly registered with the State of Oregon and/or Washington.

Section 2.14(b). Journeymen shall be required to make any necessary corrections of code violations for which they are responsible, on their own time during the regular working hours, however, they shall not be required to make corrections unless notified by the employer involved within five (5) days after notification by the Inspection authority. Employers shall notify the Union of workmen who fail to adjust code violations and the

Union assumes responsibility for the enforcement of this provision, correction to be made only after a fair investigation by the employer and the Business Manager of the Union.

APPOINTMENT OF STEWARDS:

Section 2.16(a). 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 this 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 of any provision of this Agreement. If any dispute arises on a job that a Steward cannot settle, the Steward will 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.

Section 2.16(b). No steward shall be discriminated against by any Employer because of his faithful performance of duties as steward. It is the intent of the industry that stewards shall be present at jobsites when work is performed and employed where practical as long as a general foreman is required on the job. Before any steward is to be removed from the job, 24-hour notice must first be given to the Business Manager of the Union.

Section 2.16 (c). The Union Business Manager may appoint off the referral list a steward to go to any job that is estimated to employ 25 workers or more. This does not void management's rights under Section 5.03.01.

UNION JOB ACCESS:

Section 2.17. The representatives of the Union shall be allowed access to any building at any reasonable time where members of the Union are employed, provided that such representatives fully comply with the visitor and security rules established for the particular project.

PICKET LANGUAGE:

Section 2.18(a). 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 from jobs when necessary and when the Union or its representatives decide to do so; but no removal shall take place until twenty-four (24) hours' notice is first given the employer involved.

Section 2.18(b). When such removal takes place the Union or its representatives shall direct the workmen on such job to carefully put away all tools, materials, equipment or any other property of the employer in a safe manner. The Union will 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.

TOOL LIST:

Section 2.20. All employees shall provide themselves with a basic set of hand tools in good repair as follows:

- 1 pair side cutting pliers
- 1 pair diagonal cutting pliers
- 1 claw hammer
- 2 pair Channel Lock pliers (420/430 or equal)
- 1 small-tip flat screwdriver
- 1 medium-tip flat screwdriver
- 1 large-tip flat screwdriver
- 1 knife
- 2 stubby screwdrivers - flat & Phillips
- 3 Phillips screwdrivers (#1, #2, and #3)
- 1 torpedo level
- 1 center punch or awl
- 1 10" adjustable wrench (Crescent or equal)
- 1 pair long nose pliers
- 1 tool container (pouch, box, bucket, bag, etc.)
- 1 steel tape measure (12' minimum)
- 1 hacksaw frame (adjustable)
- 1 wire stripper
- 1 UL approved Wiggins or equal tester
- Allen wrenches (1 each - 3/8", 5/16", 1/4")
- 1 set nut drivers or 1/4" socket set
- 1 pair gloves
- Combination wrenches (3/8", 7/16", 1/2", 9/16")

In addition, employees shall provide raingear or weather-related clothing and safety boots.

No employee shall furnish the following:

- Vises of any kind
- Pipe wrenches
- Crescent wrenches larger than 10 inches
- Channel locks larger than 440
- Pipe threading equipment of any kind
- Hickeys or bending tools including smart levels and protractors
- Thin-wall crimper of all sizes
- Drop cloths
- Fish tape of any length
- Socket sets larger than 1/4 inch drive
- Drill bits of any kind
- Wire or cable pulling equipment other than hand tape grip
- Electric drills or power tools of any type except battery operated screwdriver
- Any hole cutting punches or saws of any size, no meters or tester other than Wiggins type voltage tester

Hard hats and new suspension liners shall be furnished by the employer when required under the Basic Safety Code of the State of Oregon and Washington

Safety equipment
Wire crimpers other than single handed operation
Cable cutters larger than #6 other than single handed cutters

Safety equipment provided by the employer shall include hard hats, safety glasses, ear plugs and gloves when required to be worn on the job.

TOOL RESPONSIBILITIES:

Section 2.21(a). The employee is responsible for his personal tools except when the employer designates a storage facility. The employer will be held responsible for the employee's personal tools stolen from that facility.

Section 2.21(b). Workmen will be held responsible for the tools or equipment issued to them providing the employer furnishes the necessary lockers, tool boxes or other safe place for storage.

