

HIRING HALL RULES
FOR
Local Union No. 48

REVISED EFFECTIVE – July 1, 2019

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Hiring Hall Rules For IBEW Local 48

I. INTRODUCTION

As used hereinafter in these Hiring Hall Rules, the term "Union" shall mean Local Union No. 48, IBEW and the term "Employer" shall mean an individual firm who has been recognized by a Letter of Assent with the Union.

Some of the Collective Bargaining Agreements that the Union is party to provide for an exclusive Hiring Hall – that means that the only way an Employer can obtain employees is by referral from the Union.

The purpose of these Rules is to provide an orderly procedure for the referral of applicants under all Agreements, exclusive or nonexclusive.

No applicant may be discriminated against by either the Union in the referral process or the Employer in the hiring process for any reason contrary to the law, the contract or these Rules.

In addition, no applicant may be forced upon any Employer. An Employer may reject any applicant for employment.

The Hiring Hall is not an employment referral agency under the ADA and does not make fitness for duty determinations. The Union will refer any registrant without regard to physical fitness.

II. DEFINITIONS

A. **Normal Construction Labor Market** is defined to mean the following geographical area:

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

B. **Resident** means, for purposes of initially qualifying for Book I, a person who has continually maintained his or her permanent home in the above described geographical area for a period of not less than 12 consecutive months and who, during that period has demonstrated his or her intent to maintain his or her permanent home in this area. For purposes of these Hiring Hall Rules, "resident," also means the applicant's residence is the center for financial, social, educational and family activities. Proof of residency can be verified by, but not limited to, the following: property tax receipts, voter registration card, school registration of children, rent receipts, state driver's license, vehicle license, etc. The residency criteria may also be met by working in the jurisdiction of the Union performing work that would be covered by an IBEW Local 48 Agreement for at least 8,000 hours during the past five years.

II. Definitions – Contd.

(General)

- C. **One in Four Years** means that when the registrant requests to be placed on the Out-of-Work List, for the first time, the registrant can demonstrate that he or she has worked not less than one year during the prior four years. **One Year** is defined as 1,500 hours.
- D. **Experience in the Trade** and **Employed in the Trade** means hours worked at what would constitute as bargaining unit work (i.e. work within the jurisdiction of the IBEW) for any Agreement administered by the Union.
- E. **Applicant for Employment** means the individual is available for employment and not currently employed by an Employer signatory with the Union in any capacity. It also means that the individual, other than those on Book I, is not working in any other Local's jurisdiction under the terms of an IBEW Agreement.

III. GENERAL RULES

A. Operation of the Hiring Hall

1. Location – The IBEW Local 48 Hiring Hall is located at the principal offices of IBEW Local 48: 15937 NE Airport Way, Portland, Oregon 97230.
2. Hours of Operation – The Dispatch office is open from 8:30 a.m. until 5:00 p.m. Monday through Friday. Dispatch is closed for lunch from 12:00 p.m. until 1:00 p.m.
3. Hours of Dispatch – Registrants and individuals returning from a job may sign in from 8:30 a.m. until 9:00 a.m. Jobs will be dispatched beginning at 9:00 a.m. each business day.

Note: Registrants who successfully bid online should refer to Section II.B.4.a.3 of these rules. General business will take place after dispatch.

4. Closure and Inclement Weather – Dispatch will be closed on authorized holidays and due to severe weather or emergency. During periods of inclement weather, a decision will be made by 7:30 a.m. whether to close or delay dispatch; that decision will be posted online and put on the hotline.

As a general rule, if Reynolds School District opens two hours late due to inclement weather, dispatch will proceed on schedule. If Reynolds School District is closed due to inclement weather, but dispatch is open, on-line bidding will cease at normal time. In-person registration will continue until 10:00 a.m. Dispatch will begin at 10:00 a.m.

If dispatch is closed for the day, jobs and on-line bids will not carry over to the next dispatch day. Dispatch may otherwise be closed at the discretion of the Business Manager. When in doubt, look at the website (www.ibew48.com).

5. Unruly Behavior – Only one person will be allowed at the dispatch window at a time. Loud or unruly individuals will be asked to cease being loud and/or unruly. If they fail to comply, they will be asked to leave and, if they fail to do so, will be subject to arrest and prosecution for trespass. The Dispatcher may choose to close dispatch if unruly behavior does not stop.

III. A. Operation of Hiring Hall Rules - Contd.

(General)

6. Bulletin Boards/Posting of Notices – No posters or notices may be posted in the Hiring Hall or on the Union building without the express permission of the Business Manager. As an exception to this, the Union will maintain a bulletin board for use by members. This does not include commercial sales material. The Union has the authority to disapprove and/or remove material.
7. Posting – A copy of these Hiring Hall Rules will be posted on the bulletin board in the offices of the Union and in the offices of the Employers who are parties to an Agreement with the Union.
8. Solicitation – The Hiring Hall and the premises surrounding the Hiring Hall are private property and may not be used for any other purpose (such as solicitation) without the express permission of the Business Manager.
9. Obligations of Registrant – Every registrant is obligated to be familiar with the rules that apply to him or her. All rule changes are posted in the Hiring Hall and announced on the website (www.ibew48.com). Registrants are expected to keep informed about the rule changes.

B. Dispatch of Jobs

1. Placing Job Orders – An Employer may submit an Employer Job Order by utilizing the internet or faxing in a form. A link to the Local 48 Online Dispatch system and a download option for the form are both located at the website: www.ibew48.com

A separate job order must be submitted for:

- a) Each classification of a worker.
- b) Each job site.

The Employer Job Order must be filled out completely. If the Job Order is submitted by fax, it must be received by 1:00 p.m. of the business day preceding the day the order is to be filled. If the Job Order is submitted online, it must be received by 3:00 p.m. If a Job Order is not filled out completely, it may be rejected by the Dispatcher. A job on an Employer Job Order will be posted for two business days only under the Industrial/Commercial and Sound & Communications Agreements. Jobs under other Agreements may be posted longer at the request of the Employer. When the Employer requests this, however, the Employer specifically agrees to waive the right to hire applicants off the street.

Requests for required skills, required certifications, women/minorities/over 50, and/or for first resource hiring (local residence) must be able to be backed up by a Contract or similar Agreement which the Employer shall provide the Union upon request. The Employer must also complete a Job Order Certification Form.

If the Employer wants to request a special skill or certification that is not listed on the form as a pre-approved special skill (i.e. rigging or crane operators), the Employer shall explain to the Business Manager or appointed designee what the skill is. It shall be the responsibility of the Business Manager or appointed designee to then determine whether to include the special skill in the call.

III. B. Dispatch of Jobs – Cont.

(General)

2. Learning What Jobs Are Available – All available jobs will be announced on the hotline. In addition, as a courtesy to members, available jobs will be posted on the on-line dispatch website.

Job Hotline: 503-251-9134 (Oregon)
360-892-0171 Ext. 301 (Washington)

Online: www.ibew48.com

Available jobs will be announced and posted on the website beginning no later than 6:00 p.m.

