

**MATERIAL HANDLER
(INSIDE CONSTRUCTION SUPPORT STAFF)
SOLAR
COLLECTIVE BARGAINING AGREEMENT
Between
Vigor Works, LLC
and
LOCAL UNION 48**

Agreement by and between Vigor Works, LLC, and Local Union No. 48, IBEW.

As used hereinafter in this Agreement, the term "Union" shall mean Local Union No. 48, IBEW. The term "Employer" shall mean Vigor Works, LLC.

BASIC PRINCIPLES

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

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

SCOPE OF WORK

Inside construction support staff are employees who perform material handling lighting maintenance **and solar installations**. The definitions of this work are as follows:

MATERIAL HANDLING

The duties of a material handler are the handling of all materials, tools and equipment as directed by the employer at their shop. This includes the loading and unloading of materials and tools on the jobsites to a central lay down or material area and to specific locations on the jobsites for the convenience of workers, as directed by the foreman or journey level worker on that particular jobsite, in conformance with the Commercial/Industrial (Inside) Agreement. Also, Material Handlers are allowed to work in laydown areas on a construction site under the direction of a Material Handlers Foreman as long as the Material Handler Foreman is under the direction of a Journey Level Worker, Foreman or General Foreman. In addition, the material handler will be allowed on the jobsite for clean-up purposes. Once on the jobsite, the material handler shall not be used to install electrical material or utilization equipment (i.e. switch gear, motor control centers, transformers, motors, light fixtures, etc.).

Material Handlers may perform the handling, moving and cleanup of all electrical materials.

Material Handlers shall have the unrestricted ability to move, uncrate, sort, or clean any materials, unless restricted by State electrical licensing laws. This includes moving of materials from any sorting or storage areas up to the point of receipt by a journeyman or apprentice but not assist in active installation of the material. The material handler can make multiple drops of the material to the room, area, work cart or gang box where the journeyman or apprentice is working.

Material Handlers may be used to do any and all clean up and to manually dig trenches for the purpose of installing electrical conduit or duct banks.

Material Handlers may be used for hole watch, lift watch and as a spotter, but are not permitted to perform these tasks in the fab, or any area that requires specialized jobsite training or protocol to enter.

Material Handlers may be used to construct decks for the purpose of setting up temporary jobsite work areas, but in no manner any they perform construction work in direct relationship to electrical installations.

Material Handlers 4, 3, 2 and 1 classifications will be allowed to put in place pre-assembled temporary power and lighting (excluding Intel Job Sites). Material Handlers may be utilized to roll up temporary lighting and or power including the location of spider boxed, but not be involve in the connection of the wiring. They may also be utilized for the placement of battery-operated lighting.

LIGHTING MAINTENANCE PROJECTS

Lighting maintenance shall be defined as any electrical alteration within an existing lighting fixture enclosure on the premises of a customer not including or requiring the removal of the fixture from its supporting structure. Such alterations shall include cleaning of all types of lighting fixtures, lenses and diffusers in luminous ceilings and all types of diffused ceilings or area lighting installations; and the replacement of lamps, tubes, starters, sockets, and ballasts or similar equipment, shall not include the replacement of wire other than fixture wire within the individual fixture enclosure. Remote mounted ballasts and transformers of lighting fixtures may be replaced only when found to be defective while the fixture is being serviced or cleaned.

Employees covered under this section of the Agreement will be allowed to perform these tasks on any construction site or premises where inside electrician are altering or renovating existing structures, or in public gathering places where building tradespeople are normally used to set up facilities, provided said employees are under the direct supervision of an inside electrician. This Agreement does not cover street lighting which shall be performed by inside electricians.

SOLAR (LRT) WORK

Uncrating and handling of solar panels may be performed by any level of support tech or LRT, along with the installation of racking systems for the purpose of solar panel installation.

Installation of solar panel as allowed by law and interconnections or solar panels as allowed by law.

Definitions:

An LRT shall be defined as someone who is enrolled in or has completed the NECA/IBEW Limited Renewable Technician Apprenticeship or other Oregon state approved LRT program.

LRT Journey Level rates shall be the same as level one support techs.

First year LRT's shall start at Support Tech Level 3 wage and benefits. After 1,500 hours they shall be paid Support Tech Level 2 wage and benefits. After an additional 2,000 hours (3,500 total) they shall be paid at the Support Tech Level One wage and benefits.

