

Sound & Communications
Addendum
between
The International Brotherhood of Electrical
Workers—Local 48
&
The National Electrical Contractors Association—
Oregon-Columbia Chapter



January 1, 2024 through December 31, 2026

**Oregon/SW Washington
Sound and Communications Addendum**

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**Oregon/SW Washington
Sound and Communications
Addendum
January 1, 2024—December 31, 2026**

Addendum by and between the signatory NECA Chapters and signatory IBEW Local Unions.

As used hereinafter in this Addendum, the term "Chapter" shall mean the signatory NECA Chapters, and the term "Union" shall mean the signatory IBEW Local Unions.

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.

Scope

The work covered by this Addendum shall be as allowed in the state laws of Oregon and Washington for the classifications listed in this Agreement for all work (with no restrictions) performed within the jurisdiction of Local 48.

Local 48 - Oregon and Washington

This work shall be performed in strict conformity with the State Electrical Licensing Laws and applicable rules in the State where the work is being performed.

It is the intent of the industry for all technicians to be licensed in both Oregon and Washington to perform the scope of work in this agreement. Graduates of our apprenticeship programs shall test in both states.

Article I

Effective Date - Changes - Grievances - Disputes

The Labor Management Committee will be comprised of the parties to this Addendum. All matters in dispute in this Addendum shall be referred to the parties to this Addendum for settlement. This Agreement is effective **January 1, 2024 through December 31, 2026**.

Section 1.06

- a. A grievance must be filed with the Union within five (5) working days from the alleged grievance or knowledge of the alleged grievance.

Section 1.07

NECA and IBEW agree this 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

Section 2.02

- a. On single jobs requiring more than four workers, a Journeyman Technician *or Installer* shall be designated as foreman by the employer. *The Installer classification can be a Foreman over other Installers only at 110% of the Installer rate.* As directed by the employer, foremen working with the tools on multiple jobs, shall not lead more than 12 workers. Foremen shall receive 110% of the Journeyman technician's rate of pay. Any job on which a foreman and 12 workers are employed shall require a general foreman or superintendent. The general foreman shall receive 120% of the Journeyman Technician's rate of pay.
- b. It is the intent of the industry to train all workers which will require approximately 44 hours of training on electrical safety, CPR, first aid, drug awareness, diversity, Comet, steward, the Code of Excellence, as well as NECA supervisory training to complete leadership training.
- c. Foreman Call by Name. The employer shall have the right to call foreman by name provided:
 1. 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 1 Out of Work List.
 2. When an employee is called as a foreman, they must remain as a foreman for one (1) year or must receive a reduction in force.

An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

- (a) The former employee is in the highest-level Group on the referral list containing applicants available for work, regardless of the individual's position on the list.
- (b) The recall is made within **6 months** from the time of layoff.
- (c) The former employee has not quit their most recent employer under this agreement within the two weeks prior to the recall request.
- (d) The former employee is not an apprentice.

Section 2.16. 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.

Article III

Hours - Wages - Working Conditions

Section 3.01

- (a) 72-Hour notice to the Local Union for four tens work week.
- (b) Each Employer shall be allowed to schedule employees for maintenance, service calls and/or shop work at the straight time rate of pay Tuesday through Saturday. Employees so assigned shall have Sunday and Monday as their days off.
- (c) An employee recalled for duty after the completion of their normal shift for the day shall receive pay in accordance with the provision of Section 3.02 for the number of hours worked on such recall, however, an employee so recalled shall receive an amount of no less than an amount equal to their straight time hourly rate of pay for two (2) hours. The period of recall shall begin with the time of the employee leaving their home until the time of their return.
- (d) When workers report at the shop or job and are not put to work due to conditions beyond the control of the workers, they shall receive two (2) hours pay. Workers may be required to remain at the job site for the hours paid.
- (e) When workers report and are put to work, they shall receive pay for a minimum of two (2) hours and shall remain on the job unless directed otherwise by the Employer.
- (f) An employee called for duty outside of the regular working hours for emergency repair work, call-back or service calls shall receive a minimum of two (2) hours work at the straight time rate.
- (g) An employee cannot be terminated for refusal to conform to Section 3.01(c) or (f).