Note: If the telephone hotline is working, dispatch will take place regardless of whether the computer system is working. If the telephone hotline is not working, dispatch will not take place.

Note: Online dispatch is limited. Initially, information about what jobs are available will apply to the: Commercial/Industrial; Sound & Communications (including Installer), Residential and Material Handler/Inside Construction Support Agreements. The ability to bid on jobs is, until further notice, limited to the Commercial/Industrial and Sound & Communications (including Installer) Agreements.

Note: You will be able to bid on jobs once they are posted online.
(Commercial/Industrial and Sound & Communications Agreements only)

Please remember to protect your password. You are responsible for all actions during the time you are logged in. The Union reserves the right to deny access to online dispatch to any person.

3. Signing the Book

- a. Sign In

- 1) Initial Registration – Individuals who have not previously registered on the Out-of-Work List will need to provide information to the Dispatcher. The Dispatcher may ask for and consider available documentation to determine what Book the applicant is eligible to register on. The Dispatcher will allow the individual to register on the highest priority Book for which he or she is entitled.

Individuals requesting to be on Book I are subject to the following general rules:

- Anyone who was approved for Book I on or after March 1, 2009, may sign the Book under the Once Book I, Always Book I Rule (and not Book I in any other Local).
- Individuals who have approved Book I applications subsequent to December 9, 2007, and prior to March 1, 2009, need only have their hours and residency verified in the Union database.
- Individuals who have substantial documentation in the Union's database that demonstrates they meet Book I eligibility criteria may be approved for Book I by the Dispatcher subject to later verification.
- All other individuals seeking to sign Book I shall complete and submit a Book I application with appropriate documentation.

III. B. Dispatch of Jobs – Contd.

(General)

Note: No Individual will qualify for Book I in Local 48 if he or she is registered on Book I in another Local.

Until the request for Book I is approved, the individual will be allowed to register on a lower priority Book.

Any applicant who previously qualified to be on a Book under earlier rules, or who worked for a signatory contractor when earlier rules were in effect, will be eligible to sign, or re-sign, under those earlier rules. See Section III.B.d.8.

If the application for Book I status is approved, the Business Manager or designee will notify the registrant of this fact and the need for the registrant to come in and sign Book I. If the application is denied, the Business Manager will inform the registrant of the reason why.

- 2) Apprentices – Apprentices who are unemployed on the date of their graduation will be placed on the Out-of-Work List in the place representing the date they became unemployed. (All Agreements)

b. Special Rules

- 1) Working Out of Class

General Rule – Except for “combination calls”, (i.e. a combination Inside and Residential call dispatched off the Commercial/Industrial Book) registrants who are dispatched are limited in the work they can perform to the work covered by the Agreement they were dispatched under. Thus:

- a) Inside Wireman – An individual dispatched under the Commercial/Industrial Agreement may perform work under any Agreement so long as he or she is paid at the Commercial/Industrial Agreement rate, with the exception of the combination dispatch described below.
 - b) Inside/Residential Combination Call – An individual dispatched pursuant to a request that specifically states it is for work under both the Commercial/Industrial Agreement and Residential Agreement must be dispatched off the Out-of-Work List for the Commercial/Industrial Agreement. Once dispatched, the worker may be worked and paid for being either under the Commercial/Industrial Agreement or under the Residential Agreement, depending on the work being performed.
 - c) Residential Wireman – Individuals dispatched off the Out-of-Work List for the Residential Agreement may not perform work under the Commercial/Industrial Agreement. On residential projects they may perform work within the scope of the Sound & Communications Agreement.
- 2) Registering on More than One Book – No one may register on more than one Out-of-Work List (**except** for the Instrumentation Book).

III. B. Dispatch of Jobs – Contd.

(General)

- 3) Being Registered on the One Out-Of-Work List and Taking a Call off Another List (the “Unfilled Call Rule”) – An individual registered on one Out-of-Work List may not be dispatched to work under a different Agreement without having his or her name removed from the Out-of-Work List except as provided herein.

Any registrant on any book may take an unfilled call off of another book provided he or she qualifies to take the call. Any registrant who has previously worked under the Commercial/Industrial Agreement may not take a CE call.

- 4) Taking Your Name Off of One Book and Registering on Another – Any registrant on any Out-of-Work List is entitled to request that the Dispatcher remove his or her name from the List. (**Note:** Once such a request is made and the name is removed, a registrant may not change his or her mind and ask to be put back on.)

When a registrant is taken off one Out-of-Work List, he or she is eligible to register on any other Book in accordance with the general rules for initial sign-in.

- 5) Transfer of Employees Between Employers – For individuals who are dispatched off of an Out-of-Work List where the Union operates an exclusive Hiring Hall (i.e. Commercial/Industrial, Sound & Communications), the **only** way an employer can obtain an employee to perform bargaining unit work is either by a referral from the Union or otherwise pursuant to the applicable Collective Bargaining Agreement.

This means it is a violation of the applicable Collective Bargaining Agreement and these Rules for an Employer to obtain employees “transferred” from another company. It also is a violation of the applicable Collective Bargaining Agreement for an Employer to hire an individual to perform non-bargaining unit work and then transfer that individual into a bargaining unit position. In addition, under the Material Handler Agreement, an Employer will not loan or cause to be loaned any Material Handler without first securing permission of the Business Manager.

Note: There is an exception when a signatory company purchases another company. If an Employer signatory with the Union purchases another company (stock or asset), then the employees of that company may become employed by the signatory company without having to come into the Hiring Hall to obtain a dispatch. The signatory company is obligated to notify the Union’s Membership Services of the names of all employees affected. (If the company purchased is not signatory with the Union then the employees who are retained must come in to meet with Membership Services to complete paperwork.)

- 6) Hiring for Unfilled Calls – If the Union is unable to refer and applicant under the Commercial/Industrial or Sound & Communications Agreements for two dispatch days, the Employer may either renew the Job Order with the Dispatcher or secure an applicant for that same call by utilizing the following procedure: the Employer may secure an applicant and refer him or her to the Union and submit the same job order with the applicant’s name specified. The

III. B. Dispatch of Jobs – Contd.

(General)

Dispatcher will treat this as a call by name. (Commercial/Industrial; Sound & Communications)

c. Area Designation – **Effective September 1, 2010, the Area Designation Rule is suspended. Any registrant may take a call in any zone.**

d. Eligibility For Dispatch

- 1) Licensing – Except for unlicensed classifications/Estimators/Project Managers and Tool Support, workers will be dispatched only if they have an active license for the work and area they are dispatched to.
- 2) Compliance With The Drug Policy – To receive a dispatch, registrants must be in compliance with the Electrical Industry Drug-Free Workplace Program. If the Employer Referral Order specifically requires a new drug card and the registrant does not have one, or if the registrant otherwise does not have a current drug card, the Dispatcher will provide information on where to test and the registrant must test **prior to** reporting for work (and must then provide a receipt of the test to the employer).
- 3) Employment in Another Jurisdiction – No individual shall be eligible to be registered on any Local 48 Out-of-Work List (other than those eligible to be registered on any Book I Out-of-Work List) if they are employed pursuant to the terms of an IBEW Agreement in any other jurisdiction.

