

ELECTRONIC CONTROL PANEL MANUFACTURING AGREEMENT
Between
Oregon-Columbia Chapter, National Electrical Contractors Association
and Local Union 48, International Brotherhood of Electrical Workers

I. AGREEMENT

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

It shall apply to all firms who signed an approved letter of assent to be bound by this Agreement.

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

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

II. BASIC PRINCIPLES

All parties to and covered by this Agreement have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between all parties aforementioned and the public. Progress in industry demands a mutuality of confidence between all parties to and covered by the Agreement. All will benefit by continuous peace and by adjusting any differences by rational common-sense methods. Now therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

The parties to this agreement shall not discriminate in any manner in the application of this labor agreement against anyone because of race, religion, sex, color or national origin, physical or mental handicap, or veteran status.

ARTICLE I

Amendments - Disputes - Effective Date - Termination

1.01.01. This Agreement shall take effect **July 1, 2021, and shall remain in effect until June 30, 2024**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated in the way provided herein.

1.02.01. Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement

must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

1.02.02. 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.

1.02.03. 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.

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

1.02.05. 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.

1.02.06. Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

1.03.01. 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 for approval, the same as this Agreement.

1.04.01. 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.

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

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

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

1.07.01. All matters coming before the Labor-Management Committee shall be decided by a 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.

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

1.09.01. 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.

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

ARTICLE II

Employer Rights - Union Rights

2.01.01. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the electrical contracting industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

2.02.01. Recognition Clause. The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment.

2.02.02. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later.

2.02.03. In the event that an employee fails to tender the admission fee or a member of the Union fails to maintain their membership in accordance with the provisions

of this section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the employer to discharge said individual employee within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this paragraph.

2.03.01. The representatives of the Union shall be allowed access to any building at any reasonable time where members of the Union are employed.

2.04.01. The policy of the employee covered under this Agreement is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions.

2.05.01. 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.

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

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

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

2.06.02. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representatives of the parties hereto that such action is not in conflict with the preceding sentence.

2.07.01. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore, have no restrictions, except those specifically provided for in the collective bargaining agreement in planning, directing and controlling the operation of all 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 union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the employer's and/or owner's rules and regulations not inconsistent with this Agreement, in

requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

2.07.02. The Union recognizes the right of Management or its representatives, and journeymen and apprentices who are covered under the Inside Wiremen's Agreement between the parties, to perform the scope of work covered under this Agreement.

2.07.03. The Union shall have the right to appoint one (1) employee from the shop as a Steward at any shop or on any job where employees are covered under the terms of this Agreement. The employer will be notified in writing the name of such Steward. Such Steward shall see that this Agreement and working rules are observed and they shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances shall the employer dismiss or otherwise discriminate against any employee making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement. If any dispute arises on a job that a Steward cannot settle, the Steward will notify the Business Manager. The Steward will have no further jurisdiction over the matter giving rise to the dispute and provided that the matter causing the dispute remains status quo, they will return to their work assignment pending arrival of the Business Manager.

No steward shall be discriminated against by any Employer because of their faithful performance of duties as steward. Before any steward is to be removed from the job, notice must first be given to the Business Manager of the Union.

2.08.01. The Employer shall have and maintain suitable financial status to meet payroll and fringe benefit requirements contained in this Agreement. Failure to promptly pay fringe benefits shall be just cause to invoke the penalty clause as relating to fringe benefit payments.

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

2.08.03. They shall make contributions to the Oregon or Washington Unemployment Compensation Commission for the employees covered by this Agreement.

2.08.04. The Employer shall keep payroll records for employees covered under this Agreement at their place of business. The Union upon request shall be allowed to examine the Employer's time and payroll records pertaining to employees covered under the terms of this Agreement. The Employer shall furnish the Union satisfactory proof of the payment of all wages and/or fringes required under this Agreement. The Employer may have the right to have the Chapter representative present at the time of the aforesaid examination.

2.08.05. Every Employer shall carry bodily injury liability insurance with limits of not less than \$50,000 for one person's claim and subject to \$100,000 for the claim

of two or more persons in one accident. In addition, they shall carry property damage liability insurance of not less than \$100,000 per accident.

They shall furnish a certificate of insurance to both parties to the Agreement. Each certificate shall include provision that the policy cannot be cancelled without fifteen (15) days' notice in writing to both parties.

2.09.01. The Employer shall notify the Business Manager of the Union and the NECA within twenty-four (24) hours of the names and social security numbers of all newly hired employees. Furthermore, the Employer shall not loan or cause to be loaned any member and/or employee covered by this Agreement in their employ, without first securing permission of the Union.

The Union shall maintain an out-of-work list which will be available to the Employer as a source of employees for this classification. The Employer may use this list at their discretion.