UNION SECURITY:

Section 2.23(a). All employees covered by the term 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.

Section 2.23(b). In the event that the Union does not accept into membership any workman tendering the admission fee and regular monthly Union fees the foregoing paragraph shall not be applicable, provided, however, that the Union may at any time thereafter decide to take such workman into membership, in which case said workman shall be required to tender the full and uniform admission fees in effect in the Local Union eight (8) days following notification by the Union and shall thereafter be required to maintain his membership in accordance with the provisions of the foregoing paragraph. In the event that such workman fails to comply with this paragraph, the Union shall notify the employer and the employer shall discharge said workman within forty-eight (48) hours.

AGE-RATIO:

Section 2.24. For any shop employing five (5) or more Journeymen, if available, at least every fifth (5th) Journeyman shall be fifty (50) years of age or older.

ANNULMENT/SUBCONTRACTING:

Section 2.25. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

ARTICLE III HOURS/WAGES/WORKING CONDITIONS

HOURS:

Section 3.01(a). Eight hours shall constitute a standard work day. Five consecutive days, Monday through Friday, shall constitute a standard work week. Standard work day shall be from 8:00 AM to 5:00 PM with one hour lunch period, or 8:00 AM to 4:30 PM with thirty minute lunch period. Working hours within these limits shall be at the employer's option.

When conditions warrant an earlier start of the day shift, this shift may be from 6:00-8:00 AM (start) to 2:30-4:30 PM (finish) with thirty minute lunch period. Early Starts prior to 7:00 a.m. shall be by written agreement between the employer and the Local Union. Early starts from 7:00 a.m. to 8:00 a.m. do not require written agreement. The Local Union shall inform the Chapter Manager the names of any firms who are working such early shift. All the aforementioned hours are based on prevailing local time. When workmen are ordered to report to the shop in the morning, they shall not report more than fifteen minutes before regular starting time.

FOUR TEN-HOUR DAYS:

Section 3.01(b). The Employer with 72-hours prior notice to the Union and employees may institute a work week consisting of four consecutive 10-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. After ten hours in a work day, overtime shall be paid at the rate of one and one-half times the regular rate of pay, except Sundays and holidays which will be paid at double the straight time rate of pay.

OVERTIME/HOLIDAYS:

Section 3.02. All work performed outside of the regularly scheduled working hours, including scheduled lunch, shall be paid at one and one-half times the straight time hourly rate, except Sundays and holidays. Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day shall be paid at double the straight time rate of pay. When a holiday falls on the sixth (6th) consecutive day of the 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.

LABOR DAY:

Section 3.03. No work shall be performed on Labor Day except in case of an emergency, and then only after permission is granted by the Business Manager of the Union.

PAYDAY:

Section 3.04(a). Wages shall be paid weekly by check or by direct deposit on Friday of each week with itemized deductions listed and not more than five (5) days' wages withheld at any time.

Employees shall receive their checks on the job no later than one (1) hour before quitting time on Friday following the previous week worked. If check is not received by one (1) hour before quitting time on Friday the employee may report to receive his check. If employee elects, his check will be mailed to his home address no later than closing time on Wednesday.

Per Oregon State Law, when an employer has notice that an employee has not been paid in full on a regular pay day and there is no dispute between the employer and the employee regarding the amount of the unpaid wages and the amount is less than 5% of the employee's gross wage, the employer shall pay the employee the unpaid amount no later than the next regular payday, or if the unpaid amount is 5% or more of the employee's gross wage, the employer shall pay the employee the unpaid amount within two business days.

TERMINATION PAY:

Section 3.04(b). As applied to this Agreement, the following definitions shall apply:

- (1) Quit - self termination for any cause
- (2) Reduction in Force - laid off
- (3) Discharged - discharged for cause

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

Any workman laid off or discharged by the employer shall be paid all his wages immediately. Employee terminated for serious offense shall be paid per state law or no later than the next payroll period for the week worked. If the employee is not paid, waiting time of eight (8) hours a day at a straight time hourly rate, Saturdays, Sundays and holidays included, shall be paid as a penalty. When an employee quits, they will receive their paycheck at the next regular payroll period. Employees laid off at the end of a shutdown outside the regular work hours, will receive their check the next business day by 12:00 noon in one of the following manners: at the hall, at the employer's office, at the job shack, or in the mail the next business day by mutual agreement prior to the start of the shutdown.