If a registrant violates this rule, the Union will immediately prevent the individual from using online dispatch. If evidence of the violation is verified, the individual will be removed from the Book and will have to sign the bottom of the Book in person.

- 4) Women/Minorities – When an Employer is required by contract to have a minimum number of women and/or minorities working on a particular job, the Business Manager will include this requirement in the Job Referral description and will refer the first registrant on the register satisfying the criteria provided. However, if the referral request cannot be filled out of the highest priority Book then the referral will be offered to lower priority Books. To fulfill this responsibility, the Business Manager has no duty to call registrants who are not in the Hall on the day of dispatch. (All Agreements)
- 5) Business Reps/Training Center Staff – The Business Manager and qualifying hall staff, upon separation from employment from the Union, shall be entitled to register in the highest priority group for which they qualified at the time they came on staff. This same exception also applies for the Training Director and staff employed at the Training Center. (All Agreements)
- 6) First Source Hiring – Employers who are obligated by contract to comply with first source hiring (i.e. local residents) requirements may request referrals to comply with that contract. The Business Manager shall refer the

III. B. Dispatch of Jobs – Contd.

(General)

first registrant on the register satisfying the first source hiring requirement in the contract provided, however, that all names in the highest priority group shall first be exhausted before this condition can be imposed. To utilize this provision, the Employer must have a signed contract with this requirement and utilize the referred applicant on the job. (All Agreements)

- 7) Owners – Individuals do not need a dispatch to perform bargaining unit work for a shop where they are the bona fide owner.
 - 8) Application of Historical Eligibility Rules – Once a registrant qualifies for a Book he or she will continue to be eligible under those rules (or current rules). For example, a registrant may have qualified at a time when education included graduation from the IECO JATC or residency in an adjacent county. That individual may qualify for registration using those criteria today.
- e. *Bona Fide Skills & Certifications* – When the Employer states *bona fide* requirements for special skills and/or certifications in its request for registrants, the Dispatcher shall refer the first registrants on the Out-of-Work List possessing such skills and/or certifications. Note: when an Employer states *bona fide* requirements for special skills and/or certifications, the registrant shall, on request, demonstrate that he or she does, in fact, have such skill or certification.

Only special skills and/or certifications obtainable through classes currently taught at the NECA-IBEW Training Center shall be allowed to be required. The only exceptions are a TWIC card and/or CDL License.

If the Employer designates “service truck” as a *bona fide* skill, then the Employer must both have a service truck and a place for the dispatched person to work on the truck.

When an Employer requests an individual with a special skill or certification, the Employer shall certify that the skill or certification being request will, in fact, be utilized by the individual hired.

- f. The 90-Day Rule – Registrants will retain their position on the Out-of-Work List until they have been out 90 cumulative calendar days for one or more Employers signatory with the Union. (Note: this will include Employers not signatory with the Union but who use the Union’s Hiring Hall, for example, under a National Agreement.) Days are counted beginning on the date the registrant is to report to work and ends on the day he or she signs-in at the Hiring Hall (or his or her termination slip is faxed or e-mailed to the Hall by the Employer by 5:00 p.m.); both the first day and the last day count. However, if the registrant signs in from a job in person, or does so by fax or e-mail, prior to dispatch on the next working day, then the last day counted will be the previous work day.

If a registrant is dispatched but not hired, then no days will be counted under the 90-Day rule so long as he or she properly notify the dispatcher by 5:00 p.m. (otherwise days will count).

III. B. Dispatch of Jobs – Contd.

(General)

Procedure: Registrants who take a dispatch for a call shall, upon signing in from the job, be restored to their prior place on the Out-of-Work List if they have 90 cumulative calendar days or less. If a registrant quits or is discharged for cause he or she will need to sign the bottom of the Book and will not receive the benefit of the 90-Day rule.

The 90-Day Rule applies to all Agreements except for those between the Union and the subsidiaries of Vigor Industrial, LLC (such as Cascade General and Vigor Marine) when the call is taken by a registrant off of any other book other than the Marine Book. If the registrant comes off the Marine Book, the 90-Day Rules applies.

The 90-Day Rule **does** apply if the registrant goes to work for an Employer signatory with the Union but where there is no Out-of-Work List (i.e. the City of Portland, Housing Authority of Portland KGW, KQAC, Mondelez, Multnomah County, Port of Portland, Port of Vancouver, Portland Public Schools, EC Power Systems, Siemens, United Grain, Oregon AFL-CIO or Schnitzer Steel).

A registrant who takes an unfilled call off a different Book will not be subject to the 90 Day Rule for the first 90 days. Thereafter the individual will be subject to the 90 Day Rule.

(If a registrant on the Commercial/Industrial Book qualifies and takes an unfilled CE call then the 90 Day Rule applies from day 1.)

In addition, said individual will not be disadvantaged for having taken that unfilled call off a different Book. They will not lose their place on the Book if they quit or are discharged for cause. Their two weeks or four weeks waiting period for a Journeyman Recall will not start over because they took an unfilled call.

Quitting a job or being discharged from an unfilled call off a different Book will not result in sanctions under the discharged for cause rule (i.e. the registrant will still be able to sign in at their former spot on the Out-of-Work List).

- g. The Three Strike Rule (Commercial/Industrial and Sound & Communications only) – **On August 28, 2009, NECA and the Union agreed to place a moratorium on the Three Strike Rule until further notice. (When the Three Strike Rule is put back into effect, there will first be a Notice posted on the Dispatch website for at least 15 days.)**
- 4. Dispatch
 - a. Order of Dispatch – the Dispatcher will offer dispatches as follows:
 - 1) By Agreement – The Dispatcher will dispatch by Agreement. The order of Agreement will be at the discretion of the Dispatcher.
 - 2) By Group/Book – Within each Agreement the Dispatcher will dispatch beginning with the highest priority group.
 - 3) Within Group/Book – Individuals will be dispatched in the following order:
 - a) Those on the Out-of-Work List who do not show a dispatch to an Employer.

III. B. Dispatch of Jobs – Contd.

(General)

- b) Those on the Out-of-Work List after returning from an Employer (i.e. those who show an Employer).

b. Getting the Job

1) What Job Can a Registrant Take?

a) Inside Wireman

- i. A job off any Book;
- ii. CE Books (if they meet eligibility criteria).

b) Sound & Communications

- i. LEA may take Installer call;
- ii. LEA or Installer may take Material Handler/Support Tech call;
- iii. LEA or Installer may take a Marine call.

c) CE

- i. CE Books
- ii. Inside
- iii. Sound & Communications;
- iv. Residential;
- v. Marine;
- vi. Material Handler/Support Tech.

2) In Person – Take your dispatch and report to the Employer at the time and location on the dispatch slip.

3) Online – Anyone registered on the Commercial/Industrial, CE, or Sound & Communications Out-of-Work Lists that is not currently employed and is eligible to take a call, is eligible to bid online. If you were not already on the Out-of-Work List, then you must sign the Book (within 14 days) before you are eligible to bid online.

