

**Sound & Communications Agreement**  
**between the International Brotherhood of Electrical Workers Local 48**  
**&**  
**Delaney Telecommunications, Inc.**  
**January 1, 2024 through December 31, 2026**

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Agreement by and between Delaney Telecommunications, Inc., d/b/a Black Box Network Services ("Delaney") (collectively the "Employer") and IBEW Local Union 48.

In all agreements between the parties, the following terms shall have the following meanings: (a) the term "Union" shall mean IBEW, Local Union 48 and (b), the term "Employer" shall mean Delaney.

## **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 the Employer, the Union and the public. Progress in industry demands a mutuality of confidence between all parties to and covered by this 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:

## **NON-DISCRIMINATION**

The Employer and Union agree that there will be no discrimination in employment because of race, religion, creed, color, national origin, age, sex, physical or mental handicap or disability, as defined by federal and state laws. Nor shall there be any discrimination of veterans. Compliance with state and/or federal laws shall not be considered discrimination.

## **SCOPE**

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

Local 48 – Oregon & Washington – Clatsop, Tillamook, Columbia, Washington, Multnomah, Clackamas, Hood River, Wasco, Sherman, and Yamhill \* counties in Oregon. Clark, Skamania, Klickitat, Wahkiakum and Cowlitz counties in Washington.

\*That portion north of the following townships: T4S R3W, T4S R4W, T4S R5W, and T4S R6W.

**Work performed by workers hired under this Addendum that travel to other jurisdictions under Article 2:06 of the Agreement shall comply with the Scope negotiated in the site Local jurisdiction. The Employer shall provide a copy of the Scope so the workers are aware of the scope of work they are allowed to perform when working in said jurisdiction.**

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.

The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and

telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Sound and Voice Transmission/Transference Systems

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multi-media/multiplex systems
10. Sound and musical entertainment systems
11. RF Systems
12. Antennas and Wave Guide

B. Fire Alarm Systems

1. Installation, wire pulling and testing

Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate when either of the following two (2) conditions apply:

- (1) The project involves new or major remodel Building Trades construction.
- (2) The conductors for the fire alarm systems are installed in conduit.

C. Television and Video Systems

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

D. Security Systems

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/Infrared monitoring equipment

E. Communication Systems That Transmit or Receive Information and/or Control Systems That Are Intrinsic to The Above Listed Systems (In The Scope)

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems

I. All ladder rack and cable tray to support systems installations will be installed under the terms of this agreement.

On new construction and high tech tool installations where union electrical contractors are working, the conduit will be installed either by inside wireman or at the inside wireman wage/fringe package.

On new construction projects where nonunion electrical contractors are working, the conduit may be installed under the terms of this agreement.

When signatory contractors under this agreement are working independent from inside contractors for add on, remodel and service work, conduit, wire mold and other raceway systems will be installed under the terms of this agreement.

Chases and/or nipples (not to exceed ten feet) may be installed on open wiring systems.

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.

II. This Agreement specifically excludes the following work:

- A. Energy management systems
- B. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).

In an effort to eliminate confusion regarding the interpretation of the Scope of Work covered by this agreement, the parties hereto agree to establish a Scope Review Committee composed of the following:

2 members each from the Employer and IBEW.

Members of the Committee shall be selected by the parties they represent. The Committee shall meet at such times as deemed necessary by the parties. The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.



It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this agreement or addendums. The Scope Review Committee is not authorized to interpret this agreement, or addendums, in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Sections 1:06-1.09 of this agreement.

## **ARTICLE I**

### **Effective Date - Changes -- Grievances -- Disputes**

**Section 1.01.** Term of Agreement. This Agreement shall take effect **January 1, 2024**, and shall remain in effect until **December 31, 2026.**, 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 changes or terminated in the way later provided herein.

(a) The Employer and IBEW agree this agreement is a "living agreement" through partnering when language has been agreed to or concepts agreed to by the parties, they will be made into amendment form and added to this agreement.