When workmen, having been employed on a specific job, report for work, are not put to work and are laid off not having been notified before quitting time on the previous day,

they shall receive two (2) hours' wages for show up time and to collect their tools and personal effects.

Workmen on jobs who are to be laid off shall be paid for time NOT to exceed two (2) hours, to collect their tools and personal effects.

CLASSIFICATIONS/WAGES:

Section 3.05(a). The minimum hourly rate of wages shall be as follows:

| | | | |
|--------------------------------------|---------|-------------------|--------------------------------|
| JOURNEYMAN WIREMAN | | | \$36.05 |
| * JOURNEYMAN WELDER | | | \$39.66 |
| FOREMAN | | | \$39.66 |
| GENERAL FOREMAN | | | \$43.26 |
| APPRENTICE WIREMAN – SIX (6) PERIODS | | | |
| 1ST PAY PERIOD | \$14.42 | 0-1,000 HOURS | 40% OF JOURNEYMAN WIREMAN RATE |
| 2ND PAY PERIOD | \$16.22 | 1,001-2,000 HOURS | 45% OF JOURNEYMAN WIREMAN RATE |
| 3RD PAY PERIOD | \$18.03 | 2,001-3,500 HOURS | 50% OF JOURNEYMAN WIREMAN RATE |
| 4TH PAY PERIOD | \$21.63 | 3,501-5,000 HOURS | 60% OF JOURNEYMAN WIREMAN RATE |
| 5TH PAY PERIOD | \$25.24 | 5,001-6,500 HOURS | 70% OF JOURNEYMAN WIREMAN RATE |
| 6TH PAY PERIOD | \$30.64 | 6,501-8,000 HOURS | 85% OF JOURNEYMAN WIREMAN RATE |

The Agreement will be open January 1, 2011 and January 1, 2012 for wage/fringe negotiations.

The employer will be notified by the JATC Office when there is a change in pay periods.

* Welder pay when called out of the referral as a welder or when the welder is doing certified welding.

Section 3.05(b). Where the union deems it necessary to protect the jurisdiction of the International Brotherhood of Electrical Workers, the unions will, prior to the bidding process or letting of a contract for a particular project, consider a modification of the wages and/or conditions as outlined in the current collective bargaining agreement. Should the union consent to a modification of the labor agreement for a particular project, the modification shall apply only to the project in question until its completion. With the exception of the agreed upon modification in wages, this agreement shall remain in full force and effect.

Section 3.05(c). The parties agree to work on a formula for a living wage standard for the remainder of the years in the Agreement. Wage openers will be January 1 of each year.

Section 3.05(d). Journeyman Wiremen who are assigned additional duties to assist the employer in orientation, safety, tools, and/or materials management, etc., may be compensated at 110% of Journeyman hourly rate.

Section 3.05(e). When workmen are performing electrical work on a structure at or above the 90 ft. level directly above the ground, floor, roadway, roof or water where scaffolding or special safety devices which have not been approved by the Occupational Safety and Health Administration are used, the wage rate for such work shall be double the straight time hourly rate. There shall be no pyramiding of rates and double the straight time rate shall be the maximum compensation for any hour worked under the terms of this agreement.

When a workman is engaged on this type of work there shall be one (1) or more Journeymen present to assist him.

TRAVEL TIME:

Section 3.06(a). 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 48's jurisdiction. The employers are accordingly agreeable to pay transportation allowances (as detailed below) as an adjustment for out-of-pocket expenses which are 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.

Section 3.06(b). Employer shall pay traveling expense and mileage or furnish transportation from shop to job, job to job, and job to shop. When the employer requests the workman to use his (the workman's) private automobile to transport himself and his tools, his mileage from shop to job and return at the IRS allowable rate per mile together with parking fees and bridge tolls shall be paid by the employer.

Section 3.06(c). Any workman performing work in the metered or permitted street public parking area of Local Union 48 shall receive \$10.00 per day for parking and/or transportation including mass transit passes, tickets or permits. Eliminate parking compensation when contractor provides transportation or parking with mutual consent of the Local Union. When an employee operates a company vehicle, the employer shall provide all parking costs.