When you bid online for a job you will get an e-mail confirmation of that bid. You may withdraw or change that online bid any time up until the time dispatch begins. Changes to an online bid must be made online.

Upon receiving an e-mail notification that you received a job, you must report to the Hall to pick up your dispatch no later than 2:00 p.m., unless you have notified the Dispatcher (see next paragraph). (Remember to bring with you your licenses(s) and proof of any *bona fide* skills listed in the dispatch.) The Employer will designate on the dispatch that you are to report either at 3:00 p.m. on the day of dispatch or the next morning. For this reason, do not wait until 2:00 p.m. to pick up your dispatch.

If you do not pick up your dispatch before 2:00 p.m., but have notified the Dispatcher, then the Dispatcher or Business Manager may elect to extend the 2:00 p.m. deadline by two (2) hours. If the dispatch specifies that you are to report at a designated time the same day as you received the dispatch and you arrive to pick up your dispatch after that time, you will still receive the dispatch. However, the Employer retains the right to reject you, which includes the right to reject you for being late.

III. B. Dispatch of Jobs – Contd.

(General)

If you arrive between 2:00 p.m. and 4:00 p.m. on the day the dispatch was awarded to you, but did not notify the Dispatcher that you would be arriving late, the following will occur:

First Violation: You will not receive the call and will receive a warning;

Second Violation (within one year of first violation): You will not receive the dispatch and will receive a second warning; you will also be unable to bid online for (1) month;

Third Violation (within one year of first violation): You will not receive the dispatch and will receive a third warning; you will also be unable to bid online for twelve (12) months.

If you do not pick up your dispatch before 4:00 p.m. on the day the dispatch was awarded to you, even if you notified the Dispatcher that you would be arriving late, the following will occur:

First Violation: You will not receive the call and will receive a warning;

Second Violation (within one year of first violation): You will not receive the dispatch and will receive a second warning; you will also be unable to bid online for (1) month;

Third Violation (within one year of first violation): You will not receive the dispatch and will receive a third warning; you will also be unable to bid online for twelve (12) months.

If for any reason online dispatch is not working, appear in person at the Hall.

If an applicant for employment bids for a job on-line and then, at dispatch, is unable to produce the required certification or state electrical license(s), then in addition to being denied the call, the sanction to be imposed is:

First Time: Written Warning

Second Time (within one year of written warning): One-month revocation of privilege to bid on-line.

Third Time (within one year of written warning): One-year revocation of privilege to bid on-line.

- c. Dispatched but Not Ready to Go to Work – When you take a dispatch, you are expected to be ready to go to work (i.e. clothing and tools). If you take a call during regular dispatch and get rejected or turned around for the reason that you were unprepared to begin working, this will be treated as if you turned yourself around (and you will have to sign at the bottom of the Book).

III. B. Dispatch of Jobs – Contd.

(General)

- d. Dispatched but No Show – If you pick up a dispatch, other than an unfilled call, and then fail or refuse to report for work (i.e. you turn yourself around) this will be treated as a quit. (This means that you will lose your position on the Book and you will need to sign in new at the bottom of the Book.)
- e. Dispatched but Not Hired – If you are dispatched but not hired you must:
 - 1) Have the Employer sign the dispatch slip or send of e-mail or fax to the Dispatcher stating that you were not hired.
 - 2) Notify the Dispatcher of this fact on the day you were rejected, no later than 3:00 p.m. This notice may be in person, by fax (503.251.9920), by telephone (503.251.8689), or by e-mail (dispatch@ibew48.com). If notice is other than in person, then you have the responsibility to give the Dispatcher the dispatch slip signed by the Employer the next time you are in dispatch. If you notify the Dispatcher that you were rejected on the day you were rejected, you will be eligible for dispatch the next day in the regular rotation. If you do not notify the Dispatcher of your rejection on the day you were rejected, you will be treated as returning from a job.

5. Termination

- a. Upon separation from employment the Employer shall give the employee a termination slip and indicate whether the separation is a layoff, a voluntary quit, or if the employee was terminated for just cause.
- b. It is the employee's responsibility to turn in his or her termination slip to the Dispatcher. Termination slips may be faxed (503.251.9920) or e-mailed (dispatch@ibew48.com) by the Employer or employee. If the termination slip is unavailable, the Dispatcher may verify the termination with the Employer.
- c. If the termination slip is received by 5:00 p.m., the Dispatcher will sign in the registrant and close out the job. Termination slips received after 5:00 p.m. will be processed the next day.
 - 1) When an employee's termination slip is faxed, e-mailed or presented in person and he or she has less than 90 cumulative days of dispatch then the registrant will be reinstated to his or her former place on the Out-of-Work List and be eligible for dispatch. (Note: This paragraph does not apply when the employee quits or is terminated for cause.)
 - 2) If the registrant was not on the Out-of-Work List, he or she will not be eligible to use online dispatch until he or she comes in and signs the Book. If the registrant was not on the Out-of-Work List, then he or she must come in and sign the Book within 14 days. If he or she does not do so, he or she will be removed from the Book.
 - 3) Nothing herein changes the ability of a registrant to hand deliver the termination slip and sign in. If the registrant was not on the Out-of-Work List at the time of termination, he or she will not be eligible to use online dispatch until he or she comes in and signs the Book.

III. B. Dispatch of Jobs – Contd.

(General)

- 4) Termination slips are not valid unless and until the individual has been terminated. (If the Union finds out that a termination slip was submitted on behalf of an individual that was not terminated, the registration of that individual will be rescinded.)
- 5) The Union is not responsible for any technological issues beyond our control (i.e. delays in transmittal of e-mail or fax or not receiving e-mails or faxes).
- d. If an Employer submits multiple termination forms or one document showing multiple terminations, the Dispatcher will determine the order of individuals (not on the Out-of-Work List) by lottery. (The lottery may be observed by registrants. The Dispatcher may use a registrant to assist in the lottery.)

If an Employer submits an amended termination slip, the Union will honor it; if the employee disagrees with the change(s) made by the Employer, he or she can grieve it if it affects the employee's status or rights relative to the Hiring Hall.

6. Discharge for Cause (Applies to Commercial/Industrial, Sound & Communications and Material Handler Agreements only)
 - a. First Discharge in a Twelve-Month Period – The registrant shall register on the bottom of the Book. The registrant may request to file a grievance. If a registrant is discharged for cause and the reason constitutes a serious violation of the Code of Excellence, the registrant may be banned from being dispatched for up to 90 days. This is in addition to any other sanction that may apply (i.e. under the Constitution or Bylaws).
 - b. Second Discharge in a Twelve-Month Period – The registrant shall be referred to, the neutral member of the Appeals Committee for a determination of the individuals continued eligibility for referral. The registrant may request to file a grievance pursuant to the Collective Bargaining Agreement. The registrant may also register on the bottom of the Book, but will not be eligible for dispatch until cleared by the neutral member of the Appeals Committee.

“For cause” generally means that the employee received due process and progressive discipline. If a registrant believes he or she has not been terminated “for cause,” he or she may request to file a grievance under the Collective Bargaining Agreement.