**Section 1.02.** Changes, Termination & Arbitration.

Either party desiring to change or terminate this Agreement must provide written notification at least 120 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(a) 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.

(b) 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.

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

(d) 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.

(e) Notice by either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

**Section 1.03.** Amendment by Mutual Consent. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto and submitted to the International Office of the IBEW and the Employer for approval, the same as this Agreement or addendums.

**Section 1.04.**     Grievances – Disputes. 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.

**Section 1.05.**     Labor-Management Committee – Composition. There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also attempt to 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 Employer shall select the management representatives.

**Section 1.06.**     Grievance Procedure – First Step. All grievances or questions in dispute shall be adjusted by the duly authorized local representative of each of the parties to this Agreement. In the event that these two (2) are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor- Management Committee.

**Section 1.07.**     Labor-Management Committee – Decision. All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) 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.**     Arbitration. Should the local 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.**     Status Quo. 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.**     Favored Nations Clause. 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 notify the employer of any such concession.

**Section 1.11.**     Living Agreement. The Employer and IBEW agree this agreement is a "living agreement" through partnering when language has been agreed to or concepts agreed to by the parties, they will be made into amendment form and added to this agreement.

**Section 1.12.**     Grievance Window. A grievance must be filed with the Union within five (5) working days from the alleged grievance or knowledge of the alleged grievance.

## ARTICLE II

### Employer Rights — Union Rights

**Section 2.01.**     Employer Defined. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer who contracts for such work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a business telephone and adequate tools, equipment and inventory. The Employer shall maintain a suitable financial status to meet payroll requirements, and employing not less than one (1) installer and/or technician, when performing work covered under this Agreement.

(a) Employees, except those meeting the requirements of "Employer" as defined herein, shall not contract for any work as set forth under the "Scope of Work" of this Agreement.

(b) Any employee, working under the terms of this Agreement, holding an active contractor's license covering the Scope of Work as set forth in this Agreement, shall inactivate their license in accordance with State Law.

**Section 2.02.**     Management Rights.

(a) The Unions understand 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 their 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 Unions' geographical jurisdiction, in determining the need and number as well 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.

(b) It is the intent of the industry to train all employees which will require 44 hours of training on electrical safety, CPR, first aid, drug awareness, diversity, Comet, Steward, the Code of Excellence, as well as supervisory training to complete leadership training.

(c)     Foreman Call by Name. The employer shall have the right to call foreman by name provided:

(i) The employee has not terminated from their previous employer within the past two weeks nor specifically quit within the past four weeks.

(ii) 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.

(iii) 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.

**Section 2.03.**     Workers Compensation. For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in the State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed.

**Section 2.04.**     Union Representation. The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing communication/electronic work within the jurisdiction of the Local Union on all present and future jobsites.

(a)     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 determination.

**Section 2.05.**     Double Breasting. In order to protect and preserve, for the employees covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the Employer, through its officers, directors, partner or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

**Section 2.06.**     Portability of Manpower. (a) Free movement of men is allowed throughout any of the signatory Local Union jurisdictions. On all jobs exceeding one (1) day in duration, the Employer shall notify the Local Union in whose jurisdiction he will be working, in writing or by fax, prior to starting a job, the location of the job, and the names and social security numbers of the employees to be sent in. Approved forms provided by the Union. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor's shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises. The rights covered by this Section are not automatic, but are contingent upon compliance with the proper notification contained herein.

(b)     All personal benefits to be sent to home local, i.e. Health & Welfare, Pensions and Vacations.

**Section 2.07.**     Designated Management Worker. A signatory Employer shall not perform work as an installer and/or technician except one (1) designated member of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement. Such working member of a firm (Employer) shall work under all the terms and conditions of this Agreement. The firm shall have one (1) installer and/or technician not a member of the firm employed under the terms of this Agreement at all times. Avoidance of the intent of this section shall not be permitted by the pretense of ownership of the business by an immediate member of the family. Nothing contained in this section shall be construed to prevent any Employer from performing

work during emergencies for the protection of life or property or working up to four (4) hours each day on service, repair calls, and checking and inspecting.