Section 3.03

- (a) Wages shall be paid weekly in cash, check, or by direct deposit as authorized by the employee on Friday of each week with itemized deductions listed and not more than five (5) days' wages withheld at any time, provided that the employee has submitted a written timecard to the employer by Monday of each week, otherwise they will be paid at the next regular payroll period. 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 their check. If employee elects, their check will be mailed to their home address no later than closing time on Wednesday.
- (b) All work performed outside of the stated hours and on Saturdays, will be paid at time and one-half of the regular straight time rate. No individual employee shall be paid overtime compensation unless they have worked their (8) or (10) hours (depending on the shift) regardless of the time they start their day, if the individual employee is responsible for their own delayed start or missed time. Overtime applies if that individual employee has already worked 40 hours in that same week prior to the start of any shift. The following holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day or days celebrated as such, and Sundays shall be paid at double the regular rate of pay except for emergency repair which shall be paid for at time and one-half. Holidays falling on Saturday will be observed on Friday; holidays falling on Sunday will be observed on Monday.
- (c) 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 worker 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.
- (d) When employers utilize portability and send employees out of Local Union 48's jurisdiction, the employee will receive a minimum of Local 48's wage and fringe benefit package or the higher rate, if the other local union package is higher.
- (e) Termination Pay: When an employee quits, they will receive their paycheck at the next regular payroll period.
- (f) Any worker laid off or discharged by the employer shall be paid all their wages immediately. If the employee is not paid, waiting time of eight hours a day at the straight time hourly rate, Saturdays, Sundays, and holidays included shall be paid as a penalty.
- (g) 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.

- (h) The Employer has the right to discharge any employee for just cause. When a regular employee is so discharged, the Employer shall promptly notify the Union in writing to that effect. Notification shall be required in all terminations such as:
- a. Quit
 - b. Discharge (reason)
 - c. Other (reason)
 - d. Reduction in force (laid off)
- (i) Labor and management recommend that all employers use progressive discipline in all cases with the exception of discharge for cause. Progressive discipline is verbal warning, written warning, discharge.

Section 3.04

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. Workers 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 (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workers 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. Workers 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 a five (5) consecutive day 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 hours worked. There shall be no requirement for a day shift when either the second or third shift is worked.

The parties agree when a composite shift (combination of day and swing; or, swing and graveyard or graveyard and day) is worked, the rate per hour will be the combination of the shift hour and

respective pay added together and divided by total hours – 8 for 8-hour shift and 10 for 10-hour shift.

The parties have agreed that 4-10 shifts may be worked for day-swing and graveyard at the appropriate shift rates as spelled out above.

When a worker has worked on a shift at the overtime rate, they shall not go to work again for the regular rate until they are relieved for a period of eight (8) hours.

Section 3.05

When the Employer provides identical clothing as to style or fashion, the Employer shall furnish same, including cleaning and maintenance, with the exception of shirts.

Section 3.06

Effective July 1, 2002, the employer shall deduct \$.05 per hour for all hours worked for all classifications for IBEW-COPE

Section 3.07

When workers 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 worker is engaged on this type of work there shall be one (1) or more Journeymen/Technician present to assist them.

Section 3.08

On single jobs or when in direct supervision of four or more workers, a Journeyman Technician or installer shall be designated as foreman by the employer. The installer classification can be a foreman over other installers only at 110% of the installer rate. As directed by the employer, foremen working with the tools on multiple jobs, shall not lead more than 12 workers. Foremen shall receive 110% of the Journeyman Technician's rate of pay. Any job on which a foreman and 12 workers are employed shall require a general foreman or superintendent. The general foreman shall receive 120% of the Journeyman Technician's rate of pay.

- (a) It is the intent of the industry to train all workers which will require approximately 44 hours of training on electrical safety, CPR, first aid, drug awareness, diversity, Comet, steward, as well as NECA supervisory training to complete leadership training.*
- (b) On a single job with 4 or more employees requiring 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.*

Article IV Referral Procedure

Section 4.05

The Local 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 they qualify.

GROUP I

All applicants for employment who have three (3) or more years' experience in the Trade, are residents of the normal commuting area constituting the normal labor market, have passed a Sound and Communication Journeyman Technician examination given by duly constituted local union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee, and who have been employed in trade for a period of at least one (1) year in the last three (3) years in the normal commuting area covered by the local union.