A registrant who receives his or her first discharge for cause shall be advised by the Dispatcher in writing of the potential consequences if there is a second.

In the event of a referral to the neutral member of the Appeals Committee for two discharges in a twelve-month period, the registrant is entitled to due process (i.e. the worker has the right to appear and present witnesses, evidence and have an Employer representative present to cross examine). The registrant will be allowed to have an active IBEW member in good standing or an attorney at law represent him or her. The neutral member may:

- Allow for reinstatement to prior position on the Out-of-Work List as appropriate.
- Suggest or require training.
- Suggest or require EAP.

III. B. Dispatch of Jobs – Contd.

(General)

- Determine that the registrant is ineligible for dispatch for a specified period of time.
- Do nothing.
- Such other action as is reasonable and appropriate.

The registrant is ineligible to take a call until the neutral member has rendered a decision. The decision of the neutral member of the Appeals Committee is final and binding.

Any registrant who is discharged for cause twice in twelve-month period and refuses to cooperate with the neutral member of the Appeals Committee shall be ineligible to take a dispatch.

7. Eligibility Criteria – The criteria to sign the Out-of-Work List changes periodically. Please refer to Section III.B.3(a) for general rules.

8. Employer Rules

a. Right to Reject – The Employer has the right to reject any applicant for employment. (All Agreements)

If an applicant is rejected for employment, the job will be made available the next working day, if at all possible. (The Employer needs to resubmit a new Job Order.)
If an applicant is rejected, the Employer shall indicate that on the dispatch form.

b. Provide Documentation – If an Employer Job Order specifies a *bona fide* skill this Employer will, upon request, provide documentation to the Union that the *bona fide* skill is needed.

If there is any documentation needed or required under these rules, the Employer shall provide it along with the referral order.

c. Obligation to Pay – If an Employer requires an applicant who has been dispatched to complete any paperwork (Applicant Form, W-4, etc.) and/or attend an orientation, but does not immediately put the applicant to work the same day then the Employer will pay the employee for a minimum of two hours, or for the time spent completing the paperwork and/or orientation, whichever is greater. These hours will be paid at the straight time rate for all wages and fringe benefits when the paperwork and/or orientation occurs between the hours of 6:00am and 5:00pm, Monday through Friday, regardless of the work week to follow (5-8 or 4-10 work week). If the paperwork/orientation occurs outside of the above mentioned timeframe, then the employee will be paid for a minimum of two hours, or for the time actually spent on completing paperwork and/or orientation, whichever is greater, at a rate of one and one-half times the straight time hourly rate, for all wages and fringe benefits.

Any paperwork/orientation lasting more than eight (8) hours in one shift will be paid at the appropriate overtime rate for all applicable time in excess of eight (8) hours, and rest and meal breaks shall be observed in accordance with the appropriate state law or the Agreement, whichever is more beneficial to the employee. (Commercial/ Industrial, Residential and Sound & Communications Agreements)

III. B. Dispatch of Jobs – Contd.

(General)

- d. Termination for Cause – If the Employer terminates an employee “for cause,” the Employer shall indicate the reason(s) why and shall cooperate with the Appeals Committee.
- e. Subcontracting Workers Between Employers – The Employer shall not loan or cause to be loaned any members and/or workers covered by any applicable Agreement in their employ without first securing permission of the Union.
- f. Violations of Rules – If any Employer violates the Hiring Hall Rules in order to hire an individual out of order then the Union may file a grievance and/or file an appeal with the Appeals Committee in addition to all other remedies it may have.
- g. 48 Hour Rule – If an Employer cannot provide work for 48 continuous hours (i.e. two consecutive work days) (holidays and weekends excluded) the employee may request, and the Employer will provide, a termination slip indicating a reduction in force. (All Agreements)
- h. 28 Day Rule – Employers signatory to the Commercial/Industrial Agreement are required to lay off any employee(s) who have not worked 40 hours in the past 28 calendar days, including weekends and holidays, but not including military leave, *bona fide* vacation, medical or family leave. Note: “*bona fide* vacation” is defined as not filing for unemployment benefits.
- i. Notice to Union – Under certain Agreements the Employer is entitled to hire off the street (e.g. Residential). When the Employer does so, it is obligated to inform the Dispatcher via e-mail (dispatch@ibew48.com) of the name and Social Security Number of the individual ASAP and no later than the close of business on that day.

Note: This also applies if a signatory Employer acquires another company; the Employer must notify Local 48 Membership Services of all employees it is retaining.

Note: If the Employer has a call in the Hall that is unfilled and the Employer hires someone off the street, then the Employer shall notify the Dispatcher **immediately** that the call has been filled.

- j. Portability – When an Employer brings its own employee(s) to work in the Union’s jurisdiction, it shall immediately notify the Union of the name and Social Security Number of such employee(s).

9. Employee Rules

a. When you take a dispatch:

- Be ready to go to work.
- Have with you to show the Dispatcher your state driver’s license or identification, state electrical license, and proof of any special certifications that were called for in the job posting (i.e. OSHA 10).
- If you take an online dispatch, do not show up at 2:00 p.m.; show up earlier. Refer to Section III.B.4.3 for further information.
- Be ready to go to work at 3:00 p.m. if that is what the Employer wants.

III. B. Dispatch of Jobs – Contd.

(General)

- b. If you are a Material Handler, keep track of how many hours you have worked under the Material Handler Agreement.
- c. When you sign in from a job, bring your termination slip.
- d. If you are coming from another jurisdiction under the Portability Agreement, it is your responsibility to check in with Local 48 Membership Services.
- e. Employment in Another Jurisdiction – No registrant (other than registrants on any Book I) may be registered on any Local 48 Out-of-Work List if they are employed in another jurisdiction under the terms of an IBEW Agreement.

10. Re-Sign

- a. Rules – All registrants must re-sign in person at least once per year. (No more than 366 days may pass from one re-sign before the registrant must come in to re-sign again.) Re-sign in one-year date, meaning if you sign on May 1, 2019, you must re-sign on or before May 1, 2020.
- b. Exceptions
 - 1) Military Leave – Registrant engaged in active military service are excused from the re-sign rule.

C. Appeals Committee (All Agreements)

- 1. Any registrant or employee who believes he or she has not been treated fairly under these rules and who claim a violation of these rules may file an appeal with the Hiring Hall Appeals Committee. Any signatory Employer may also file an appeal over a violation affecting them. The Union may also file an appeal.

Note: You must continue to comply with all Hiring Hall Rules that apply while your appeal is pending. (This includes annual re-sign.)

- 2. The Appeals Committee is composed of one member appointed by the Union, one member appointed by the Oregon-Columbia Chapter, NECA, and one Public Member appointed by both these members.
- 3. It will be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment, Employer, or IBEW Local 48, arising out of the administration of the dispatch procedure. Any complaint about the administration of the dispatch procedure will be made in writing and submitted within ten days of the act or omission being complained about. Such complaint will be submitted to the Appeals Committee c/o Manager, Oregon-Columbia Chapter, NECA, 601 N.E. Everett, Portland, Oregon, 97232. An appeal may also be submitted via e-mail to ocneca@orecolneca.org. The Appeals Committee has the authority to take any lawful action necessary to effectuate compliance with these rules.