Zone pay, overtime, holidays, premium pay and general work conditions for LRT's shall be governed by the Inside Agreement for commercial work and the Residential Agreement for residential work.

There shall be at least one (1) journey level worker present on solar installation projects. In no case shall the ratio or LRT's/Support Techs or apprentices to journey level workers exceed a ratio of three-to one.

ARTICLE I Amendments - Disputes - Effective Date – Termination

EFFECTIVE DATE:

1.01.01. This Agreement shall take effect, **January 1, 2024** and shall remain in effect until **December 31, 2026**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1 to December 31 of each year, unless changed or terminated in the way provided herein.

CHANGES:

1.02.01. Either party, 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 may be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list of seven arbitrators provided by the Federal Mediation & Conciliation Service. Selection of the arbitrator from the list provided by the Federal Mediation & Conciliation Service shall be carried out in accordance with the rules of the Federal Mediation & Conciliation Service. The arbitrator's decision shall be final and binding on both parties to this Agreement. The expense of the arbitration shall be borne equally by the Employer and the Union. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any questions of arbitrability.

1.02.05. When a case has been submitted to arbitration, 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 arbitration hearing.

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.

GRIEVANCES/DISPUTES:

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

1.05.01 The Employer and Union agree to the following process:

- (a) Step One: When a dispute arises between the parties, the designated representatives shall meet and hold informal discussions within five (5) business days after the incident in dispute or the Union's knowledge of said incident.
- (b) Step Two: If the parties are unable to resolve the matter informally, the grieving party shall reduce the dispute to writing and serve a written copy on the opposing party (either the IBEW Local 48 Business Manager or the Labor Relations Representative, or other designated individual) by the end of seven (7) business days after the incident or the union's knowledge of said incident.
- (c) Step Three: If, after the grievance is reduced to writing the parties are still unable to informally resolve the dispute, within ten (10) business days the matter shall be submitted to the IBEW Local 48 Business Manager and the Labor Relations Representative or other designated individual of the Employer. Either party may waive this Step or the time limit specified in this Step.
- (d) Step Four: If the IBEW Local 48 Business Manager and the Labor Relations Representative or other designated individuals are unable to resolve this matter, within ten (10) business days after such failure, the grieving party will request a panel of seven (7) arbitrators from the Federal Mediation Conciliation Services (FMCS). When the parties receive copies of the list, they shall alternate striking names from the list until such time as only one name remains. The remaining arbitrator will then be contacted by the grieving party and informed he or she has been selected. The parties shall share the costs of the arbitrator equally.
- (e) The arbitrator shall issue their opinion within thirty (30) days of the arbitration hearing.
- (f) The time limits specified in this Section may be waived by mutual agreement of the parties in writing.

LIVING AGREEMENT:

1.06.01. The Employer and the Union agree this three-year Agreement is a "living Agreement". Through partnering when language has been agreed to or concepts agreed to by the parties they will be made into amendment form and added to this Agreement.

ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS

2.01.01 No member of the Union, while they remain a member and subject to employment by Employer's operating under this Agreement, shall themselves become a contractor for the performance of any lighting maintenance work.

2.01.02. 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 and other conditions of employment, on the type of work as defined herein.

2.02.02. In selecting new or additional worker(s) the employer shall:

- (a) Request a referral from the Union. The employer shall have the right to reject any applicant for employment.
- (b) The employer may directly solicit worker(s) other than as provided for by (a) and he shall direct the employee to report to the Union for a referral slip within seven (7) calendar days of hire, as well as submit to the Union within twenty-four hours, the date of termination of any worker(s) covered by this agreement.
- (c) LRT's shall be referred by the local union.**

The Employer shall be the sole judge of the number of workers to employ.

Material Handlers shall be hired through the Local Union Referral Program and the employer shall be allowed to call one (1) Material Handler by name and then take a regular call when available on an ongoing 1 to 1 basis.

The employer may request on the referral notice for the applicant to have a valid driver's license and the Local shall refer only applicants with valid driver's licenses.

Material Handlers may also be hired off the pre-approved list of apprentice applicants held at the NIETC, through the hiring hall requirements for Material Handlers.

2.02.03. 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 30th day following the date of their employment or the effective date of this Agreement, whichever is later.