**Section 2.08.**     Union Stewards. The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at their shop or on their job. No Steward shall be discriminated against by an Employer because of their faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. Such removal would be subject to the grievance procedure.

**Section 2.09.**     Union Access to Work Site. The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement, provided he first notifies the Employer's local office.

**Section 2.10.**     Sanctioned Picket Line. It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, the Central Labor Council or the Local Union.

(a)     Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner.

Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.

Each employer will furnish necessary locked storage to reasonably protect tools from weather and vandalism and will replace such tools when tools are damaged on the job or stolen from the locked storage.

**Section 2.11.**     Employer Tools. Employees under this Agreement shall not be required to furnish power or special tools or test equipment. Employees shall not use the Employer's property such as tools, parts, test equipment and transportation for other than the Employer's business.

**Section 2.12.**     Union Security. All employees covered by the terms of this Agreement shall be required to become 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 2.13.**     Cancellation and Subcontracting. The Local Union is a part of the International Brotherhood of Electrical Workers; 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 their 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.

(a) The subletting, assigning or transfer by an individual Employer of any work in connection with electrical/electronic work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of their employees on any sound and communication or electrical/electronic 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.

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

**Section 2.14.** Labor/Management Committee. The Labor-Management Committee shall meet within five (5) working days when notice is given by any member thereof that an unresolved dispute within the jurisdiction of the Committee exists.

**Section 2.15.** Union Discipline of Members. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

**Section 2.16.** Over 50 Language. 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. The Employer shall retain all rights under 2.02(a) and 4.03 of this agreement.

### **ARTICLE III**

#### **Hours — Wages — Working Conditions**

#### **WAGES AND FRINGES SHALL BE AS PER SCHEDULE 3A**

**Section 3.01.** Hours of Work. Eight (8) consecutive hours work between the hours of 6:00 A.M. and 6:00 P.M. (excluding a meal period of not less than one-half (1/2) hour) shall constitute a work day. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the work week.

Notwithstanding anything in this Agreement to the contrary, no employee will receive overtime compensation until they have worked the applicable eight (8) or ten (10) hours or (or previously worked 40 hours), regardless of the time they started the day due to an employee issue.

(a) 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.

(b) 72-Hour notice to the Local Union for four tens work week.

(c) 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.

(d) 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 3.03 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.

(e) When workmen report at the shop or job and are not put to work due to conditions beyond control of the workmen, they shall receive two (2) hours pay. Workmen may be required to remain at the job site for the hours paid.

(f) When workmen 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.

(g) 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.

(h) An employee cannot be terminated for refusal to conform to Section 3.01 (d) or (g).

**Section 3.02.** Labor Day. No work shall be performed on Labor Day, except in case of emergency, or with the permission of the Business Manager where the work is being performed.

(a) 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. 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.

(b) 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 3.03.** Payment of Wages. Pay day will be the same as the contractor's home office. The Business Manager with the Chapter Manager, or their designated representative, shall have the right to visit the Employer's place of business during any working hours to inspect the time cards and/or payroll records of the employees covered by this Agreement.

(a) Wages shall be paid weekly in cash, check, or by direct deposit no later than one (1) hour before quitting time on Friday of each week with itemized deductions listed and not more than five (5) days' wages may be withheld at any time, provided that the employee has submitted a written time card 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 or before 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

***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. If the unpaid amount is not paid in full within two business days, a penalty of \$100 per day will be paid by the employer until the employee is made whole.***

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.

**Section 3.04.** Shift work. When so elected by the Employer, multiple shifts of 8 hours for at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

(a) 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.

(b) 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. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

(c) 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.

There shall be no requirement for a day shift when either the second or third shift is worked.

(d) When requested by the customer in writing on occupied remodel and renovation work, and when mutually agreed by the employee and employer, a single shift of eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays, between the hours of 2:30 p.m. and 6:00 a.m. The shift start time is any time after 2:30 p.m. Employees shall receive a minimum of eight (8) hours pay at the regular hourly rate plus 17.3% regardless of the hours worked. Such written request shall be provided to the Union.