When an employer/customer requires a workman to park his vehicle in a designated area, and that employee is subject to termination for not following stated parking policy and if damages to an employee's vehicle result from following stated parking requirements, the employer and NECA will make every reasonable effort in a timely manner to investigate and determine the responsible party so a proper settlement can be made.

Section 3.06(d). There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the cities of The Dalles, Hood River, Tillamook, Seaside and Astoria. In addition, a 5-mile free zone around Goldendale, Washington for electrical projects valued at \$2,500 or less. Further, the free zone at the Oregon coast shall extend along Highway 101 west to the ocean and Highway 101 east 10 miles if not already covered by the above 15-mile free zone.

Section 3.06(e). On jobs outside the boundaries of the "free zone" (see map)*, employees shall be on the job at the normal scheduled starting time and work until the scheduled quitting time. On these jobs, employees shall be paid for every hour worked as established in each zone not to exceed eight (8) hours in any twenty-four (24) hour period, except 4-10 work weeks which shall be compensated based on 10-hour days. The following zone pay shall apply:

| | | |
|--------|-----------------|-----------------|
| Zone 1 | 31-50 miles | \$1.50 per hour |
| Zone 2 | 51-70 miles | \$3.50 per hour |
| Zone 3 | 71-90 miles | \$5.50 per hour |
| Zone 4 | Beyond 90 miles | \$9.00 per hour |

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

Section 3.06(f). Employers having work outside Local Union 48's jurisdiction shall be guided by the above for travel compensation to employees.

UNION DUES DEDUCTIONS:

Section 3.09(a). The Employer agrees to deduct and forward to the Financial Secretary of Local Union 48, upon receipt of a voluntary written authorization, dues and assessments 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.

RATIO OF FOREMEN TO JOURNEYMAN:

Section 3.10(a). On jobs requiring four (4) or more Workmen, one of the Journeymen shall be designated as Foreman by the Employer. A Foreman may work with the tools and supervise five (5) Workmen employed on the same job; when six (6) Workmen not including the Foreman are employed, the Foreman shall act in a supervisory capacity only. Any job on which a foreman and twelve (12) Workmen are employed shall require a General Foreman or Superintendent.

Section 3.10(b). On jobs requiring the services of a General Foreman, any Foreman working under his supervision shall receive the Foreman's rate of pay and shall be permitted to work with the tools.

Section 3.10(c). On jobs having a foreman, workmen are to take directions, orders and accept the layout of any job from the assigned foreman or the assigned supervisor. Apprentices will be laid out by the foreman or journeyman.

Section 3.10(d). It is the intent of the industry to train all foremen and general foremen, which will require approximately 44 hours of training on electric safety, CPR, first aid, drug awareness, diversity, comet, steward, the Section 12., as well as NECA supervisory training to reach the certified classification of foreman. The foreman training is recommended and encouraged for everyone in the trade. Management has the right to require certification for their foreman.

SHOW-UP PAY:

Section 3.11 . When workmen are ordered to report for work and are not put to work they shall receive two (2) hours' wages unless they are not employed through some fault of their own, or for conditions beyond the employer's control.

SHIFT WORK:

Section 3.12. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

COMMERCIAL MAINTENANCE AND RENOVATION SHIFT PROVISION:

Section 3.13. In situations where work is to be performed in existing occupied facilities (limited to office space including medical, retail facilities, and all schools) and the

employer/customer determines that it is impractical for work to proceed during regular working hours, the employees (limited to 12 workers per job) will be requested to work any eight consecutive hours in a 24-hour period as follows:

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

Any hours worked under this section in excess of the scheduled eight hours in a day or 40 hours in a week, shall be paid at one and one-half times the shift rate of pay. Any work performed on Sundays and holidays shall be paid at double the regular straight time rate of pay.

DRY AREA FOR TOOLS AND MEALS:

Section 3.14. On jobs requiring the services of a Foreman, the Employer shall provide a warm dry area for the workers to dry their clothes. Such area shall be equipped with suitable arrangements for the workers to eat, and said area shall not be used for storage of employer's tools or materials.

MEALS/OVERTIME:

Section 3.15(a). Employees retained at the employers' request more than five and one-half (5 1/2) hours after the noon lunch hour, or the established lunch hour in shift work, and similarly after each five and one-half hour period, shall be provided a wholesome meal, hot if at all possible, at the expense of the employer. If it is necessary for the workman to travel or be transported to a suitable eating establishment in order to get such meal, the time spent traveling shall be considered as time worked. Time spent while eating shall not be paid for.