ARTICLE III

Working Hours - Wage Payments - Working Conditions

3.01.01. The standard work week shall be forty (40) hours per week with either eight hours per day, five consecutive days, Monday through Friday; or ten hours per day, four consecutive days, Monday through Thursday or Tuesday through Friday with 5 (five) days' notice. The standard workday shall be between 6:00 a.m. until 6:00 p.m. with a 30-minute lunch. Flexible hours may be permitted by mutual agreement.

3.01.02. All overtime worked before or after the scheduled workday shall be paid at the rate of time and one-half the regular hourly rate.

3.01.03. All time worked on Saturday in excess of forty (40) hours for the work week shall be paid for at one and one half (1 1/2) times the straight time hourly rate of pay. Employees, if required to work on Sundays and/or holidays, shall be paid at the rate of double their regular hourly rate.

3.02.01. The paid holidays with benefits under this Agreement shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Paid holidays listed above, are for employees who have worked for a minimum of 90 days prior to the holiday.

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

3.03.01. The employer agrees to pay 40 hours of paid time off (including fringes) per year to all employees, these hours must be used within one year. There will be a 50% payout upon termination, and in no circumstance shall payment exceed 40 hours per year.

3.03.02. Provisional Employee. Any new employee who has worked less than ninety (90) calendar days under the terms of this collective bargaining agreement for any signatory employer may be employed as a Provisional Employee, and, except for Health and Welfare and NEBF, shall be paid only wages as set forth in this Agreement.

3.04.01. The minimum straight time hourly rate of pay for employees covered under this Agreement shall be as follows:

	<u>7-1-21</u>
Foreman	\$27.38
Lead	\$25.38
Journeyman Electrical Control Panel Fabricator:	\$24.08
Progression:	
48 months: 100% of Journeyman rate	\$24.08
42 months: 90% of Journeyman rate	\$21.67
* Mechanical Fab Technician:	
36 months: 80% of Journeyman rate	\$19.26
30 months: 75% of Journeyman rate	\$18.06
24 months: 70% of Journeyman rate	\$16.86
18 months: 65% of Journeyman rate	\$15.65
12 months: 60% of Journeyman rate	\$14.45
Start: Provisional 1st 90 days	\$13.50

In order to attain the full journeyman status, all employees must first attend the following classes and proficiency tests at the NECA-IBEW Training Center:

- a. Basic Electrical Theory
- b. Basic Controls
- c. Basic PLC and proficiency test.

*Mechanical Fab Techs can apply for a transfer to electrical fab classification at any time. The transfer needs to be approved by the foreman and management. The pay classification transfers over to a maximum of 75% level.

Effective July 1, 2022, an increase to the journeyman base wage based on the Portland CPI W (now classified as west A by the BLS) December 31, 2021, with a floor of 3% and a cap of 5%;

Effective July 1, 2023, an increase to the journeyman base wage based on the Portland CPI W (now classified as west A by the BLS) December 31, 2022, with a floor of 3% and a cap of 5%.

When a new employee is hired and given advanced standing in the classification and a wage rate above that classification, the next required wage increase will commence upon reaching the required months of employment, from the designated classification at hire date, to the next classification and higher wage rate.

Employees working swing shift shall receive an increase of 7.5% above their regular rate of pay.

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

3.04.03. Newly hired employees will be placed in the appropriate level of progression dependent upon previous experience and knowledge as determined by the employer.

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

Employees shall receive their checks on the job no later than one (1) hour before quitting time on Friday following the previous week worked. If Employer elects, checks will be mailed (post-marked) not later than closing time on Thursday. In order for timely paychecks, all employees are responsible for turning in their timecards by 8:00 a.m. Monday.

Termination Pay

3.06.01. Any employee being terminated or discharged by the Employer shall be paid all their wages immediately. If the employee is not paid, waiting time of eight (8) hours a day at a straight time hourly rate, Saturdays, Sundays and holidays included, shall be paid as a penalty.

3.07.01. It is the employer's responsibility to provide a safe workplace for their employees. It is the responsibility of all employees covered under this agreement to work safely. All employees are required to attend all scheduled safety meetings upon notification. Failure to do so will be cause for dismissal unless a supervisor was notified by the employee that they will not be able to attend.

3.07.02. Employees shall observe all company safety rules and failure to do so shall be valid cause for dismissal.

3.07.03. No employee shall suffer any loss of time while going to a doctor or to a hospital for the emergency treatment of any injury received in the shop of the Employer. The Employer will furnish transportation to the nearest suitable doctor or hospital for an employee injured in this shop to such an extent that they are obliged to immediately cease work. The employee's wages shall continue until noon or the usual evening quitting time, depending upon whether the injury was sustained before or after the noon lunch period.