(e) 4-10 work schedules are allowed for second and third shifts at the appropriate shift rates.

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 time rate shall be the maximum compensation for any hours worked.

**Section 3.05.**     Union Dues Deduction. The Employer shall deduct and forward to the Financial Secretary of the home local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union By-Laws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

**Section 3.06.**     Union Bulletin Board. A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

**Section 3.07.**     Foreman Required. On single site requiring more than two workmen, 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 workmen. Foremen shall receive 110% of the Journeyman technician's rate of pay. Any job on which a foreman and 12 workmen 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 41 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 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.

**Section 3.08.**     Travel Time 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 a 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.

(c)     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.

(d) 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.

(e) 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. The Employer agrees to compensate the employee for the use of the employee's vehicles when traveling from shop to job, job to job, and job to shop at the applicable I.R.S. rate.

Mileage at the IRS rate will be paid for use of personal vehicles for work outside Local 48's jurisdiction when traveling outside the free zone.

(f) 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 or service calls where the total weight shall not exceed ten pounds.

This language is to emphasize that employees will not be required to use their personal expense money for expenses and in the event that is ever necessary, they will be reimbursed by providing receipts and having approval from the employer to spend more than the allowable amount.

(g) 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.

(h) 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 work day, 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.

(i) 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.

(j) When a workman 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 (8) hours.

**Section 3.09.** Employer Provided Clothing. 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 3.10.** Modification of Labor Agreement. 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 collective bargaining agreement. Should the Union consent to a modification of the labor agreement for a particular project, the modification shall apply only 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 3.11.** 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, 8 and 12 shall be required no later than the start of their third year.

1. Screw Drivers
2. Flashlights or Headlamps
3. Punch Down Tool – 66/110 blades punchdown
4. Snips
5. Sheet Rock Saw
6. Torpedo Level
7. Ring Tool or Wire Stripper
8. Tone Generator and Amplifier
9. Hammer
10. Pliers
11. Crescent Wrench
12. 25' Tape Measure

**Section 3.12.** Safe Workmanlike Manner. 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.

Workmen 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.

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/Technician present to assist him.

#### **ARTICLE IV** **Referral Procedure**

**Section 4.01.**     Common Interests. 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 the 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.**     Union Exclusive Source of Referral. The Local Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 4.03.**     Right of Rejection. The Employer shall have the right to reject any applicant for employment.

**Section 4.04.**     Non-Discriminatory Referral. The Local 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 anyway by rules, regulations, by-laws, 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.**     Register of Applicants. 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**

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 their Group I local union. If an applicant qualifies for Group I status in a local union other than their home local union and designates that local as their 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.

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 the 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 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.

**Section 4.06.**     Exhausted Referral List. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (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.**     Temporary Employees. 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.**     Resident. Experience in the trade is defined as performing work covered by the Scope of this Agreement.

**Section 4.09.**     Out-of-Work List. "Normal construction labor market" is defined to mean the geographical area as depicted in the local union agreements and attached hereto as Attachment 1, plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured.

**Section 4.10.**     Renewal of Registration. An applicant who has registered on the "out-of-work list" must renew their application every thirty (30) days or their name will be removed from the "list."

**Section 4.11.**     Short Workweek. An applicant who is hired and who receives, through no fault of their own, work of forty (40) hours or less shall, upon registration, be restored to their appropriate place within their GROUP.

**Section 4.12.**     Order of Referral. 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 their appropriate place within their GROUP and shall be referred to other employment in accordance with the position of their GROUP and their place within their GROUP.

**Section 4.13.**     Bona Fide Requirements.

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 their request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

**Section 4.14.**     Appeals Committee – Composition. An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Employer and a Public Member appointed by both these members.