Section 3.15(b). When a workman has worked on shift at the overtime rate, he shall not go to work again for the regular rate until he is relieved for a period of eight hours.

PERSONAL AUTOMOBILES:

Section 3.16. An automobile shall not be considered as necessary for employment. Any motor vehicle owned by a workman covered under this Agreement shall not be leased or loaned to the employer.

Workmen shall not transport employer's tools or equipment in their vehicles, except to serve minor repair and service calls where the total weight shall not exceed ten pounds.

SCOPE OF WORK:

Section 3.17(a). The policy of the workmen employed under this Agreement is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions.

Section 3.17(b). There shall be no restriction of the use of tools or machinery simplifying work (such as pipe cutting machines, electric and pneumatic drills, electric hoists and such other tools as may be agreed upon between the employer and the Union)

but all such tools must be operated by workmen employed under the terms of this agreement and be provided with modern safety features.

Section 3.17(c). Workmen employed under the terms of this Agreement shall do all electrical construction and erection work and all maintenance thereon. This shall include the installation and maintenance of all electrical lighting, heating and power equipment. Such work shall include on-the-job work of welding, burning, brazing, drilling and shaping of all copper, silver, aluminum, angle iron and brackets to be used in connection with the installation and erection of electrical wiring on equipment.

All work of chasing and channeling necessary to complete any electrical work and all on-the-job handling and moving of any electrical materials, equipment and apparatus shall be performed by workmen employed under this Agreement. The cutting and threading of all conduit and nipples shall be performed by workmen employed under this Agreement. There shall be no restriction covered by this Agreement on the installation of any materials or equipment that are listed as a stock item in the electrical industry catalogs or price lists and furnished as a manufactured product.

ARTICLE IV REFERRAL PROCEDURE

Section 4.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN

GROUP I All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

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

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

Clackamas, Clatsop, Columbia, Hood River, Multnomah, Tillamook, Wasco, Washington and Sherman Counties, and Yamhill County north of section line T4S, State of Oregon; and Clark, Klickitat and Skamania Counties, State of Washington.

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

Section 4.09. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 4.11. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION:

Section 4.12. **An applicant who has registered on the Book I "Out of Work List" must renew his application annually or his/her name will be removed from the List. An applicant who has registered on any other Book other than Book I "Out of Work List" must renew his application quarterly or his/her name will be removed from the List.**

Section 4.13. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14(a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

Section 4.14(b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15. The only exceptions which shall be allowed in this order of referral are as follows:

(a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE V APPRENTICESHIP AND TRAINING

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12. Each job site shall be allowed a ratio of (2) apprentice(s) for every (3) Journeyman Wiremen(man).

| Number of Journeymen | of Maximum Apprentices/Un-indentured |
|-------------------------|---|
| 1 to 3 | 2 |
| 4 to 6 | 4 |
| 7 to 9 | 6 |
| “ “ “ | “ “ “ |
| 97 to 99 | 66 |
| Etc. . . | Etc. . . |

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

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade

competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16. 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 sixty (\$.60) cents for each hour worked by Journeyman, Foreman and General Foreman and one dollar (\$1.00) per hour for all apprentices covered by the terms of this agreement. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Section 5.17. First year apprentices may perform all tasks assigned by a general foreman, foreman, and/or journeyman, however, they shall not work on or near exposed energized circuits or systems. Second, third and fourth year apprentices may perform work on exposed energized circuits or systems of 110 volts AC and 220 volts AC under the direct supervision of a journeyman wireman (direct supervision for this section is defined to mean within arm's length).

ARTICLE VI FRINGE BENEFITS

NEBF:

Section 6.01. 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 this Agreement.

HEALTH AND WELFARE:

Section 6.02(a). HARRISON H & W. It is mutually agreed between the parties hereto, and in accordance with the Harrison Electrical Workers Trust Fund Agreement signed by the Oregon-Columbia Chapter, NECA and Local Union No. 48, IBEW, jointly established for this purpose and administered in compliance with Federal and State regulations governing Health and Welfare Funds, each employer shall pay the sum of **seven dollars and seventy cents per hour (\$7.70)** effective January 1, **2010** for each hour worked by all employees who perform work covered by the Collective Bargaining Agreement between the employer and the Union.