2.02.04. In the event that a worker 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 worker within forty-eight (48) hours (Saturday, 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. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when

necessary and when the Union or its representatives decide to do so; but no removal shall take place until twenty-four (24) hours' notice is first given the employer involved.

2.03.02. When such removal takes place, the Union or its representatives shall direct the workers on such jobs to carefully put away all tools, materials, equipment or any other property of the employer in a safe manner. The Union will be financially responsible for any loss to the employer for neglect in carrying out this provision but only when a safe place is provided for these by the employer.

2.04.01. The representatives of the Union shall be allowed access to any building at any reasonable time where members of the Union are employed as security and protocols allow.

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

2.06.01. 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 their Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred

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 provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

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 representative, and journey level workers and apprentices who are covered under the Agreement between the parties, to perform the scope of work covered under this Agreement.

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 Workers 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. Social Security coverage, Unemployment Compensation coverage and such other protective insurance as may be required by the laws of the States in which he operates, and shall furnish satisfactory proof of such to the Union, if requested.

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 and/or workers employed 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.

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.

2.09.01. The employer shall notify the Business Manager of the Union within forty-eight (48) 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 worker 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.

2.09.02. No Employees shall be required to provide a cash or surety bond as a condition of employment. In the event a surety bond is requested by the Employer or a customer where the job conditions require a bond, the Employer shall pay the premium on said bond.

2.10.01 No Employee shall be reclassified so that their rate of pay is less than the existing before the signing of this Agreement, unless mutually agreed to by the signatures to this Agreement.

ARTICLE III WORKING HOURS - WAGE PAYMENTS - WORKING CONDITIONS

3.01.01. On jobsites where inside, sound and communication or residential workers are employed the work hour rules shall be dictated by the agreement for which support is being provided. For all other work situations, the following rules shall apply:

Eight (8) consecutive hours with thirty (30) minutes for a meal period shall constitute a workday. However, in order to meet the needs of the customer, a workday of ten (10) hours at the straight time rate shall be allowed. Forty (40) hours within five consecutive days (Monday through Saturday shall constitute a work week.)

4-10 work schedules can be substituted for a 5-8 work week for holiday weeks or weather delay to allow for a 40-hour work week Monday through Friday.

All hours worked over ten (10) in one (1) day or forty (40) in one week shall be paid at one and one-half times the regular rate of pay. Any employee reporting to work less than eight (8) hours from their previous quitting time shall be paid for such work at time and one-half the straight time rate of pay. Four-tens shall be allowed Monday through Friday with mutual agreement between employers and union.

3.01.02. All overtime worked before or after the scheduled work day and all day Saturday, shall be paid at the rate of time and one-half the regular hourly rate. Work performed on Sunday shall be paid at double the regular hourly rate. **On overtime hours worked Edison contributions will be paid at the appropriate overtime rate.**

3.01.03 Support staff working on projects under shift provisions of the commercial, residential or sound and communication agreements will work under the same shift provisions as the agreement they are assisting, including all 4-10 shifts, other than lighting maintenance work which shall be paid in accordance with Section 3.01.01.

3.02.01. The holidays 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.

3.02.02. In the event employees are required to work any of the aforementioned holidays or days designated as such, they shall be paid at double the straight time hourly rate of pay.

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. Provisional Employee. Any new employee who has worked less than ninety (90) days or 450 hours, whichever comes first, under the terms of this collective bargaining agreement for any signatory employer may be employed as a Provisional Employee, and, except for NEBF, shall be paid only wages as set forth in this agreement.

3.03.02. Support Tech. No.5 Upon continuing employment beyond ninety (90) days/450 hours worked under this agreement they shall be classified as a Support Tech. No.5. Their rate of pay shall be as set forth in this agreement and, as well, all fringe benefits as provided in this agreement shall be contributed to on their behalf.

3.03.03. Support Tech. No.4. After serving a minimum of one thousand five-hundred (1500) hours worked under this agreement they shall be raised to Support Tech No.4 and paid wages and fringe benefits per this agreement.

3.03.04. Support Tech. No.3. After an employee has worked, three thousand (3000) hours under this agreement they shall advance to Support Tech. No. 3 classification, and be paid wages and fringe benefits as per this agreement.

3.03.05. Support Tech. NO.2. After an employee has worked four thousand five hundred (4500) hours under this agreement they shall advance to Support Tech. No.2 classification, and be paid wages and fringe benefits as per this agreement.