3.08.01. Bereavement Leave. All employees shall be given up to three days paid bereavement leave for the purpose of attending a funeral of a member of their immediate family. The term immediate family as used herein, is defined as consisting of the following members: mother, father, spouse, children, brother, sister, in-laws, half brothers and sisters, step parents sisters/brothers.

3.9.01. First Aid and CPR. All employees are required to have current First Aid and CPR Training and carry appropriate cards.

3.09.02 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.

3.10.01. NEBF. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by

the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having their agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of their labor agreement.

3.11.01. All new employees shall be considered as a probationary employee during the first ninety (90) calendar days of employment. During such period, such employees may be terminated from the Company without recourse to the grievance or arbitration procedure contained herein.

3.12.01. The employer agrees to pay mileage at the applicable IRS rate for the employee's travel from shop to job, job to job, and job to shop.

ARTICLE IV

Fringe Benefits

4.01.01. Harrison Health and Welfare. It is mutually agreed between the parties hereto, and in accordance with the Harrison Electrical Workers Trust Fund Agreement signed by the Oregon-Columbia Chapter, NECA and Local Union No. 48, IBEW, jointly established for this purpose and administered in compliance with Federal and State regulations governing health and welfare funds, each Employer shall pay the sum of **nine dollars and ten cents (\$9.10)** per hour for each hour worked by all employees who perform work covered by the collective bargaining agreement between the Employer and the Union.

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

4.01.03. It is understood and intended by the parties to this Agreement that the purpose of this clause is to establish an employer financed Health and Welfare Trust and that the contributions thereto shall not be deemed to be wages to which any employee shall have any rights other than the right to have such contributions paid over to the Trust Fund in accordance therewith.

4.01.04. Upon recommendation of the Trustees of Harrison Electrical Workers Trust Fund, the contributions to the fund may be increased and the Employer agrees to pay the increased cost during the length of this agreement **through June 30, 2024**. If during the term of the Agreement, any Federal or State act is enacted and the Trustees of the Harrison Trust determine that the coverage provided by the act can result in the lowering of the Harrison Electrical Workers' contribution, the parties to the Agreement will meet and allocate the recommended excess contributions to any existing fringe benefits or to wages as the Union desires.

4.01.05. Effective July 1, 2013, the employer will make contribution to the Harrison "Supplemental Flexible Benefit Fund" under the Harrison Trust for employees at classification of 24 months 70% and higher. All other classifications are exempt. This will allow employees to have an individual account to provide for additional monies, \$1.20 per hour, to be contributed on their behalf by the employer to be utilized by the employee for inner trust payments such as coverage for out of pocket or co-payment premiums and for new benefits as determined by the trustees allowable by law for approvable spending accounts in a cafeteria style plan i.e., child care, life insurance, long term care, deductibles, co-pays, etc.

4.02.01. Credit Union. Additional deductions may be assigned in writing through the First National Bank to be credited to an employee's account in Electrical Workers Local 48 Federal Credit Union as directed by the employee. The employee shall give thirty (30) days' advance notice in writing of any change in the assigned deduction.

4.02.02. Employers may remit the Credit Union portion directly to Electrical Workers Local 48 Federal Credit Union on or before the fifteenth (15) day of the month, transmittal forms to be supplied by the Credit Union.

4.03.01. Ninth District Retirement Plan. The employer agrees to pay a six percent (6%) contribution rate based on the straight time hourly rate for each hour worked by all employees except probationary employees who shall not receive a contribution to the IBEW Ninth District Retirement Plan.

This plan is a jointly trustee pension trust created pursuant to Section 302c of the Labor Management Relations Act. Hours worked shall be deemed to include straight time hours worked, actual overtime hours, report time and shift premium hours not worked.

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

The parties to the agreement have also approved a provision which allows an employee voluntary contribution by making an appropriate reduction of the base wage rate.

ARTICLE V
COLLECTION

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

Any employer who fails to file a report or pay contributions by the 15th calendar day of the month following the month in which the work was performed shall be considered delinquent and in violation of this Agreement. Legal action may be brought by the appropriate parties to enforce collection and/or reporting without resort to arbitration. Delinquent employers shall be liable for all reasonable attorney fees, court costs and other expenses incurred in the enforcement of any applicable trust agreement or collection from such employer plus liquidated damages and lost earnings charges provided below. Each employer shall make available applicable books and records for the purpose of auditing same to determine the amount of the employer’s liability and shall pay the expenses of the audit if any delinquencies are found under the guidelines of any of the applicable trust agreements. An action to collect contributions may be brought in the name of the respective trust fund Trustees, or the Trustees who compose the trust funds joint Audit Committee, or any other assignee or agency designated by said Trustees. Each employer agrees to, and shall be bound by, the terms of the Trust Agreement for each trust fund to which contributions are allowed or required hereunder.