Hours worked shall be deemed to include straight time hours worked, actual overtime hours, report time and shift premium hours not worked.

Remittance shall be forwarded to reach the designated collector on or before the fifteenth (15th) day of each month.

It is understood and intended by the parties to this Agreement that the purpose of this clause is to establish an employer financed Health and Welfare Trust and that the 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 Trust Fund in accordance therewith.

Upon recommendation of the Trustees of the Harrison Electrical Workers' Health and Welfare Trust Fund, the contributions to the Fund may be increased by--the jointly signing of an amendment--a corresponding deduction from the employees' wages after 60 days'

notice is given to Management prior to any scheduled wage adjustment. If during the term of the Agreement any federal or State act is enacted and the Trustees of the Harrison Trust determine that the coverage provided by the act can result in the lowering of the Harrison Electrical Workers contribution, the parties to the Agreement will meet and allocate the recommended excess contributions to any existing fringes or to wages as the Union desires.

The above stated contribution rate includes **\$6.20** for health care, \$.10 per hour for the Electrical Industry Drug Free Workplace Program and \$1.15 per hour to fund a pre-paid health and welfare program for retirees between the ages of 60 and 65 and **\$.25** for the post 65 retirement program.

Section 6.02(b). The Harrison Health and Welfare contribution shall be increased to \$1.20 per hour effective January 1, 2006, to fund a new "Supplemental Flexible Benefit Fund" as described below.

The Harrison "Supplemental Flexible Benefit Fund" will fall under the Harrison Trust which will allow each employee an individual account to provide for additional monies, \$1.20 per hour, to be contributed on their behalf by the employer to be utilized by the employee for inner trust payments such as coverage for out of pocket or co-payment premiums and for new benefits as determined by the trustees allowable by law for approvable spending accounts in a cafeteria style plan i.e., child care, life insurance, long term care, deductibles, co-pays, etc.

In addition, as the law allows, individuals may withdraw funds from their account (taxed as required) for such provisions as illness, military, medical or family leave, workers compensation, unemployment or other leave deemed appropriate by the trustees and the law.

VACATION:

Section 6.03(a). The employer agrees to withhold a vacation allowance of 4% from the gross hourly wage for each hour worked by employees under this collective bargaining agreement.

This allowance is part of wages and subject to all applicable taxes.

Section 6.03(b). On or before the fifteenth of each month, the employer shall forward all assigned amounts to the Electrical Trust Funds, **601 NE Everett Street, Portland, Oregon, 97232** together with a record of hours worked and total amount withheld from each employee on the Fringe Benefit Report Form.

All vacation moneys shall be deposited to the account of the IBEW & United Workers Federal Credit Union.

Section 6.03(c). The IBEW & United Workers Federal Credit Union shall establish a vacation account for each employee covered by this Agreement and credit each with the percentage of their gross hourly wage for each hour worked as reported on monthly reports in the amounts required in Section 6.03.01 above.

Section 6.03(d). The Union shall pay for all administrative expenses incurred in the operation of the plan other than those incurred within the individual employer's own office.

Section 6.03(e). Annual time off for vacations for each employee subject to this Agreement shall be scheduled by mutual agreement between employer and employee, thirty (30) days in advance of scheduled date.

Section 6.03(f). It is the intention that individual vacations should, as far as possible, be granted to each employee in accordance with recognized vacation practices. It is recognized that this may not always be practical due to exigencies of particular jobs, sickness or other sufficient reasons, and it shall be necessary in such cases to make vacation arrangements to fit the needs of each particular job or shop.

Section 6.03(g). Not more than fifteen per cent (15%) of the employees in any shop or on any job shall be granted a vacation unless replacements can be supplied by the Union.

Section 6.03(h). Withdrawal of Vacation Allowance from the IBEW & United Workers Federal Credit Union by an employee shall be arranged between the employee and the IBEW & United Workers Federal Credit Union.

CREDIT UNION:

Section 6.04. Additional deductions may be assigned in writing to be credited to an employee's account in the IBEW & United Workers Federal Credit Union as directed by the employee. The employee shall give thirty (30) days' advance notice in writing of any change in the assigned deduction. The deduction shall be paid per section 6.03(b). of this agreement.