**Section 4.15.**     Appeals Committee – Function. 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 applicable Local Union of Sections 4:04 through 4:13 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be compiled with by the applicable 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 4.16.**     Inspection of Referral Records. A representative of the Employer designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

**Section 4.17.**     Posting of Referral Procedure. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.

**Section 4.18.**     Hiring & Transferring of Apprentices. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

**Section 4.19.**     Discharge for Cause. 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:

1.     Quit
2.     Discharge (reason)

3. Other (reason)
4. Reduction in force (laid off)

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. Employees that are terminated for a serious offense or quit, will receive their final check per state law or no later than the next payroll period for the week worked, whichever is shorter.

**Section 4.20.** Installer Classification. The **Installer** classification is for individuals with limited 2-year licenses and are strongly encouraged to enter the 4-year apprenticeship program to become journeyman technicians under this agreement. Minimum requirements of the apprenticeship program will be followed.

**Section 4.21.** This section left blank intentionally.

**Section 4.22.** Right to Recall. An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

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; or, if the former employee is a Journeymen or Installer, he or she is available for assignment regardless of the individual's position on the list and;

The recall is made within 45 days from the time of layoff and;

The former employee has not quit their most recent employer under this agreement within the four weeks prior to the recall request.

Journeymen and Installers may be recalled at a ratio of 1:1 to requests for general referrals. 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.

Employers shall layoff employees who have not worked 15 work days, not including weekends, holidays, vacation, medical or family leave.

Journeymen and Installers may be recalled if they have a current unemployment or workers compensation claim with the employer requesting the recall.

Apprentices will not be eligible for recall under this section of the agreement.

## **ARTICLE V**

### **Pension, Benefits and Deductions**

**Section 5.01.** NEBF. It is agreed that in accord with the National 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 designated local collection agent an amount equal to 3% of their gross monthly labor payroll, which they are obligated to pay 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.

Individual Employers who fail to remit as provided above shall be additionally subject to having this 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 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 Labor Agreement.

**Section 5.02.** Collection. Fringe benefits provided for under this agreement are due and payable on or before the 15<sup>th</sup> day of each month, covering the hours worked by each employee through the last payroll period in the prior calendar month. Each employer shall file a monthly payroll report for each fringe benefit, in the form established therefore. Each report shall be filed, regardless of whether or not the employer has employed any employee in the month covered by said report.

Any employer who fails to file a report or pay contributions for any of the fringe benefits by the 20<sup>th</sup> of the month in which such report or payment is due shall be considered delinquent on the 21<sup>st</sup> and is in violation of this agreement. Legal action may be brought by the appropriate parties to enforce collection. Delinquent employers shall be liable for all reasonable attorneys' fees, court costs and other expenses incurred in the enforcement of 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 their liability, and shall pay the expenses of audit if delinquencies are found, under guidelines of the Funds. Action to collect contributions may be brought in the name of the respective Fund involved, its Trustees or any assignee or agent designated by said trustees.

Employer hereby accepts and agrees to the terms of each trust agreement and plan for each such fringe benefit Fund.

Delinquent employer shall be liable to any employee affected by such delinquency for all benefits lost by such employee by virtue of such delinquency, and such delinquent employer shall also be liable for reasonable attorneys' fees for any action brought to recover the amount of said benefits.

If any Participating Employer shall be delinquent in the payment or reporting of the contributions and/or amount withheld from Employees' wages, such Employer shall be liable for



(i) all such unpaid contributions and amounts withheld, (ii) liquidated damages, (iii) lost earnings charges, and (iv) fees and costs of audit and collection. 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.

The Union may remove employees covered by this Agreement from the employ of a delinquent employer, provided advance notice of not less than 72 hours is given of such proposed action to the delinquent employer. Such removal of employees and the cessation of work by the employees of any such delinquent employer shall continue until the administrator of the Fund involved confirms 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 other wise 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 thereafter promptly pays the delinquent contributions or withholdings.

The employer's failure to make timely payments 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 retrained 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 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 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.

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 fluid 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 liquidated damages, lost earnings, other costs, fees or expenses incurred, and attorney fees, both at trial and on appeal.