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 three (3) or more years' experience in the trade and who have passed a Sound and Communication Journeyman Technician examination given by a duly constituted local union of IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee.

GROUP III

An applicant who has a minimum of two (2) years in the communication industry, but who does not meet the requirements of GROUP I or GROUP II.

GROUP IV

An applicant who does not meet the requirements of GROUPS I, II & III.

Article V Vacations - Insurance - Pension

Vacation

Section 5.02

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 5.03

On or before the fifteenth of each month, the employer shall forward all assigned amounts to the Electrical Trust Funds, P.O. Box 3866, Portland, Oregon, together with a record of hours worked and total amount withheld from each employee on the Fringe Benefit Report Form.

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

Section 5.04

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.

Section 5.05

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 5.06

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 5.07

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 5.08

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 5.09

Withdrawal of Vacation Allowance by an employee shall be arranged between the employee and the IBEW & United Workers Federal Credit Union.

Section 5.10

- (a) Each Employer agrees to pay the sum of **ten dollars and twenty-five cents (\$10.25) effective January 1, 2024**, per hour for each hour worked by all employees who perform work covered by the Collective Bargaining Agreement in accordance with the Harrison Electrical Workers Trust Fund Agreement.

Hours worked shall be deemed to include straight time hours worked, actual overtime hours worked, paid holidays and paid vacation time.

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

It is understood and agreed by the parties signatory to this Agreement that the purpose of this clause is to maintain an Employer-financed Health and Welfare program and that contributions hereto shall not be deemed to be wages to which any employee shall have any rights other than the right to have such contributions paid over to the Trust in accordance therewith.

Upon recommendation of the trustees of Harrison Electrical Workers Trust Fund, the contributions to the Fund may be increased. Any increase required in excess of the amounts listed in 5.10(a) will be evenly split by the employee and the employer from the allocated increase in wages. If during the term of the Agreement, any Federal or State act is enacted and the Trustees of the Harrison Electrical Workers Trust determine that the coverage provided by the act can result in lowering the contribution, the parties to the Agreement will meet and allocate the recommended excess contributions to any existing fringe benefits or to wages as the Union desires.

The above stated contribution rate includes **\$9.00 for health care**, \$.05 per hour for the Electrical Industry Drug Free Workplace Program, **\$.95 per hour to fund a prepaid health and welfare** program for retirees between the ages of 60 and 65, and **\$.25 per hour for the post 65 retirement program**.

- (b) As an alternative to the above-mentioned health plan, the Employer may, at their option, provide coverage under their firm's company health plan. If so elected by the Employer, the Employer must provide a comparable schedule of benefits as determined and approved by the plan consultant to the Harrison Health and Welfare Trust Fund. The Employer must notify the Union prior to the effective date of this Agreement that they intend to utilize their private health plan. The Employer shall be responsible for all costs associated with the consultant's determination of comparability. After the effective date of this Agreement, the Employer must remain on the plan selected until October 1st of the following year.
- (c) The Harrison Health and Welfare Flex contribution shall be **\$1.30 per hour January 1, 2024**, to fund the "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, 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.

Ninth District Pension

Section 5.11

Each Employer agrees to pay as per Scheduled 3A and 3B for each hour worked by all employees covered by this Agreement to the International Brotherhood of Electrical Workers District No. 9 Retirement Plan, a jointly trusted pension trust created pursuant to Section 302(c) of the Labor-Management Relations Act. Payments shall be due on the fifteenth (15th) day of the month following the month in which hours were worked and shall be mailed to the Board of Trustees of the IBEW District No. 9 Retirement Plan, P.O. Box 12245, Portland, OR 97212. The Employer further agrees to be bound by the provisions of the Trust Agreement created by the International Brotherhood of Electrical Workers District No. 9 Retirement Plan dated 1974, and all amendments hereafter adopted, and agrees to accept as its representatives the present Employer Trustees and their lawfully appointed successors. Apprentices and installers shall have pension contributions made as a percentage of the rates above equal to their pay rate percentage corresponding to their apprenticeship term. Exempt are first year apprentices who are probationary employees and receive no contribution.