3.03.06. Support Tech/Material Handler No. 1. After an employee has worked, six thousand five hundred (6500) hours under this agreement they shall advance to Support Tech Material Handler No.1 classification, and be paid wages and fringe benefits as per this agreement.

3.03.07. LRT Classifications.

LRT No.3. New employees that have worked less than 1500 hours are to be paid LRT3 wage and benefits. After an LRT has worked 1,500 hours under this Agreement, they will advance to LRT 2 and be paid the LRT -2 wage and benefits per this Agreement.

LRT No.2. After an LRT 2 has worked 2,000 hours (total 3,500), they shall advance to the LRT journey level worker classification and be paid the LRT journey level worker wage and benefits per this Agreement.

Hours worked under this agreement shall be interpreted to mean as working in the above listed classifications for an electrical contractor signatory to this agreement including hours worked under the previous Material Handler and/or Lighting Maintenance Agreements. Hours worked shall be transferable from employer to employer. It shall be the employee's responsibility to keep track of these hours and notify the employer within two weeks of their next advancement in classification.

3.04.01. The straight time hourly rates of pay, and pension rates for Edison Pension and 9th District Pension plans for employees covered under this Agreement shall be as follows based on the following percentages of the inside rates:

*** * * January 1, 2024**

BASE RATES:		Journey Level	Edison	Ninth District
		\$60.70	\$10.40	\$5.37
Provisional Employee	25%	\$18.35	-	-
Support Tech 5	33%	\$20.17	-	-
Support Tech 4	35%	\$21.38	\$3.64	\$1.88
LRT 3 Support Tech 3	41%	\$25.01	\$4.26	\$2.20
LRT 2 Support Tech 2	50%	\$30.45	\$5.20	\$2.69
Support Tech 1	57%	\$34.69	\$5.93	\$3.06
LRT JW		\$34.69	\$5.93	\$3.06

Note: Since the Employer chooses not to participate in BALMCC, the above wage rates include an additional \$0.20 per hour.

LRT Apprenticeship

Pay Period	OJT Hours	
1	0-1000	50%
2	1001-2000	60%
3	2001-3000	70%
4	3001-4000	80%

* Provisional Employees are not eligible for fringe benefit payments except NEBF

** Support Tech 5 receives health and NEBF only, no 9th District or Edison

January 1, 2025 will receive the appropriate percentage of the Inside \$4.50 wage package increase, with any trust fund contribution coming from this increase, as requested by the Trustees.

January 1, 2026 will receive the appropriate percentage of the Inside \$4.00 wage package increase, with any trust fund contribution coming from this increase, as requested by the Trustees.

3.05.01. An employer may hire an employee at a rate more than the above listed rate. However, such action shall not be interpreted as hours worked under this CBA.

3.06.01. Fixture washers, Provisional employees and Support Techs No. 5 are limited to material handling and the cleaning of fixtures, lenses and diffusers, and to changing lamps and tubes only. Ballasts may be replaced by the employees that have been trained and have the hours required for Support Tech No. 4. Category 5 and provisional employees are grandfathered in to allow this work to be performed though 12/31/22. Also, workers in this category who in the opinion of management are qualified and are at least, Support Tech No.5 may be assigned on a temporary basis to fill in for the Support Tech. No. 4's absent due to vacation, illness, or other reasons.

Compensation for such assignment shall be at the Support Tech. No.4 rate. "Other reasons" shall be documented and correspondence sent to the Local Union.

3.07.01. 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. When an employee quits, they will receive their paycheck at the next regular payroll period.

Employees shall receive their checks on the job no later than one (1) hour before quitting time on Friday following the previous week worked. If check is not received by one (1) hour before quitting time on Friday, the employee may report to receive their check. If employee elects, their check will be mailed to their home address not later than closing time on Wednesday.

3.08.01. Any worker being terminated or discharged by the employer shall be paid all their wages immediately. If the employee is not paid, a penalty of \$100 per day (or 4 hours of base wage) shall be paid. When an employee requests a reduction in force and management agrees, they may be paid at the next regular payroll period.

3.09.02. When workers are ordered to report for work and are not put to work, they shall receive two (2) hours wages unless they are not employed through some fault of their own, or for conditions beyond the employer's control.

ARTICLE IV

4.01.01. On any job where four (4) or more Employees are employed and there are no inside electrician working, one will be designated Foreman and be paid 110% of the Tech I classification including lighting maintenance and LRT crews.

