

Residential Agreement

between

Oregon-Columbia, NECA

—and—

IBEW Local 48



January 1, 2024—December 31, 2026

Residential Agreement

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Agreement

Agreement by and between Oregon-Columbia Chapter, National Electrical Contractors Association, Inc., and Local Union No. 48, International Brotherhood of Electrical Workers.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the Oregon-Columbia Chapter, National Electrical Contractors Association, Inc. and the term "Union" shall mean Local Union No. 48, International Brotherhood of Electrical Workers.

The term "Employer" shall mean an individual firm who has been recognized by signing a Letter of Assent to be bound by the terms and conditions of this Agreement.

The term "Employee" or "Employees" as used herein shall mean the worker or workers covered by the terms and conditions of this Agreement.

Article I

Effective Date/Changes/Grievances/Disputes

Scope Of Work

Section 1.01

The scope of this Agreement shall cover all work on one- and two-family dwellings or multi-family dwellings not exceeding four floors above grade. The state of Washington now allows the 02 residential licensed electricians to do residential work up to six stories on types 3, 4 and 5 buildings. All licensed employees shall be responsible for maintaining their license in accordance with Oregon and Washington states laws while working under the terms of this agreement.

Living Contract

Section 1.02

NECA and IBEW agree this two-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."

Effective Date

Section 1.03

This Agreement shall take effect on January 1, 2024 and shall remain in effect until December 31, 2026. Either party desiring changes or termination of this Agreement must notify the other, in writing, at least 120 days prior to the anniversary date. Both parties agree to be bound by the requirements for the council on industrial relations (CIR) to resolve negotiations.

Grievances – Disputes

Section 1.04

All grievances or questions in dispute shall be adjusted by the parties to this Agreement. In the event that they are unable to adjust any matter within five days, they shall refer the matter to the Labor Management Committee for resolution including use of the C.I.R. Any grievance, complaint or dispute not filed in writing within 5 days of the alleged complaint, dispute or grievance shall be waived.

Article II Employer Rights – Union Rights

Section 2.01(a)

All Employers shall be allowed to work with the tools and have no restrictions except as provided herein.

Section 2.01(b)

All Employees, covered by the terms of this Agreement, shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day of employment.

Section 2.01(c)

All employers shall be responsible to carry all state and federal required insurance, unemployment, workers compensation and liability and provide a fringe benefit bond as required by the Audit Committee.

Section 2.01(d)

The Employer understands that the Local Union's jurisdiction—both trade and territorial – is not a subject for negotiations, but rather is determined solely within the IBEW by the International President and therefore, agrees to recognize and be bound by such determinations.

Section 2.01(e)

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.

Section 2.01(f)

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.

Tool List

Section 2.02

The Employer shall furnish all necessary tools (except those listed below) and equipment to properly install and/or do the job. Employees shall be responsible for the Employer's tools and equipment providing the Employer allows the time and a suitable place for storing them.

- 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 (25' x 1")
- 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
- Combination wrenches (3/8", 7/16", 1/2", 9/16")

Article III Hours – Wages – Working Conditions

Hours

Section 3.01(a)

The parties to this Agreement, in the spirit of trying something new to gain market share in the residential market, agree to the following conditions: The first forty (40) hours, Monday through Saturday, shall constitute a regular workweek. All time worked after **eight (8) hours per day or forty (40) hours** in a week shall be paid one and one-half (1 ½) times the straight time rate of pay.

Section 3.01(b)

When workers are directed to report to the job, such workers shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

Section 3.01(c)

When workers are ordered to report at a shop or a job and are not put to work, they shall be paid for all time for which they are directed to remain available, but they shall receive no less than two (2) hours' pay.

Four Ten Hour Days

Section 3.02

Upon agreement between the employer and the employee a 4-10 work week will be scheduled Monday through Thursday or Tuesday through Friday for full week schedules. After 10 hours per day overtime will be paid at time and one half the regular rate of pay.

Overtime/Holidays

Section 3.03(a)

When an employee has worked on 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 hours.

Section 3.03(b)

All time worked on Sunday or holidays shall be paid at **double** the straight time rate of pay. Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day or days celebrated as such. The day after Thanksgiving will be an optional day of work at straight-time wages. No work shall be performed on Labor Day, except in case of emergency.

Section 3.03(c)

Work on Saturdays, Sundays or any holiday listed in the contract is not mandatory and the employer may not discipline any employee for refusal to work on these days.

Section 3.03(d)

Straight time on Saturdays shall be allowed up to a 40-hour work week regardless of the number of days worked during the week, with any additional time worked beyond 40 hours on Saturday paid at the overtime rate.

Payday/Termination Pay

Section 3.04(a)

Wages shall be paid no later than quitting time on Friday and not more than five (5) days of wages may be 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. When an employee has not received their paycheck by quitting time on Friday, or at the time of layoff or discharge, a penalty of \$100 per day shall be paid until receipt of their check. However, by mutual agreement between the employee and the employer, the final payment of wages may be paid by check through the mail or direct deposit within 2 business days.