Each remittance will be accompanied by a form which will be furnished for this purpose. Failure to forward negotiable remittance for the entire payment due by the fifteenth (15th) day of the month will automatically require immediate payment of damages prescribed by the Trust Agreement as well as delinquent amounts due and will further require other action as set forth in the Trust Agreement.

In addition to the damages assessable for late payment under the Trust Agreement and to other legal action which may be taken to collect delinquent payments which have not been received by the Board of Trustees of the IBEW District No. 9 Retirement Plan by the fifteenth (15th) day of the month following the month for which such assessments were due, individual Employers who fail to remit in accordance with the provisions shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that the required payments have been made to the International Brotherhood of Electrical Workers District No. 9 Retirement Plan.

Edison Pension

Section 5.12

The employer agrees to pay per Schedule 3A for all employees who work under the jurisdiction of Schedule 3A 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 not worked. Edison Pension contributions on overtime hours worked will be paid the appropriate overtime rates. Exempt are first year apprentices who are probationary employees and receive no contribution. All other apprentices shall have contributions paid based on their period percentage.

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.

Article IX Apprenticeship and Training

JATC

Section 9.01

The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Telecommunications Installer/Technician Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW local union and an equal number of members appointed by the NECA chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Telecommunications Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee shall include interviewing, ranking, and selecting applicants, and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 9.02

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

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

The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a chairman and a secretary who shall retain voting privileges.

The JATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be considered confidential and shall be regarded as the property of the JATC and its subcommittee, where a subcommittee is properly established.

Section 9.03

The subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the local labor- management committee for resolution.

Section 9.04

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

Section 9.05

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

Section 9.06

The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all telecommunications installer/technician apprentices. All such job-training assignments, or reassignments, shall be made in writing, and the local union referral office shall be notified, in writing, of all job-training assignments. The JATC, or its subcommittee, shall have the authority to transfer any apprentice as it deems necessary or appropriate.

Section 9.07

The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as an installer/technician, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 9.08

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

Section 9.09

Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom

training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 9.10

The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunications Installer/Technician Apprenticeship and Training Standards.

Section 9.11

The apprentice is to be under the supervision of an installer/technician, a technician-level employee, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. Installer/technicians and technicians are not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the installer/technician, technician, or supervisor is required to leave or is absent from the job.

Section 9.12

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

Section 9.13

Upon satisfactory completion of apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for installer/technicians to work in the jurisdiction covered by this agreement.

Section 9.14

All Employers subject to the terms of this Addendum shall contribute **seventy-five cents (\$.75)** per hour for all Installer classifications and technician classifications including Foreman and General Foreman. For all apprentice classifications, the contribution shall be **one dollar and five cents (\$1.05)** per hour worked under this Agreement. This sum shall be due to the Trust Fund by the same date as is their payment to the NEBF under the terms of the Employees Benefit Agreement.

Schedule 3A
JANUARY 1, 2024 - DECEMBER 31, 2026

I. Wages

a. The following rates of pay are in effect in the Local Union jurisdictions as outlined below:

Local 48 - Washington and Oregon
Clatsop, Tillamook, Columbia, Washington,
Multnomah, Clackamas, Hood River, Wasco, Sherman
and Northern half of Yamhill Counties in Oregon,
and Clark, Klickitat, Skamania, Wahkiakum and Cowlitz
Counties in Washington.

Where the union deems it necessary to protect the jurisdiction of the International Brotherhood of Electrical Workers, the union 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.

The minimum hourly rate of wages shall be as follows:

Effective		1-1-24
Journeyman Technician (Oregon Class "A"/ Washington 06 license)		\$49.66
Foreman		\$54.63
General Foreman		\$59.59
APPRENTICES (Oregon Class "A")		
1 ST	6-month period	50% \$24.83
2 nd	6-month period	55% \$27.31
3 rd	6-month period	60% \$29.80
4 th	6-month period	65% \$32.28
5 th	6-month period	70% \$34.76
6 th	6-month period	80% \$39.73
7 th	6-month period	90% \$44.69
*Installer (non-licensed work & Oregon Class "B" license after 1-1-09)		\$40.22
Installer Foreman (Class B License Prior To 1-1-09)		\$44.24

Installer progression under this agreement
(non-apprentice)

1 ST 6-month period & 450 hours	65%	\$26.14
2 nd 6-month period & 450 hours	75%	\$30.17
3 rd 6-month period & 450 hours	85%	\$34.19

Effective January 1, 2025 there will be a \$4.00 wage package increase with any trust fund contribution coming from this increase, as requested by the Trustees.