4.02.01. The Employer shall furnish all necessary tools and/or equipment to properly perform the work. Workers will be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnishes a safe and suitable place for the storing of such tools and/or equipment.

4.02.02. All employees shall provide themselves with a basic set of hand tools in good repair as follows:

- Hammer
- Hacksaw
- Wire Stripper
- Channel Lock 430
- Channel Lock 440
- Tape Measure
- Knife
- Diagonal Cutter
- Lineman Pliers Screwdriver Set (10 in 1)
- Level
- Crescent Wrench 10"
- Needle Nose Pliers
- Combination Wrenches (3/8, 7/16, 1/2, 9/16)
- Suspenders
- Tool belt/Pouch
- Gloves

4.03.01. Employer shall pay traveling expense and mileage or furnish transportation from shop to job, job to job, and job to shop. When the employer requests the worker to use their (the

employee's) private automobile to transport themselves, their mileage from shop to job and return at the IRS allowable rate per mile together with parking fees and bridge tolls shall be paid by the employer.

4.03.02. Employees required to remain out of town overnight shall be reimbursed for actual, reasonable expenses for meals, lodging and transportation in accordance with the Employers policy for all employee of that Employer. Meal expense shall not exceed the Internal Revenue Service allowance for meals and incidentals in effect at the time of the trip. Traveling employees will be informed of the rate of reimbursement prior to the trip.

4.03.03. When Employees are required to show up on the jobsite at a designated starting time the zone map and pay schedule for the inside construction agreement shall apply, including any incentive added for use of personal vehicle.

4.03.04. When Employees are required to travel to jobs overnight, the first four (4) hours of travel outside the regular work day, as described in Section 1 above, shall be compensated at the straight time rate. All travel hours over four (4) will be paid at the overtime rate.

4.03.05. Employees shall not be required as a condition of their employment, to furnish the use of an automobile or other conveyance to transport workers men, tools, equipment or materials. All facilities for such transportation shall be provided for by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time and from shop or job to home at quitting.

ARTICLE V LRT APPRENTICESHIP

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

5.01.02 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is eighty (\$0.80) cents for each hour worked by LRT Journey Level Worker and Foreman and one dollar and twenty cents (\$1.20) per hour for all apprentices covered by the terms of this Agreement. This sum shall be due the Trust and by the same date as is the payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI Fringe Benefits

6.01.01. HARRISON HEALTH & 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 \$9.30 (nine dollars and thirty cents) equal to the hourly rate for inside electrician, less the cost of retiree and pre-paid insurance, per hour for each

hour worked by all employees who perform work covered by the collective bargaining agreement between the employer and the Union.

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

6.01.03. Remittance shall be forwarded to the designated collector per Article VII of this agreement.

6.01.04. 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.

6.01.05. Upon recommendation of the Trustees of the Harrison Electrical Workers Health and Welfare Trust Fund and 60 days' notice, the contribution to the Fund may be increased by the joint signing of an amendment and the contribution increase made by the employer.

6.01.06. The above stated contribution rate includes \$9.00 for health care, \$0.05 per hour for the Electrical Industry Drug Free Workplace Program, and \$0.25 per hour for the post 65 retirement program.

6.02.01. The Harrison Health and Welfare contribution shall be added effective January 1, 2022, to fund the "Supplemental Flexible Benefit Fund" as described below.

The Harrison "Supplemental Flexible Benefit Fund" will fall under the Harrison Trust which will allow employees of classifications 4, 3, 2 and 1 an individual account to provide for additional monies, \$1.20 per hour (with future increases based on classifications #1 percentage), 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 allowably by law for approvable spending accounts in a cafeteria style plan i.e., child care, life insurance, long term care, deductible, co-pays, etc.

6.02.02 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.

6.03.01. VACATION. The employer agrees to withhold a vacation allowance of four percent (4%) of the gross hourly wage for each hour worked by employees employed under this collective bargaining agreement. This allowance is a part of wages and subject to all applicable taxes.

6.03.02. On or before the fifteenth of each month, the employer shall forward all assigned amounts to the Electrical Trust Funds, 601 NE Everett, Portland, Oregon, 97232, together with a record of hours worked and total amount withheld from each employee on the Fringe Benefit Report Form.