Section 3.04(b)

an employee quits or requests a reduction in force and management agrees, they may receive their paycheck at the next regular payroll period.

Section 3.04(c)

All fringe benefit payments shall be paid to the Trust no later than the fifteenth (15th) day of the following month held.

Classifications/Wages

Section 3.05(a)

wages for Journey level employees shall be based on the employee's skills and ability as determined by the contractor with consultation by the Union. All base wages shall comply with state and federal laws and regulations.

Section 3.05(b)

When calculating a base wage for apprentices, a Residential journeymen electrician base rate shall be used.

Master Residential Classification

A Master Residential Electrician is defined as one of the following: Completed an IBEW Residential Apprenticeship prior to January 1, 2006; OR was enrolled in the IBEW Residential Apprenticeship prior to January 1, 2006 and then completed the residential apprenticeship; OR completed an IBEW Local Union 48 Two-Plus-Two Apprenticeship (Residential to Inside) prior to January 1, 2006; OR worked exclusively under the IBEW Local 48 Residential Contract prior to January 1, 2006, and they will receive the wages and fringe benefits as follows:

Effective January 1, 2017 Residential Journeyman Wireman will advance to the Master Residential Electrician Classification following 4000 hours worked as a Residential Journeyman. **For every 1000 hours worked toward the Master Residential Electrician Classification, a step increase of 85%, 90% and 95% of the Master wage will be applied.** The step increases will cap

at the Master Residential Electrician Wage and at that time, they will also receive the full Master Residential Electrician fringe package.

****Masters are encouraged to be licensed in both Oregon and Washington.***

Package for Master Residential Electrician

	January 1, 2024
Base	\$48.13
Harrison Health & Welfare	\$10.25
Flex	\$1.77
Edison Pension	\$9.58
9th District Pension	\$5.97
NEBF – 3%	\$1.40
BALMCC	\$.20
JATC	\$.60 (Apprentice \$1.00)
DEDUCT	
PAC	\$.10
Vacation	4%
Working Dues	1.75%
MRP Dues	2.0%

Residential Journeyman Electrician

	January 1, 2024
Base	\$40.01
Harrison Health & Welfare	\$9.30
Flex	\$1.66
Edison Pension	\$4.17
9th District Pension	\$2.42
NEBF – 3%	\$1.11
BALMCC	\$.40
JATC	\$.60 (Apprentice \$1.00)
DEDUCT	
PAC	\$.05
Vacation	4%
Working Dues	1.75%
MRP Dues	2.0%

Effective January 1, 2025 there will be a \$3.00 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 \$3.00 wage package increase with any trust fund contribution coming from this increase, as requested by the Trustees.

All apprentices also receive NEBF, FLEX, and Harrison contributions.

Residential Apprentices, wage shall be based on the residential journeyman electrician rate of pay:

1 st Six Months	55% of Residential Journeymen Electrician Base Wage
2 nd Six Months	60% of Residential Journeymen Electrician Base Wage
3 rd Six Months	70% of Residential Journeymen Electrician Base Wage
4 th Six Months	75% of Residential Journeymen Electrician Base Wage
5 th Six Months	85% of Residential Journeymen Electrician Base Wage

Residential Apprentices shall follow the rules of the JATC.

Article IV Fringe Benefits

Trust Fund & Collection

Section 4.01

All trust fund monies will be due and payable on or before the 15th of the month for all hours worked in the prior calendar month. All employers and employees shall participate and be bound by the requirements of each trust fund plan as required in this Agreement and detailed in the Inside Commercial Agreement including all employer benefit contributions as well as all employee deductions. The collection of all funds are as described in the Inside Commercial agreement and as well required by this agreement.

JATC Trust Contribution

Section 4.02

The Employer shall contribute (\$.60) sixty cents per hour to the JATC Trust for all individuals and \$1.00 per hour for all apprentices working under this Agreement for Master classification only. Exempt are all other classification and apprentices.

Harrison Health And Welfare

Section 4.03

The Employer shall contribute Health and Welfare payments as specified above to the Harrison Electrical Workers Health and Welfare Trust Fund for all hours worked under this Agreement.

Edison Pension

Section 4.04

The Employer shall contribute Pension Trust payments as specified above to the Edison Pension Trust Fund for all hours worked under this Agreement. Exempt are first year Apprentices. All other Apprentices receive their appropriate percentage of the Residential Journeyman contribution.

Ninth District Pension

Section 4.05

The Employer shall contribute 9th District Trust payments as specified above to the 9th District for all hours worked under this Agreement. Exempt are first year Apprentices. All other Apprentices receive their appropriate percentage of the Residential Journeyman contribution.

Cornell-Hart 401(K) Plan

Section 4.06(a)

The parties to this Agreement, through their predecessors, have established the Cornell-Hart Pension Trust (the "Trust"). The parties to this Agreement affirm their sponsorship of the Trust.

Section 4.06(b)

The Trust is administered by a Board of Trustees composed of an equal number of Union representatives and Chapter representatives. 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.