Effective January 1, 2026, there will be a \$4.00 wage package increase with any trust fund contribution coming from this increase, as requested by the Trustees.

* No Class 'B' prior to 1-01-2009 will be paid less than their previous wage. All new class 'B' after 1-01-2009 will be paid under the Installer rate.

II. Local 48 Dues

- 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.

III. Travel Time Parking, and Per Diem

- (a) The Employer agrees to reimburse each employee for authorized actual incidental expense incurred in connection with assigned duties i.e., parking and tolls. Parking may be assigned by the employer within two blocks of the work site for the most economical rate.
- (b) The employer must provide an advance expense check or credit card to cover the anticipated expenses at the ratio of no less than \$85.00 per day or \$370.00 per five-day week when an employee is required to stay out of town overnight. This rate shall also apply on weekends when it is not practical for the worker to commute and is not compensated for weekend travel.
 - a. When an employee is required to stay out of town overnight, expenses are broken down as follows: \$30.00 per day will be paid for meals and is a firm amount and will be paid to the employee without having to provide receipts. \$55.00 per night is allowed for lodging expenses, but if the employee is unable to stay within the lodging allowance, the Employer will reimburse the employee providing the employee has obtained prior approval and presents the Employer with acceptable receipts.
- (c) An out-of-town overnight stay is defined as travel beyond a 50-mile radius from Portland City Hall including all corporate city boundaries touched by the radius including the city boundary of Salem. This expense shall be paid only when an employee has actual overnight expenses.

- (d) All employees are expected to be on the job at the designated starting time until the designated quitting time in the free zone. The free zone shall include the four-county metropolitan area including Multnomah, Washington, Clackamas counties of Oregon and Clark County in Washington. Employees working outside of the free zone that does not require the employee to stay out of town overnight, will be compensated at \$3.00 per hour for all hours worked provided the employee starts and quits at the regular designated times working eight hours per day.
- (e) An automobile shall not be considered as necessary for employment. Any motor vehicle owned by a worker covered under this agreement shall not be leased or loaned to the employer. Workers 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. The Employer agrees to compensate the employee for the use of the employee's vehicle when traveling from shop to job, job to job, and job to shop at the applicable I.R.S. rate.
- i. Mileage at the IRS rate will be paid for use of personal vehicles for work outside Local Union 48's jurisdiction when traveling outside of the free zone.
 - ii. This language is to emphasize that employees will not be required to use their personal money for expenses and in the event that it is ever necessary, they will be reimbursed by providing receipts and having approval from the employer to spend more than the allowable amount.
- (f) Travel for training - When an employer requires an employee to travel out of town for training purposes, and the employer provides regular wages and all travel expense including lodging, food and transportation, the employee will not be compensated for traveling outside of normal work hours unless the travel time required by the employer is the Sunday before a Monday class, then the employee will be compensated at the straight time rate for the scheduled flight time only.
- (g) Overnight travel for work – When an employer requires an employee to travel to and from lodging with an overnight stay for work purposes outside of the normal workday, the employee will be compensated at the straight time rate. If the travel is on the same day as actual work, the appropriate rates would apply to the combined work and travel hours. Hours of pay will include travel time between shop to job, job to job, job to shop or between the employee's home and job, job to job, job to home for whichever distance is shorter.
- (h) It is agreed by the parties that the compensation will be reviewed on an annual basis through the living contract clause of this agreement to ensure the compensation is in accordance with IRS per diem rates.

IV. Fringe Benefits

(a) Fringe benefits are listed as follows:

As of 1-1-24	Journeyman Tech Gen Foreman	Journeyman Tech Foreman	Journeyman Tech	Class "B" Installer	Apprentice
Health & Welfare*	\$10.25	\$10.25	\$10.25	\$10.25	\$10.25
FLEX ***	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30
9 th District Pension	\$3.18	\$2.92	2.65	\$2.30	**
Edison Pension	\$10.31	\$9.45	\$8.59	\$7.99	**
NEBF	3%	3%	3%	3%	3%
Apprenticeship / Training	\$.75	\$.75	\$.75	\$.75	\$1.05
BALMCC	\$.20	\$.20	\$.20	\$.20	\$.20