All vacation monies shall be deposited to the account of the Electrical Workers Local 48 Federal Credit Union.

The Electrical Workers Local 48 Federal Credit Union shall establish a vacation account for each employee covered by this Agreement and credit each with four percent (4%) of the gross hourly wage for each hour worked as reported on monthly reports.

The Union shall pay for all administrative expenses incurred in the operation of the plan other than those incurred within the individual employer's own office.

Annual time off for vacations for each employee subject to this Agreement shall be scheduled by mutual agreement between employer and employee, thirty (30) days in advance of scheduled date.

It is the intention that individual vacations should, as far as possible, be granted to each employee in accordance with recognized vacation practices. It is recognized that this may not always be practical due to exigencies of particular jobs, sickness or other sufficient reasons, and it shall be necessary in such cases to make vacation arrangements to fit the needs of each particular job or shop.

Withdrawal of Vacation Allowance by employee shall be arranged between the employee and the Electrical Workers Local 48 Federal Credit Union.

6.04.01. CREDIT UNION. Additional deductions may be assigned in writing through the First Interstate 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.

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

6.05.01. EDISON PENSION. Effective January 1, 2008, each individual employer shall pay the following rate to Edison Pension for each hour worked by the employees who performed work covered by the collective bargaining agreement to the Trustees of the Edison Pension Plan.

Hours worked shall be deemed to include straight time hours worked and actual overtime hours worked. **On overtime hours worked Edison contributions will be paid at the appropriate overtime rate.**

For all employees the following pension contribution schedule shall apply as outlined in Section 3.04.01.

Provisional	30%	Exempt
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Support Tech 5	33%	Exempt
Support Tech 4	35%	3.64
LRT 3 Support Tech 3	41%	4.25
LRT 2 Support Tech 2	50%	5.20
LRT JL Support Tech 1	57%	5.93

The parties to this contract agree and by this contract do designate as their respective representatives on the Board of Trustees such Employer or Union Trustees as will be selected in the manner provided by the Trust Agreement, together with their successors.

6.06.01. NINTH DISTRICT RETIREMENT PLAN. Each employer agrees to pay the appropriate contribution for each hour worked by all employees covered by this agreement to the IBEW District 9 Retirement Plan, a jointly trustee pension trust created pursuant to Section 302(c) 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 present employer trustees and their lawfully appointed successors. The parties to this agreement have also approved a provision which allows an employee voluntary contribution by making an appropriate reduction of the base wage rate. The contribution rate shall be as outlined in Section 3.04.01 as follows:

Provisional	30%	Exempt
Support Tech 5	33%	Exempt
Support Tech 4	35%	1.88
LRT 3 Support Tech 3	41%	2.20
LRT 2 Support Tech 2	50%	2.69
LRT JL Support Tech 1	57%	3.06

6.07.01. Cornell-Hart 401(k) Plan. The Parties to this Agreement, through their predecessors, have established the Cornell-Hart Pension Trust (the "Trust"). The parties to this Agreement affirm their sponsorship of the Trust.

The Trust is administered by a Board of Trustees composed of an equal number of Union representative and Chapter representatives. The parties to this Agreement agree and by this Amendment do designate as their respective representatives on the Board of Trustees such Employer or Union Trustees as have been selected in the manner provided by the Trust Agreement, together with their successors.

The Trustees have adopted the Cornell-Hart 1993 Plan which is an employee elective 401(k) account plan (the "Plan"). Starting March 1, 2017, any bargaining unit employee who has a pension contribution made on their behalf to the Ninth District Retirement Plan can, by written election, cause a per-dollar amount to be withheld from such employee's pay and transferred as a contribution to the Plan and Trust, to be held, invested and distributed only as provided in the Plan. The Trustees shall determine the optional per-hour elective deferral amounts available to various categories of employees. All such elective deferrals shall be subject to:

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

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

6.08.01 All Fringe Benefits and Trust Fund payments required under this Collective Bargaining Agreement shall be paid to the Trust Fund and Fringe Benefit accounts as required by the collection and delinquency section of the Inside Labor Agreement in the jurisdiction of the I.B.E.W. Local Union in which the employee was dispatched, regardless of the Local Union Jurisdiction the Employee actually performed the work

ARTICLE VII Training and Safety

7.01.01. Safety training shall be required by all Support Techs prior to doing any lighting maintenance work covered under their classification and on an annual, renewable basis. Current employees will be given up to 90 days for their initial training. Continuing education shall be required by all employees under this collective bargaining agreement, which shall include CPR and first aid, plus eight hours of safety training per year. To fund the continuing education requirements, all employers agree to pay \$.05 per hour to the NECA-IBEW Electrical Training Trust for all hours worked under this agreement. Lighting Techs shall receive 8 hours of training post hiring and preferably pre-job.