- D. Emergencies – In the event of a *bona fide* emergency, the Business Manager may deviate from these rules.

IV. THE COMMERCIAL/INDUSTRIAL AGREEMENT

A. Referral Procedure

The Union shall be the sole and exclusive source of referral of applicants for employment. The Union will maintain a list of applicants for employment established on the basis of the Groups listed below. Each registrant will be registered in the highest priority Group for which he or she qualifies.

JOURNEYMAN WIREMAN:

GROUP I – All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, who have been employed in the trade for a period of at least one year in the past four years in the geographical area covered by the Local 48 Collective Bargaining Agreement and have been certified as a Journeyman Wireman by an Inside Joint Apprenticeship and Training Committee or have passed a Journeyman Wireman's examination given by a duly constituted IBEW Inside Construction Local Union of the IBEW. An applicant qualifies for passing the IBEW examination if they:

- Hold a Journeyman's License in the state of Oregon or Washington for at least five (5) years and have worked a minimum of 5,000 hours as a Journeyman; or
- Hold a Journeyman's License in the state of Oregon or Washington and have worked under the Local 48 Inside Collective Bargaining Agreement for a total of 2,000 hours in a 24-month period and did not receive a "for cause" or "not-eligible-for-rehire" termination; or
- Hold a Journeyman's License in the state of Oregon or Washington and have operated as a Licensed Electrical Contractor in any state or territory in the 9th District for a minimum of two (2) years; or
- Hold a Journeyman's License in addition to a Supervisor License in the state of Oregon or an active Administrator/Master Electrician's License in the state of Washington.

Anyone who was on Book I on March 1, 2009 or who has qualified for Book I on or after that date will thereafter be able to sign Book I without having to prove hours or residency (the Once Book I, Always Book I Rule). The only way a registrant loses the ability to sign Book I is if he or she signs Book I in another Local.

If any individual properly qualified to get on a Book under criteria that have subsequently change, the individual can still qualify under those earlier criteria.

Any individual who previously qualified to be on Book I but who at any time between February 28, 2004, and March 1, 2009, was removed from Book I either due to lack of hours or because he or she traveled to seek work is eligible to sign Book I in Local 48 without having to either re-establish hours or 12 months of residency so long as the individual did not sign Book I in any other Local and is a resident within the jurisdiction of Local 48.

GROUP II – All applicants for employment who have four or more years' experience in the trade and have been certified as a Journeyman Wireman by any

IV. A. Referral Procedure – Contd.

(Commercial/Industrial)

Inside Joint Apprenticeship and Training Committee or have passed a Journeyman Wireman's examination given by a duly constituted IBEW Inside Construction Local Union of the IBEW (see GROUP I alternative qualifications for satisfying IBEW examination requirement).

GROUP III – All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area consisting of the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the Commercial/Industrial Collective Bargaining Agreement.

GROUP IV – All registrants who have worked at the trade for more than one year.

GROUP V – All other registrants available for dispatch under the Commercial/Industrial Agreement.

If the registration list is exhausted and the Union is unable to refer registrants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer will be free to secure applicants without using the Referral Procedure. Employer must notify the Dispatcher if Employer secures an applicant outside of the Referral Procedure.

B. Journeyman Recall By Name - The Employer will have the right to recall Journeymen by name, subject to the following conditions:

1. Only Journeymen on the Book I Out-of-Work List are eligible for recall.
2. Journeymen may be recalled at a ratio of 1:1 to requests for general referrals. The referral of a registrant who is a Foreman or General Foreman, but is not a Foreman Call by Name, will satisfy the requirement of a general referral.
3. If a referral employee is laid off by the Employer in less than (and including) 90 calendar days, then the Union shall provide the Employer with another referral. The member must be dispatched on or before the 90th day.
4. Journeymen may be recalled at any time up until and including the 90th calendar day from the date the employee last worked for that Employer.
5. If a Journeyman quits employment, he or she is not subject to recall by name by any Employer for four weeks from the date of quit (and the former employee is not an apprentice).
6. Journeymen may not be recalled by name within two weeks of layoff, unless it is from the Journeyman's most recent Employer.

Explanatory Notes:

- a. The Employer retains the right to reject any referral employee, but if there is a rejection, then the Union will refer the next available registrant.
- b. The obligation to keep a referral employee employed for 90 calendar days is dependent on the Journeyman called out remaining employed for 90 calendar days.

IV. B. Journeyman Call by Name – Contd. (Commercial/Industrial)

- c. When a Journeyman is called out by name, it does not mean that the Employer has to take a referral employee simultaneously; it means that if a referral employee is not taken simultaneously, then the next referral, whenever it may be, will be a referral employee.
 - d. Any individual being recalled shall be recalled at his or her original dispatch classification.
- C. Foreman Call by Name - The employer will have the right to call a Foreman by name, subject to the following conditions:
- 1. The Employee has not quit from his or her previous employer within the past three weeks.
 - 2. The Employer will notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman, provided the name appears on the Book I Out-of-Work List.
 - 3. When an employee is called as a Foreman, he or she must remain as a Foreman for one (1) year or must receive a reduction in force.
- D. Estimators/Project Managers – Employers may hire Estimators or Project Managers either off the street, by referral from the Union or by transferring into the office an employee that has already been dispatched. An Estimator/Project Manager may be dispatched or called by name off of any Book. Further, they do not need to have a license to sign the Book nor take a call. Individuals hired off the street are not eligible to receive fringe benefits under the Commercial/Industrial Collective Bargaining Agreement nor may they perform bargaining unit work. Employers may hire Estimators or Project Managers and keep them in the bargaining unit either by putting in a job referral order for a Journeyman with Estimator or Project Manager skills or re-classifying an employee who has already been dispatched. Such individuals are subject to the terms of the relevant Estimator Memorandum of Understanding. Individuals dispatched as Estimators **may not** work with the tools for the first 60 days.
- E. Tool Support – Employers may hire those in the Tool Support Classification by referral from the Union or off the street subject to the rule regarding hiring for unfilled calls. The scope of work for Tool Support is limited to the movement of manufacturers' tools and associated equipment at the Ronler Acres Intel jobsite. This classification cannot be dispatched to perform other work, including the movement of electrical equipment other than equipment which is associated with a manufacturer's tools, and cannot be dispatched to any other jobsite other than Ronler Acres. Those in the Tool Support classification do not need a license to sign the Book that is appropriate for their experience level, nor to take a call. The Tool Support classification is required to receive the same wages and benefits provided to a Journeyman Wireman working under the Commercial/Industrial Agreement at minimum.

IV. Contd.

(Commercial/Industrial)

- F. Age Ratio – When an Employer requires an applicant to be referred on the basis of age in order to satisfy the age ratio clause of the Commercial/Industrial Agreement, the Business Manager will refer the first registrant on the Out-of-Work List satisfying the applicable age requirement provided, however, if the referral request cannot be fill out of the highest priority Book, then the referral will be offered to the remaining registrants on the highest priority Book before being offered to the lower priority Books.