*Exempt are 1st & 2nd term apprentices, and 1st & 2nd term Installers. (1st year). Remaining apprentices and installers receive their period percentage of the contribution. No Class 'B' prior to 1-01-2009 will be paid less than their previous wage. All new class 'B' after 1-01-2009 will be paid under the Installer rate. **Foremen receive 10% & General Foremen receive 20% over tech rate for Edison & 9th District.**

(b) The employers agree to increase the apprenticeship trust \$.10 per hour to reimburse (pro rata) employer's expense for manufacturer's certification training for their employees. When employer's expense for certified training is above \$1,000 per employee per seminar, the employee and the employer shall execute an industry accepted standard agreement that requires...if an employee leaves employment voluntarily within the first year of receiving certification training, the employee will reimburse the employer on a pro rata vs. time employed basis for certification expense incurred, unless the employer no longer pursues the market the employee was certified in at which time the employee is no longer liable for the expense. Further, it is agreed that over a period of four weeks, if an employer cannot provide 120 hours of employment or comparable pro rata hours, or employment within 48 consecutive hours of a normal work week, the employee may receive a reduction in force rather than a voluntary quit.

(c) Note: Credit Union Deductions - The Employer agrees to withhold an amount as designated by the employee and shall deposit that amount in an account at the IBEW and United Workers Federal Credit Union on or before the fifteenth (15th) of each month. The Credit Union shall establish an account for each employee and credit each account as reported.

V. BALMCC

Section 4.01

The parties agree to participate in the Barnes Allison 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 4.01.02

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 BALMCC, as provided in said Agreement and Declaration of Trust.

Section 4.02

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 4.03. 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.

Any contractor contributing to the BALMCC will be considered as having fulfilled their obligations to the NLMCC.

VI. NLMCC

Section 5.01

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:

- (a) to improve communication between representatives of labor and management;
- (b) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (c) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (d) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (e) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (f) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (g) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (h) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (i) to enhance the involvement of workers in making decisions that affect their working lives; and
- (j) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 5.02

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 5.03

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 5.04

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.

VII. Collection

Employer contributions to employee benefit trust funds required under this labor agreement, and more specifically, the International Brotherhood of Electrical Workers Harrison Electrical Workers Trust Fund ("Harrison Trust"), Edison Pension Trust ("Edison Trust"), National Electrical Benefit Fund ("NEBF"), International Brotherhood of Electrical Workers District No. 9 Pension Plan ("District 9 Pension Plan"), NECA-IBEW Electrical Training Trust ("Training Trust"), the Cornell-Hart Pension Trust Fund ("Cornell-Hart"), and the Barnes-Allison Labor-Management Cooperation Trust Committee ("BALMCC"), hereafter collectively referred to as "the trust funds," are due and payable on or before the 15th calendar day of each month covering the hours worked by each employee through the last full payroll period in the prior calendar month. Each employer shall file a monthly report through the EPR live system for each contribution or fringe benefit in the form established therefore. A report shall be filed, regardless of whether or not the employer employed any covered employees in the period covered by said report, and a report indicating no contributions shall constitute a certification by the employer that there were no contributions owing for the period covered by the report.

Any employer who fails to file a report or pay contributions by the 15th calendar day of the month following the month in which the work was performed 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 the employer's liability and shall pay the expenses of the audit if any delinquencies are found under the guidelines of any of the applicable trust agreements. An action to collect contributions may be brought in the name of the respective trust fund Trustees, or the Trustees who compose the trust funds joint Audit Committee, or any other 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 fund to which contributions are allowed or required hereunder.

Any employer which is delinquent in the payment or reporting of contributions shall be liable for liquidated damages and for damages for loss of earnings and related administrative and collection expenses which are difficult to calculate and may be difficult to assess. These liquidated damages are in addition to contributions otherwise due. In addition, interest damages for loss of earnings on contributions which are delinquent past the due date, shall be charged at the rate of ten percent (10%) of the delinquent contributions from the due date, compounded monthly until paid in full. Such interest charges shall apply both pre- and post-judgment, and the bargaining parties specifically waive their right to have post-judgment interest calculated at the federal statutory (or any other) rate. Liquidated damages shall be computed for each trust in an amount up to 20% of the unpaid contributions on the due date.