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

The parties agree to abide by the terms and conditions established from time to time by the trustees of the various trust funds providing the fringe benefits, with respect to any collection procedure for delinquent contributions; provided, however, this Agreement or the applicable trust agreement shall control to the extent of any direct conflict with such collection procedures.

Each employer without prior participation and contribution history to the trust funds or which have been delinquent in reporting or paying contributions to the trust funds shall post security, referred to as a "bond," to secure future payment of contributions due the trust funds in the manner and to the extent required by the collection policies and procedures established by the trust funds.

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

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

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

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

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

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

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

Liquidated Damage Delinquency Charges Per Fund (For Each Month of Nonpayment of Contributions or Withholdings Owed for a Work Month):

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

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

5.03.01. 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.

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

5.05.01. COLLECTION AUTHORITY. If any Participating Employer shall be delinquent in the payment or reporting of the contributions and/or the amounts withheld from the Employees' wages, enforcement of the employer's obligation and collection of the amounts due under this Agreement shall be made as follows:

Trust Fund Amounts: Enforcement of and action to collect contributions for each of the Trust Funds (Harrison, Edison, District 9, Apprenticeship & Training, BLMCC, NEBF and NEIF), may be brought in the name of the respective Fund or Funds involved, its Trustees or any assignee or agent designated by said Trustees.

Employee Wage Withholdings: Enforcement of and action to collect amounts withheld by the employer from Employees' wages (Vacation, Union Dues, Credit Union and PAC), may be brought by the Union on behalf of the affected Employees.

Administrative Maintenance Fund: Enforcement of and action to collect amounts due the Administrative Maintenance Fund may be brought by the Chapter.

Other Amounts Due: Enforcement of and action to collect any other amounts due to be paid under this Agreement may be brought by the Joint Conference Committee on behalf of the appropriate party or parties.

The Trustees of the respective Trust Funds, the Union, the Chapter and the Joint Conference Committee may delegate all or a portion of the Collection Authority under this Agreement to an individual or entity who shall be charged with the full power and authority to act for the delegating party. As of the effective date of this Agreement, the parties recognize that the Trustees, the Union, the Chapter and the Joint Conference have each delegated Collection Authority under this Agreement to the Delinquency Committee of the Oregon-SW Washington IBEW-NECA Electrical Trusts ("Delinquency Committee"). The Delinquency Committee shall have the complete power and authority to (a) monitor the required reporting and payment by employers, (b) determine the contributions and other amounts due hereunder, (c) assess and order payment of the required contributions and/or amounts withheld from the employees wages, as well as the liquidated damages, lost earnings charges, fees and costs of audit and collection provided for herein, and (d) take any and all appropriate actions (including the filing of liens and the pursuit of any legal or equitable remedies) to collect the amounts assessed as delinquent.

The delegation of collection authority to the Delinquency Committee shall in no way limit or alter the rights of the Trustees, the Union, the Chapter or the Joint Conference Committee under this Agreement or the underlying Trust documents.

The employer hereby accepts and agrees to the terms of each trust agreement and plan for each such Trust or fringe benefit fund and acknowledges, accepts and agrees to the delegation of the collection authority to the Delinquency Committee.

ARTICLE VI

Administrative Fund

6.01.01 Effective July 1, 1993, all employers signatory to this labor agreement with the Oregon-Columbia Chapter, NECA designated as their collective bargaining agent shall contribute .50% of gross labor payroll for each employee covered by this labor agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling and all other management duties and responsibilities in this agreement. No part of the funds collected shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions. The enforcement of delinquent payments and administration is the sole responsibility of the Oregon-Columbia Chapter, NECA.

ARTICLE VII

National Electrical Industry Fund (NEIF)

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

- 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 manhours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.
- 2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE VIII

Local Labor Management Cooperation Committee (LMCC)

8.01.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide employees and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist employees 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 employees 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.

8.02.01. 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 LMCC, as provided in said Agreement and Declaration of Trust.

8.03.01. Each employer shall contribute zero (\$0.00) per hour 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.

8.04.01. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XI

National Labor Management Cooperation Committee (NLMCC)

9.01.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management; to provide employees and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 2) to assist employees and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 3) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 4) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 5) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 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 employees 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.

9.01.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

9.01.03. Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year effective January 1, 2011. 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. Chapter, NECA, or its designee, shall be the collection agent for this Fund.

9.01.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure

compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE X

Code of Excellence

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

Separability Clause

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective **July 1, 2021**.

Executed on this 25th day of June, 2021.

OREGON-COLUMBIA CHAPTER, NECA



TIMOTHY J. GAUTHIER
Executive Manager

IBEW LOCAL UNION 48



GARTH BACHMAN
Business Manager

Subject to the approval of the President of the International Brotherhood of Electrical Workers.