7.02.01. 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 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, the Union and Employer shall use the implemented area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the Union and Employer. 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 Employer to meet the requirements of those laws and regulations.

7.03.01. There shall be a Joint Safety Committee. The duties of this committee shall be to develop and recommend safe work rules that are equal or greater than the Standards for construction as established by applicable Federal and/or State laws. These safe work rules as recommended by the committee shall be submitted to the parties to this Agreement to be used as a part of this collective bargaining process. Any proposed changes or revisions in these safe work rules shall first be considered by this committee for their concurrence and recommendations before being acted upon by the parties to this Agreement.

7.03.02. It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties of this Agreement for possible inclusion in this Agreement.

This committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current committee members.

7.03.03. It is the Employers exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

ARTICLE VIII BALMCC

8.01.01. The parties to this Agreement agree that the Employer shall pay an additional \$0.20 (twenty cents) per hour to the minimum wage rates contained in this Agreement to all employees covered by this Agreement. This is because the Employer chooses not to be part of the BALMCC.

8.02.01. The Employer having fulfilled the requirement of Section 9.01.01, will be considered as having fulfilled their contribution to the BALMCC.

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

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 (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Oregon-Columbia Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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 COLLECTION

10.01.01. **COLLECTION** Employer contributions to employee benefit trust funds and contributions to the apprenticeship and training trust together with all employee wage withholdings (vacation, union dues, credit union, PAC), are due and payable on or before the 15th 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 through the ePR Live electronic payroll report a monthly report for each contribution or fringe benefit or wage withholding 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.

10.02.01. **LIQUIDATED DAMAGES DELINQUENCY CHARGE.** Any employer who fails to file a report or pay contributions or wage withholdings by the 20th of the month in which such report or payment is due 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 their liability, and shall pay the expenses of the audit if any delinquencies are found under the guidelines of any of the applicable trust agreements. Action to collect contributions may be brought in the name of the respective trust fund involved, its Trustees or any 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 to which contributions are allowed or required hereunder.

10.02.02. Any employer which is delinquent in the payment or reporting of contributions shall be liable for liquidated damages and for damages for loss of earnings and related administrative and collection expenses which may be difficult to assess. These liquidated damages are in

addition to contributions otherwise due. Damages for loss of earnings on contributions which are delinquent past the last day of the month in which they are due, shall be charged at the rate of twelve percent (12%) per year of the delinquent contributions from the first day of the month following the month in which they are due until paid. Liquidated damages for administrative and collection efforts or expenses shall be computed for each trust for delinquencies during each twelve consecutive calendar months as follows: (1) For the first delinquency, \$25 per full or partial calendar month of delinquency up to a maximum of \$100; (2) for the second delinquency, 5% of the contributions owed, or \$25 if greater, per full or partial calendar month of delinquency, up to a maximum of 20% or \$100 if greater; (3) for the third and subsequent delinquencies, 10% of contributions owed, or \$25 if greater, per full or partial calendar month of delinquency, up to a maximum of 20% or \$100 if greater.

10.03.01. The parties agree to abide by the terms and conditions established from time to time by the trustees of the various trust 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 for contributions due the trust funds in the manner and to the extent required by the collection policies and procedures established by the trust funds.

10.03.02. 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, and such delinquent employer shall also be liable for reasonable attorney fees for any action brought to recover the amount of said benefits.

10.04.01. 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 involved confirms that no amounts remain owing to said fund by said employer.

10.05.01. 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.

10.05.02. 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 with holdings; that delinquencies cause increased administration COSTS 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.

10.05.03. 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.

10.05.04. 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.

10.05.05. 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.

ARTICLE XI SEPARABILITY CLAUSE

11.01.01. 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 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 **January 1, 2024.**

Executed:

Vigor Works, LLC

LOCAL UNION NO. 48
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

DAWN CARTWRIGHT
HR Services and Risk Management,
Vice President

GARTH BACHMAN
Business Manager
Financial Secretary

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