The parties agree to abide by the terms and conditions established from time to time by the trustees of the various trust funds 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, referred to as a "bond," to secure future payment of contributions due the trust funds in the manner and to the extent required by the collection policies and procedures established by the trust funds.

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 (pre- and post-judgment, and the bargaining parties specifically waive their right to have post-judgment interest calculated at the federal [or any other] rate), and such delinquent employer shall also be liable for reasonable attorney fees and collection and audit costs incurred for any action brought to recover the amount of said benefits.

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

Liquidated Damages Delinquency Charge

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.

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 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.

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.

The foregoing is 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.

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 nonfeasibility 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.

Liquidated damage delinquency charges per fund (for each month of nonpayment of contributions or withholdings owed for a work month):

- A. First delinquency in a 12 consecutive month period - \$25 for each full or partial month of delinquency during which the contributions or withholdings remain unpaid;
- B. Second delinquency in a 12 consecutive month period - 5 percent (5%) of contributions owed, or \$25 if larger, for each full or partial month of delinquency during which the contributions or withholdings remain unpaid;
- C. Third and all subsequent delinquencies in a 12 consecutive month period - ten percent (10%) of contributions owed, or \$25 if larger, for each full or partial month of delinquency during which the contributions or withholdings remain unpaid;

Provided, however, that the total per fund liquidated damage delinquency charge assessed for any delinquency under either B or C shall not exceed twenty percent (20%) of the unpaid contributions or withholdings owed for any specific work month, or One Hundred Dollars (\$100), if larger.

Lost Earnings Charge

In addition, the delinquent contributions and withholdings shall bear a lost earnings charge computed as interest at the rate of 1.5 percent for each full or partial month, commencing with the first of the month following the due date, until they are paid. The Joint Conference Committee is hereby authorized to assess and order payment of the liquidated damages, lost earnings charges and collection expenses provided for herein.

Court Action To Collect

It further is agreed that the contributions and withholdings are separate and distinct from the liquidated damages delinquency charge, lost earnings, other costs, fees or expenses incurred, and attorney fees. If employer pays the contributions or withholdings or both upon which the liquidated damages and other charges are owed, but the latter damages are not paid, legal action may be brought on behalf of the Funds and other proper recipients to collect the liquidated damages, lost earnings, other costs, fees or expenses incurred, and attorney fees, both at trial and on appeal.

- IV. 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.

VIII. AMF

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. The fund is to be administered solely by the employers, the fund may not be used in any manner detrimental to the Local Union or the IBEW and the enforcement of delinquent

payments to the fund shall be the sole responsibility of the fund or the employers and not the Union.

IX. Tool List

Employees under this collective bargaining agreement agree to provide themselves with the following tools if required for the job or task. Apprentices shall supply themselves with the basic hand tools listed but items 3 and 8 shall be required no later than the start of their third year.

1. Screwdrivers
2. Flashlights or Headlamps
3. Punch Down Tool - 66/110
4. Snips / Electrical Scissors
5. Sheet Rock Saw
6. Torpedo Level
7. Ring Tool or Wire Stripper
8. Tone Generator and Amplifier
9. Hammer
10. Pliers
11. 10" Adjustable Wrench (Crescent or equal)
12. 25' Tape Measure

X. Continuing Education

Employees other than apprentices covered by this collective bargaining agreement shall be required to complete an average of 12 hours of industry related continuing education including CPR and first aid per year at the NECA/IBEW Training Center. No other classes shall be accepted under this agreement unless classes have been approved by the NECA/IBEW Training Committee and they are available to all Sound and Communication technicians. All employees shall be required to have an updated first aid and CPR card and shall be responsible for following company safety policies including the proper utilization of all safety equipment.

XI. Safety

Workers 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.

Workers 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 workers 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.

XII. Terms and Conditions

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.

IN WITNESS WHEREOF, the parties to this Agreement agree to abide by all terms and conditions herein and have executed this Agreement on this 17th day of November, 2023.

Oregon-Columbia Chapter,
National Electrical Contractors
Contractors Association



Todd R. Mustard
Executive Manager

Local Union 48
International Brotherhood
of Electrical Workers



Garth Bachman
Business Manager