Section 4.06(c)

The Trustees have adopted the Cornell-Hart 1993 Plan which is an employee elective 401(k) account plan (the "Plan"). Starting April 1, 2012, any bargaining unit employee can by written election cause a per dollar amount to be withheld from such employee's pay and transferred as a contribution to the Plan and Trust, to be held, invested and distributed only as provided in the Plan. The Trustees shall determine the optional per hour elective deferral amounts available to various categories of employees. All such elective deferrals shall be subject to:

- (1) Tax qualification requirements under the Internal Revenue Code and IRS regulations, including limits on the maximum elective deferral and aggregate benefit limits applicable to tax qualified plans benefiting the individual.
- (2) Rules prescribed by the Trustees for administration of the Plan, and compliance with tax qualification and ERISA laws.

Section 4.06(d)

Amounts withheld from pay shall be paid to the Trust within the time period established by the Trustees. A failure to forward such withheld pay by the due date will be treated in the same manner as delinquent pension contributions.

Elective deferral amounts are determined by the Internal Revenue Service (IRS). First-year apprentices are not eligible for this plan.

BALMCC/NLMCC

Section 4.07

The employer shall contribute payments to the BALMCC and NLMCC as specified above for all hours worked under this Agreement for all classifications.

Pac & Vacation Deduct

Section 4.08

The employer shall deduct as specified above (for PAC) and 4% (for vacation fund) of base wage from all classifications. All employees shall become a member of the IBEW and United Workers Federal Credit Union as required in the Inside Commercial Agreement.

Union Dues Deduction

Section 4.09

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 certified to the Employer by the Local Union upon request by the Employer.

NEBF

Section 4.10

The Employer shall contribute an additional three percent (3%) of the gross wages paid to the NEBF Trust Fund for all hours worked. The NEBF Trust rules shall apply.

Flex Plan

Section 4.11(a)

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. The same amount as the inside/commercial agreement calls for 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.

Section 4.11(b)

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.

Article VI Portability and Travel

Section 5.01

Per portability agreements, local employers and employees will have unlimited ability to travel into surrounding jurisdictions provided the employer notify the local union of work in the jurisdiction. The employer shall pay the appropriate IRS mileage rate for reimbursement of personal use of vehicles from shop to job, job to job and job to shop. All other travel shall be as agreed upon between the employer and employee.

Section 5.02

Any workman performing work in the metered or permitted street public parking area of Local Union 48 shall receive \$13.00 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.

Section 5.03

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. A company issued cordless drill, cordless impact driver, two batteries and a charger will be exempt from the ten pounds.

Section 5.04

On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses. When workers are authorized to remain away from home overnight within the Local Union's jurisdiction, the Employer shall pay their reasonable expenses upon receipt.

Article VI Apprenticeship and Training

Section 6.01

All apprentices employed under the terms of this Agreement shall report to the JATC for placement in the Residential JATC Program. The JATC is authorized to register a total number of Apprentices not to exceed a ratio of one (1) Apprentice to one (1) Residential Wireman who are employed under the terms of this Agreement. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolution, as per standards and policies. If the JATC deadlocks on any issue the matter shall be referred to the Parties to this Agreement for resolution as outlined previously under Grievances/Disputes; except for Trust Fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 6.02

The Employer and the Union agree to develop a school-to-work training program to train and utilize high school students as summer helpers on residential projects.

Article VII Safety and Drug Program

Section 7.01(a)

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 7.01(b)

It is the employer's responsibility to provide hard hats and individual protective gear when such are required. It is also the employer's responsibility to ensure the safety of its employees and their compliance with company safety rules.

Article VIII Referral Procedures

Section 8.01(a)

The Employer shall be free to hire their Employees from any source. New Employees shall report to the Union within eight (8) calendar days after being hired, for processing into Union membership.

Section 8.01(b)

Contractors will provide notification via fax to the Local Union to inform them of the new hire's name and Social Security Numbers. All new hires will be tested under the Drug Free Workplace Program as provided herein.

Section 8.01(c)

The Union will provide a summary sheet of information to hand out to the new hires.

Section 8.01(d)

When new hires are presented to the IBEW for membership and dispatch, they will be immediately returned to the original employer.

Section 8.01(e)

The Union shall maintain a register of all applicants for employment; listed in chronological order of the dates they register their availability for employment. All Residential Journeymen must have a minimum of 4,000 hours of residential experience to sign the out-of-work register. An Employer may request by name any applicant.

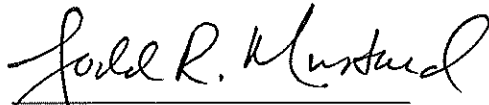
Article IX
Agreement Approval

Section 9.01

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.

Signed for:

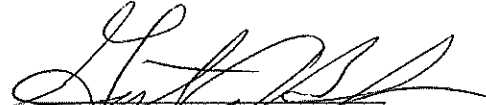
Oregon-Columbia Chapter
National Electrical
Contractors Association



Todd R. Mustard
Executive Manager

Signed for:

Local Union 48
International Brotherhood
of Electrical Workers



Garth Bachman
Business Manager