**Section 5.03.** Vacation. 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.

(a) 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 moneys shall be deposited to the account of the IBEW & United Workers Federal Credit Union.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

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

**Section 5.04.** Health and Welfare. Each Employer agrees to pay the sum per schedule 3A per hour for each 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 (15<sup>th</sup>) 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 to have 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 and the Employee agrees to pay that determined amount by a corresponding deduction from the base wage rate for the duration of the Collective Bargaining Agreement. 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.

(a) As an alternative to the above-mentioned plan, the Employer may, at its 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 1<sup>st</sup> of the following year.

**Section 5.05.** 9<sup>th</sup> District Pension. Each Employer agrees to pay as per Schedule 3A 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 (15<sup>th</sup>) day of the month following the month in which the 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 shall have pension contributions made as a 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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.

**Section 5.06.** Edison Pension. 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. 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.

**Section 5.07.** 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 (15<sup>th</sup>) of each month. The Credit Union shall establish an account for each employee and credit each account as reported.

**Section 5.08.** Administrative Maintenance Fund. Effective January 1, 1992, all employers signatory to this labor agreement with the Oregon-Columbia Chapter, NECA designated as their collective bargaining agent shall contribute .5% 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.

**Section 5.09.** COPE Deduction. Effective July 1, 2002, the employer shall deduct per schedule A per hour for all hours worked for all classifications for IBEW-COPE.

**Section 5.10.** Dues Deduction. The Employer agrees to deduct and forward to the Financial Secretary of Local 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.

**Section 5.11.** Flexible Benefit Fund. The Harrison Health and Welfare contribution shall increase to \$1.00 per hour worked by the employees who perform work covered by this Agreement effective January 1, 2007, 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, \$1.00 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.

## **ARTICLE VI**

### **Safety, Drug Free Program, and Education**

**Section 6.01.** Safety – Drug Free Workplace – Continuing Education. It is the Employer's responsibility to insure the safety of its employees and their compliance with safety rules and standards.

(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.

The parties to this agreement hereby incorporate the area-wide Substance Abuse Testing Policy adopted by Local 48 and NECA.

(b) 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 to follow company safety policies including the proper utilization of all safety equipment. Industry Fund (NECA Members Only)

**Section 6.02.** Industry Fund. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

(a) 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.

(b) 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. (REQUIRED OF N.E.C.A. MEMBERS ONLY.)

## **ARTICLE VII**

### **Separability**

**Section 7.01.**     Separability. 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.

## **ARTICLE VIII**

### **Apprenticeship and Training**

**Section 8.01.**     Apprenticeship Standards – Subcommittees. 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 8.02.**     Subcommittee Appointments. 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 of 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 8.03.**     Standards and Policy Enforcement. 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 8.04.**     JATC Trust. 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 8.05.**     Apprenticeship Entry. All apprentices shall enter the program through 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 8.06.**     Apprentice Job Assignments and Transfers. 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 8.07.**     Termination from Apprenticeship Program. 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 8.08.**     Ratio. 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 8.09.**     Term of Indenture. 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 8.10.**     OJT Requirement. 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 8.11.**     Supervision. 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 with the Installer/Technician, Technician or Supervisor is required to leave or is absent from the job.

**Section 8.12.**     Benefits. The employer shall contribute to the local Health & 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 8.13.**     Completion Apprenticeship Program. 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 8.14.**     Employer Contribution. 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: \$1.00 per hour for each hour worked. 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.

## **ARTICLE IX**

### **National Labor Management Cooperation Committee**

**Section 9.01.**     NLMCC Funding and Purpose. (Applies only to NECA members.) 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 purpose 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 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 program 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.**     Function. 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.**     Contribution. Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Oregon-Columbia Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**Section 9.04.**     Collection. 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 a 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 9.05.**     Barnes Allison Labor-Management Cooperation Committee (BALMCC). 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.

(a) 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.

(b) Each employer shall contribute \$.20 per hour worked by the employees who perform work covered by this agreement. 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.

(c) 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.

IN WITNESS WHEREOF, the parties have executed this agreement on this 31st day of May 2024.