To fulfill this responsibility, the Business Manager has no duty to call registrants who are not in the Hall on the day of dispatch. (Commercial/Industrial Agreement only)

- G. Steward – The Business Manager may appoint off the Out-of-Work List a Steward to go to any job that is estimated to employ 25 workers or more.

V. THE CE MEMORANDUM OF UNDERSTANDING (“MOU”)

- A. Amendment to the Commercial/Industrial Agreement – IBEW Local 48 and NECA have agreed to an amendment to the Commercial/Industrial Agreement. This MOU allows for some minor modifications to wages and benefits for certain workers. It also allows for some interchange of workers between Locals. The details are in the MOU.

- B. Referral Procedure – The Union shall maintain a list of applicants for employment on the basis of the groups listed below:

Construction Electrician

Book I – All applicants for employment who meet the following criteria:

- Possess an Oregon and/or Washington commercial or residential electrical license;
- Are residents of the Union’s geographical jurisdiction under the Commercial/Industrial Agreement;
- Have not graduated from an Inside IBEW Apprenticeship program;
- Has not previously worked under any IBEW Inside Agreement as a Journeyman;
- Unfilled CE calls may be taken by any properly licensed electrician if, and only if, the electrician meets all of the eligibility criteria for either CE Book I or Book II and has not previously worked under an IBEW Commercial/Industrial Agreement.

Book II – Same criteria except does not meet the residency criterion.

Note: Taking an unfilled CE call does not constitute working under the Local 48 Commercial/Industrial Agreement for purposes of CE eligibility. If a registrant on the Commercial/Industrial Book takes an unfilled call, it shall not be considered working out of class (i.e. the 90 Day Rule does apply from Day 1).

Note: An individual who qualifies for the CE Book may also qualify for Commercial/Industrial Book III or IV. If that individual chooses to sign Book III or IV, and takes a call, then he will not be eligible to sign the CE Book and will not be able to sign Book I or II until such time as the individual passes a Journeyman Wireman exam given by an Inside Construction Local of the IBEW.

VI. RULES FOR THE RESIDENTIAL AGREEMENT

A. Work Covered – It is mutually agreed that the provisions of these Hiring Hall Rules shall apply to all projects involving construction, alteration, or repair of single family houses or apartment buildings of no more than four (4) stories in height. This includes all incidental items such as site work, parking areas, utilities, streets and sidewalks.

B. Referral Procedure

1. The Employer is free to hire employees from any source.
2. Upon hiring a new employee directly, the Employer shall send notice to the Dispatcher via e-mail to dispatch@ibew48.com of the name, classification and Social Security Number of the new employee. The employee shall report to the Dispatcher and Membership Services to complete paperwork within three working days.

Note: If the Employer has a call in the Hiring Hall that is unfilled and the Employer hires someone off the street, the Employer shall notify the Dispatcher **immediately** that the call has been filled.

3. A Master Residential may not take a regular residential call without permission of the Executive Board.
4. The Union shall also maintain a list of registrants for employment established on the basis of the groups listed below. Employers may use this register if they choose to do so.

Group 1 – All registrants for employment who have either a Residential or a General Journeyman license issued by Oregon or Washington, are residents of Local 48's geographical jurisdiction, and who have been employed performing electrical work for at least one year in the past four years in the geographical jurisdiction of IBEW Local 48.

Group 2 – All other registrants.

VII. RULES FOR THE SOUND & COMMUNICATIONS AGREEMENT

A. Work Covered – Work specified in the Sound & Communications Agreement.

B. Referral Procedure – The Union shall be the sole and exclusive source of referral of applicants for employment.

The Union shall maintain a list of registrants for employment established on the basis of the Book and Groups listed below.

SOUND & COMMUNICATIONS BOOK

Sound & Comm Book I – To be registered on this Book, the registrant must meet the following criteria:

- Have an LEA (Oregon) or 06 (Washington) license;
- Have three or more years in the trade;
- Be a resident in Local 48's geographical jurisdiction (the adjacent counties criteria is terminated effective April 1, 2011);

VII.B. Referral Procedure – Contd.

(Sound & Comm)

- Have been certified as a Journeyman Limited Energy Electrician by any three or four-year Limited Energy or Inside Wireman Joint Apprenticeship and Training Committee, or have passed the 9th District Sound & Communication Book I Exam or the Journeyman Wireman’s examination given by any duly constituted Inside Construction Local Union of the IBEW. An applicant qualifies for passing the IBEW examination if they:
 - Hold a LEA (Oregon) or 06 (Washington) License for at least five (5) years and have worked a minimum of 5,000 hours as a Journeyman; or
 - Hold a LEA (Oregon) or 06 (Washington) License and have worked under the Local 48 Sound & Communication Collective Bargaining Agreement for a total of 2,000 hours in a 24-month period and did not receive a “for cause” or “not-eligible-for-rehire” termination; or
 - Hold a LEA (Oregon) or 06 (Washington) License and have operated as a Licensed Electrical Contractor in any state or territory in the 9th District for a minimum of two (2) years.
- Have been employed in the trade for a period of at least one year in the past four years in the geographical area covered by the Union’s Sound & Communications Collective Bargaining Agreement.
- If an individual properly qualified to get on a Book under criteria that have subsequently changed, the individual may qualify under those earlier criteria.

Book I status shall be limited to one Local at a time. An applicant who qualifies for Book I shall be so registered electronically and thereafter remain eligible to register on Book I unless and until the applicant designates another Local Union as his or her Group I Local Union. Once an individual has properly qualified to be on Book I, he or she will always be able to sign Book I regardless of hours and regardless of residency. The only way the registrant loses the ability to sign Book I is if he or she signs Book I in another Local. This applies to anyone who qualified to be on Book I on or after September 10, 2010.

Sound & Comm Book II – To be registered on this Book, the registrant must have an LEA (OR) or 06 (WA) license.

INSTALLER BOOK

Installer Book I – To be registered on this Book, the registrant must have (at least) an LEB (OR) or for work in Washington, three or more years performing telecommunications work.

Installer Book II – Unlicensed installers may be registered on this Book.

A registrant may be registered on only one Book at any point in time.

- C. Journeyman Call By Name – An Employer may request a registrant from Book I off the Sound & Communications Book I or the Installer Book I by name or by specialty so long as the next two calls are not. Any individual being called by name cannot have been terminated from his or her previous Employer within the prior two weeks nor quit within the past four weeks. This waiting period does not apply to an employee being recalled by his or her former Employer. (“Previous Employer” means an Employer signatory with the Union.)