EDISON PENSION:

Section 6.05(a). Each individual employer shall pay the following sum per hour for each hour worked, by all* employees who perform work covered by this Collective Bargaining Agreement, to the Trustees of the Edison Pension Trust for the purpose of maintaining the Edison Pension Plan. Hours worked shall be deemed to include straight time hours worked, actual overtime hours, report time and shift premium hours.

Section 6.05(b). Each employer agrees to pay Two Dollars and Eighty-Five Cents (\$2.85)** per hour for journeymen wiremen, Three Dollars and Ten Cents (\$3.10) per hour for foremen and Three Dollars and Thirty-Five Cents (\$3.35) per hour for general foremen for all hours worked covered by this Agreement, except for 1st and 2nd term apprentices who are probationary employees and receive no contributions.

**All other apprentices will receive their contribution of the \$2.85 based on their percentage of journeyman rate.

Section 6.05(c). The parties to this contract agree and by this contract do designate as their respective representatives on the Board of Trustees such Employer or Union Trustees as will be selected in the manner provided by the Trust Agreement, together with their successors.

NINTH DISTRICT RETIREMENT PLAN:

Section 6.06. Each employer agrees to pay Three Dollars and Fifteen Cents (\$3.15)** per hour for journeymen wiremen, Three Dollars and Forty-Three Cents (\$3.43) per hour for foremen and Three Dollars and Sixty-Nine Cents (\$3.69) per hour for general foremen for all hours worked covered by this Agreement, except 1st and 2nd term apprentices who are probationary employees and receive no contributions to the IBEW District 9 Retirement Plan, a jointly trustee pension trust created pursuant to Section 302c of the Labor Management Relations Act.

** All other apprentices will receive their contribution of the \$3.15 based on their percentage of journeyman rate.

Hours worked shall be deemed to include straight time hours worked, actual overtime hours, report time and shift premium hours.

The employer further agrees to be bound by the provisions of the trust agreement created by the IBEW District 9 Retirement Plan dated 1984 and all amendments hereafter adopted and agrees to accept as its representatives the present Employer trustees and their lawfully appointed successors.

The parties to the agreement have also approved a provision which allows an employee voluntary after tax contribution, the authorized deduction for voluntary contribution cannot exceed 10% of the employee's gross wage. The employee must inform the employer 30 days prior to the next pay period by signing the appropriate authorization form notifying the employer to make the appropriate after-tax-contribution via payroll deduction in pension payment.

ADMINISTRATIVE MAINTENANCE FUND:

Section 6.07. Effective January 1, 2005, all employers signatory to this labor agreement with the Oregon-Columbia Chapter, NECA designated as their collective bargaining agent shall contribute .50% of gross labor payroll for each employee covered by this labor agreement to the Administrative Maintenance Fund. 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. No part of the funds collected shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions. The enforcement of delinquent payments and administration is the sole responsibility of the Oregon-Columbia Chapter, NECA.

POLITICAL ACTION COMMITTEE FUND:

Section 6.08. The employer agrees to deduct and forward to the Financial Secretary of Local Union 48, \$0.10 per hour from the pay of each member for the IBEW PAC fund.

**ARTICLE VII
NATIONAL ELECTRICAL INDUSTRY FUND**

NEIF:

Section 7.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- 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 VIII
BARNES LABOR MANAGEMENT COOPERATION COMMITTEE**

BLMCC:

Section 8.01. 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.

Section 8.02. 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 BLMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute \$.20 per hour. 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-Columbia Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. 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 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.

Section 8.05 Any contractor contributing to the BLMCC will be considered as having fulfilled their obligations to the NLMCC.

ARTICLE IX NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

NLMCC:

Section 9.01. 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 communication 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 organization effectiveness;

- 3) to assist worker 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 construction 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.

Section 9.02. 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 9.03. Each employer shall contribute one cent (\$.01) 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-Columbia Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04. 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 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.

ARTICLE X SAFETY

Section 10.01. There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 10.02. It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Section 10.03. Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A committee member is eligible to succeed himself.

Section 10.04. Two Journeymen shall work together on all energized circuits of 440 Volts AC or 250 Volts DC, or respective higher voltages. Journeyman shall be used in assisting a Journeyman Wireman while splicing cable.