Signed for:

Delaney Telecom, Inc. d/b/a Black  
Box Network Services

*Natalie O. Linder*

Natalie O. Linder  
President

Signed for:

Local Union 48  
International Brotherhood  
of Electrical Workers

*Garth Bachman*

Garth Bachman  
Business Manager

OPEIU#111/AFL-CIO



**Sound and Communication Agreement**  
**ACS Dataline of the Northwest, Inc. d/b/a Black Box Network Services and IBEW Local 48**

**January 1, 2024 - December 31, 2026**

**Wages, Deductions and Fringe Benefits**

The wages, deductions and fringe benefits as negotiated and agreed to by and between NECA and the Union shall apply to this Agreement.

Signed for:

Delaney Telecommunications, Inc.  
d/b/a Black Box Network Services

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Natalie Linder  
President

Signed for:

Local Union 48  
International Brotherhood  
of Electrical Workers

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Garth Bachman  
Business Manager

## Memorandum of Understanding #1

### Between ACS Dataline of the Northwest, Inc. d/b/a Black Box Network Services & IBEW Local 48

In this MOU, Delaney and the Union agree that Office MAC Team may, at the employer's sole discretion, consist entirely of non-bargaining employees.

The non-bargaining Office MAC employees shall not perform work in Data Centers, Laboratories and/or PBX Center. Work in these areas will be done by bargaining employees.

The non-bargaining employee will be permitted to perform Office MAC work in the BCR's and SCR's which consists of performing cross connections in the patch panel, moving and programming phones and computers, and will not be permitted to use any tools.

In the case of a work slowdown, any reduction of force will be based upon the type of work performed.

**NOTE: The MAC Tech office work of moving phones, computers and programming phones via computer may be performed by a non-bargaining unit (MAC Tech) employees without a Bargaining Unit supervisor.**

No contributions to any of the trust funds referred to in Schedule 3A of the Sound and Communication Agreement between the Employer and IBEW Local 48 shall be due for any work performed in accordance with this MOU by a non-bargaining unit employee.

IN WITNESS WHEREOF, the parties have executed this agreement on this \_\_\_\_ day of January 2024.

Signed for:

Delaney Telecommunications, Inc.  
d/b/a Black Box Network Services

\_\_\_\_\_  
Natalie Linder  
President

Signed for:

Local Union 48  
International Brotherhood  
of Electrical Workers

\_\_\_\_\_  
Garth Bachman  
Business Manager

**Memorandum of Understanding #2**  
**Effective January 1, 2015**

Delaney and the Union agree to this Memorandum of Understanding (MOU) in regard to Journeyman or Installer Call by Name, this (MOU) shall continue in effect as an evergreen agreement and may be subject to change by the parties at the appropriate time of negotiations if requested.

The purpose of this Memorandum of Understanding is to confirm the rights of management to maintain the Journeyman or Installer technician call by name language under Section 4 - Referral Procedure. This language shall continue as follows:

"Nothing in this agreement shall disallow the employer from calling by name or a specialty call from the out of work list one out of every three journeymen technician or installers hired through the referral procedure provided the journeyman or installer called by name or specialty call has not terminated from their previous employer within the past two weeks nor quit within the past four weeks. The parties agreed this language does allow for an employee to be recalled by the same employer without the waiting period."

hi addition, this language will continue to be covered as in past years under the Local Union 48 Hiring Hall Rules.

Dated this \_\_\_\_\_ day of January 2024.

Signed for:

ACS Dataline of the Northwest, Inc.,  
d/b/a Black Box Network Services

\_\_\_\_\_  
J. Scott Kubenka  
Director of Operations

Delaney Telecommunications, Inc.  
d/b/a Black Box Network Services

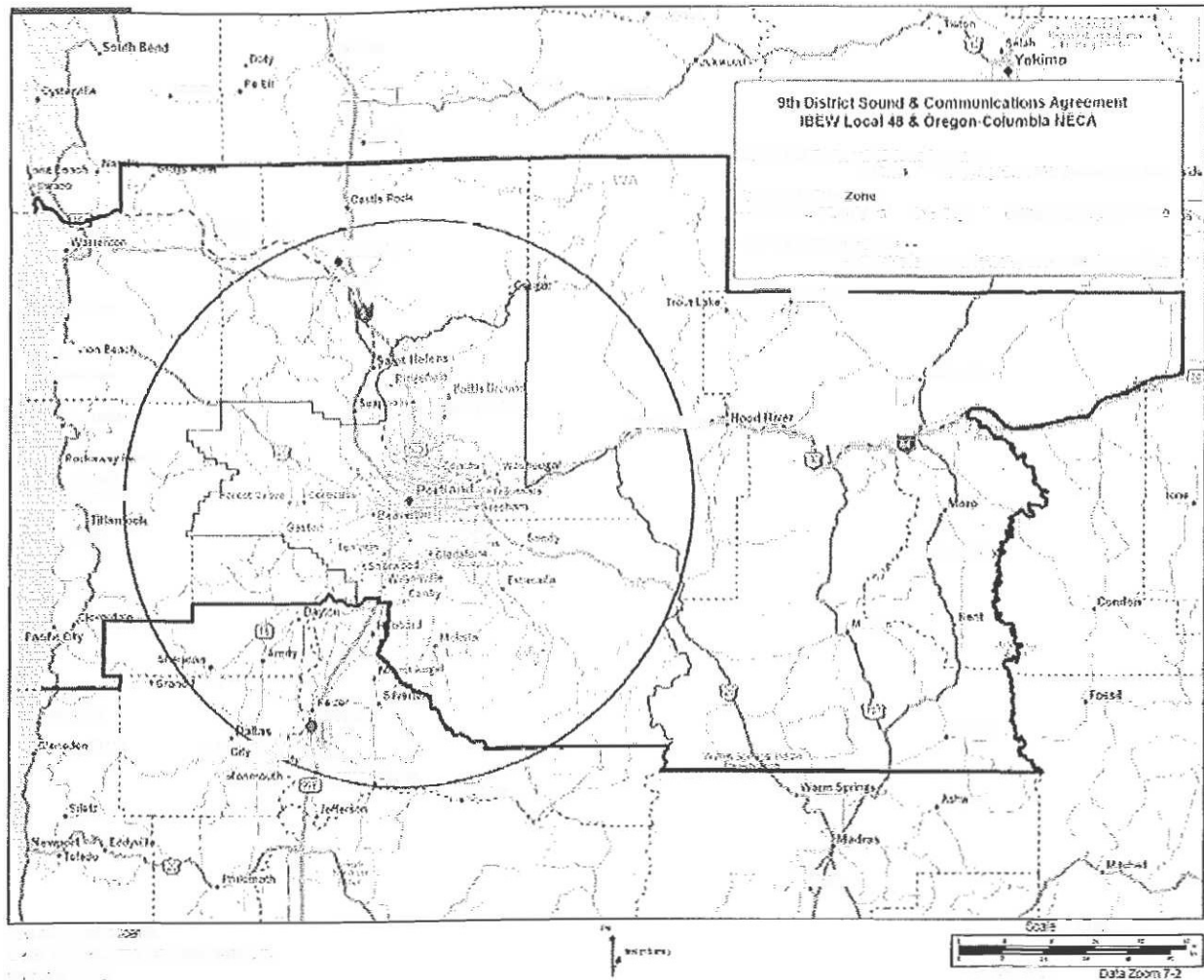
\_\_\_\_\_  
Natalie Linder  
Area Operations Manager

Signed for:

Local Union 48  
International Brotherhood  
of Electrical Workers

\_\_\_\_\_  
Garth Bachman  
Business Manager

## ATTACHMENT #1



### 9<sup>th</sup> DISTRICT SOUND & COMMUNICATION AGREEMENT

#### IBEW Local 48 & Oregon-Columbia NECA

**DARK BOLD:** local 48 Jurisdiction—check in with appropriate local if outside this area

**YELLOW:** Free zone—Outside is \$3/hr unless traveling both directions on Employer's time

**50 MILE RADIUS CIRCLE:** Outside is on overnight stay at Employee's discretion