VII. Contd.

(Sound & Comm)

- D. Journeyman Technician and Installer Recall by Name – The Employer shall have the right to recall registrants on Sound & Communications Book I or Installer I by name, subject to the following conditions:
1. Only registrants on Sound & Communications Book I or Installer Book I Out-of-Work Lists are eligible for recall.
 2. Book I registrants (either Book) shall be recalled at a ratio of 1:1 to requests for general referrals.
 3. If a referral employee is laid off by the Employer in less than 45 calendar days, then the Union shall provide the Employer with another referral.
 4. Book I registrants (either Book) may be recalled at any time up until 6 months from the date the employee last worked for that Employer.
 5. If a registrant on Book I (either Book) quits employment, he or she is not subject to recall by name by any Employer for four weeks from the date of quit.
 6. Registrants on Book I (either Book) may not be recalled by name within two weeks of layoff, unless it is from their most recent Employer.
 7. Employers shall lay off employees who have not worked 21 consecutive calendar days, including weekends and holiday but not including military leave, *bona fide* vacation, medical or family leave. Note: “*bona fide* vacation” is defined as not filing for unemployment benefits.
- E. Foreman Call by Name – The Employer shall have the right to call Foreman by name, provided:
1. The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman, provided the name appears on Book I of either Sound & Communications Out-of-Work List.
 2. When an employee is called as a Foreman, he or she must remain as a Foreman for one (1) year or must receive a reduction in force.

VIII. RULES FOR THE MATERIAL HANLDER (INSIDE CONSTRUCTION SUPPORT STAFF) SOLAR AGREEMENT

Anyone who is not signed on another Book may sign the Material Handler (Inside Construction Support Staff) Solar Agreement Book.

- A. Classifications – There are eight classifications in the Material Handler (Inside Construction Support Staff) Solar Agreement:

<u>Classification</u>	<u>Hours Worked Under the Inside Construction Support Staff Agreement</u>
Provisional	0 to 90 days or 0 to 449 hours (whichever comes first)

VIII.A. Classifications – Contd.

(Material Handler)

Support Tech 5	over 90 days or 450 to 1499 hours
Support Tech 4	1500 hours to 2999 hours
Support Tech 3	3000 to 4499 hours
Support Tech 2	4500 to 6499 hours
Support Tech 1	6500 hours or more
Traffic Tech 1	n/a
Traffic Tech 2	n/a

(Individuals registered on the Inside Construction Support Staff Out-of-Work List are expected to keep track of the number of hours they have worked under this Agreement.)

B. The Dispatch of Material Handlers will be as follows:

1. Employers are allowed to call one Material Handler by name, but must then take the next Material Handler as a general referral.
2. Employers are to designate on the job order what level of Material Handler or classification is being requested.
3. There are six classifications of Support Tech and two classifications of Traffic Tech for purposes of wages and benefits.

A job order that requests a Support Tech 1, 2 or 3 will be considered a “high” and the next Support Tech on the Out-of-Work List that is within one of those classifications, and who appears for dispatch that day will be dispatched.

A job order that requests a Support Tech 4, 5 or Provisional will be considered a “low” and the next Support Tech on the Out-of-Work List that is within one of those classifications and who appears for dispatch that day will be dispatched.

A job order that requests a Traffic Tech 1 or Traffic Tech 2 will list the requirements necessary for the call.

Note: An applicant that is able to provide proof of completing a Pre-Apprenticeship program shall be dispatched as a Support Tech 3 for purposes of wage and fringe benefits.

Note: A high level Material Handler in one classification **may not** take a low level Support Tech Call.

Note: Because Employers are able to call Material Handlers by name on a 1:1 ratio, there is nothing to prevent Material Handlers from seeking their own employment so long as they put their name on the Out-of-Work List and the Employer follows the rules.

VIII.B. Dispatch – Contd.

(Material Handler)

Note: A high or low level Support Tech may not take nor solicit work as a Material Handler at a pay scale lower than the classification that he or she qualifies for.

Note: If and when a Material Handler becomes an apprentice, he or she will be removed from the Material Handler Out-of-Work list.

IX. RULES FOR ELECTRONIC CONTROL PANEL MANUFACTURING AGREEMENT

The Union will maintain a Panel Fabrication Book. Anyone who is not signed on another Book may sign the Panel Fabrication Book.

Individuals may seek their own employment as a Panel Fabrication Worker. Upon obtaining employment as a Panel Fabrication Worker, the employee shall notify the Union of such employment.

A. Work Covered – This Agreement covers all employees who perform work in connection with the manufacture of electronic equipment used in energy management systems, heating, ventilating and air conditioning controls, refrigeration controls, security systems and fire alarm systems.

B. Referral Procedure

1. The Employer is encouraged, but is not required, to obtain workers from the Union's Hiring Hall.
2. The Employer shall notify the Dispatcher within forty-eight (48) hours of the names, home addresses and Social Security numbers of all newly hired workers hired to work under this Agreement.

C. Termination – Employees who are terminated are responsible for turning in their termination slip and signing the Out-of-Work List in person.

X. RULES FOR THE MARINE AGREEMENT (e.g. Subsidiaries of Vigor Industrial, LLC)

A. Work Covered – This Agreement covers all production, repair and maintenance work in connection with the construction, conversion, repair or scraping of any vessel on the Pacific Coast.

B. Referral Procedure

1. The Employer is free to hire employees from any source.
2. The Union shall maintain a register of applicants for employment.
3. Upon hiring a new employee directly, the Employer shall send notice to the Dispatcher via e-mail at dispatch@ibew48.com of the name, classification and Social Security Number of the new employee. The employee shall report to Membership Service to complete paperwork no later than the thirty-first (31st) day following the beginning of employment unless the new employee is already a member of the Union.
4. Recall – The Employer, not the Union, will administer the recall procedure in accordance with the seniority provisions of the Marine Agreement.
5. Employees who are terminated are responsible for turning in their termination slip and signing the Out-of-Work List in person.

XI. OTHER CLASSIFICATIONS

The IBEW may enter into other Agreements or amend existing Agreements to provide for classifications not otherwise covered in these Rules. When that happens the general rules will apply except and to the extent modified by that Agreement(s).

XII. AUTHORITY AND EFFECTIVENESS

The rules and procedures contained herein have been agreed to by the Oregon-Columbia Chapter, NECA, and IBEW Local Union No. 48. To the extent there are differences between these rules and any individual Collective Bargaining Agreement, these rules shall constitute an amendment to that Agreement and these rules shall apply.

XIII. INTERPRETATION

It is impossible to write a set of rules like this and account for every possible situation. Interpretations of these rules will be by the Business Manager of IBEW Local 48 and, when necessary, in agreement with the Oregon-Columbia Chapter, NECA.

XIV. AMENDMENTS

These Hiring Hall Rules may be amended at any time. The method for an amendment is as follows:

- Advance notice of proposed changes to users of the Hiring Hall will be given by posting in the Hiring Hall and on the Union website for at least 15 days.
- However, if the amendment is to clarify an existing rule, or if registrants will not be adversely impacted by the change, or if it an emergency, then the change may be implemented without giving 15 days-notice.

All amendments to these rules will be kept on file by the Union and shall be available for review by the users of the Hiring Hall.

XV. FORMS

HH 01A - Employer Job Referral
 HH 01B - Employer Job Referral MOU
 HH 02 - Employer Job Order Cert. Form
 HH 06 – Notice of Termination

HH 08 - Appeal Request
 HH 09 - Discharge for Cause Memo
 HH 10 - Two Discharges for Cause Memo