Section 10.05. When workmen are employed on electrical work on or around energized circuits in manholes or vaults, there shall be one or more Journeyman present at all times to assist him. Workmen shall be provided with all approved safety devices.

Section 10.06. Journeyman Wireman, while splicing cable, shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two conductors or between any conductor or ground, unless assisted by one Journeyman. In no case shall Journeyman Wireman, while splicing cable, be required to work on energized cables carrying in excess of 480 Volt circuits.

Section 10.07. No employees shall be compelled to use a powder actuated tool. Only qualified employees shall be permitted to use powder actuated tools.

Section 10.08. The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

Section 10.09. The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work which is performed on that property under the terms of this Agreement.

Section 10.10. It is the Employers' exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

Section 10.11. Disregard for the employer's safety policy or use of safety equipment shall result in the employee being referred to the NECA/IBEW Joint Safety Committee (10.01) for review and training and may result in employee discipline and/or discharge by the employer.

ARTICLE XI SUBSTANCE ABUSE

Section 11.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific 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 shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Section 11.02. 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.

Section 11.03. Any employee who reports for work under the influence of alcoholic beverages or drugs, or who drinks alcoholic beverages or uses illegal drugs on the job site, or who report at the job site with alcoholic beverages, drugs, or firearms illegally in his possession, shall be subject to immediate termination.

ARTICLE XII CODE OF EXCELLENCE

Section 12.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XIII COLLECTION

Section 13.01. Collection. Employer contributions to employee benefit trust funds and contributions to the apprenticeship and training trust together with all employee wage withholdings (vacation, union dues, credit union, PAC), 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 **electronic payroll report through ePR Live as required by the trustees of the funds** for each contribution or fringe benefit or wage withholding 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.

Section 13.02. Liquidated Damages Delinquency Charge. Any employer who fails to file a report or pay contributions or wage withholdings 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.

Section 13.03. 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.

Section 13.04. 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 or which have been delinquent in reporting or paying contributions 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 funds.

Section 13.05. 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.

Section 13.06. 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.

Section 13.07. There has been considerable time and effort since 1984 on behalf of the parties hereto assessing the need for and amount of liquidated damages that an employer should pay to cover administrative and collection effort that is difficult to estimate and could be substantial.

Section 13.08. The parties recognize and acknowledge: that the regular and prompt payment of individual employer contributions and/or amounts withheld from employees' wages is essential to the maintenance of the various multiemployer employee benefit funds and designated recipients of the withholdings; that delinquencies cause increased administration COSTS because of the additional labor, record keeping, oral and written notification, investigation, consultation and other effort to enter information in the computers, make calculations, send demand letters to and otherwise communicate with the delinquent employer, make reports to the delinquency committee members responsible for collecting all delinquent amounts, and fully inform counsel, the auditor or other third parties of the information needed to collect all delinquencies; that each failure to pay must be investigated and referred to one or more appropriate service providers for field investigation or audit or legal action; and that collection efforts must be undertaken even if the employer thereafter promptly pays the delinquent contributions or withholdings.

Section 13.09. The employer's failure to make timely payment each month of the contribution and withholding amounts required by employer's agreement can result in: damage to the labor management harmony, the amount of which is difficult to estimate; employee loss of health and certain pension coverage, with damage that could be substantial and would be difficult or impossible to estimate; and reduced benefit amounts to all employees of all participating employers if late or delinquent payments become significant.

Section 13.10. The foregoing are not exhaustive, but demonstrate some of the costs, difficulties and damages created by late payment or nonpayment. As the length of the delinquency increases, the time and effort by the administrative staff and retained service providers increases, thereby increasing the damage to the recipients. Unlike the lost earnings charge, which increases at a specified rate per day, the exact cost for the additional damages caused by late payment or nonpayment is extremely difficult to determine.

Section 13.11. Accordingly, in light of the anticipated harm caused by late payment or nonpayment of contributions and withholdings, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, the parties agree, that a delinquent employer shall be liable for all liquidated damages delinquency charges specified herein with respect to all contributions and withholdings not paid by the delinquency date.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective January 1, 2010.

Executed:

**OREGON-COLUMBIA CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION, INC.**



TIMOTHY J. GAUTHIER
Secretary-Manager

**LOCAL UNION NO. 48,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**



CLIF DAVIS
Business Manager



May 14, 2010