



**Memorandum of Understanding
Between
IBEW Local 48
And
Oregon-Columbia Chapter, NECA**

It has been a long-standing goal of Local Union 48, IBEW (Union) and the Oregon-Columbia Chapter, NECA (NECA) to capture more of the work associated with lighting maintenance throughout the jurisdiction. In order to increase the likelihood that this work will be performed by a contractor under an IBEW Collective Bargaining Agreement, the Union and NECA agree to this Memorandum of Understanding (MOU), which allows a contractor to sign a Letter of Assent to the Commercial/Industrial Agreement without providing proof of employing a Signing Supervisor, under the following conditions:

The scope of work performed by a signatory contractor covered by this MOU shall be limited to the following:

- Repair by replacement of ballasts, lamp holders, and equipment that are a part of lighting fixtures;
- Upgrading of lighting fixtures by changing from magnetic to electronic-type ballasts or installing LED retrofit within an existing shell; and
- Performing of maintenance within the shell of the fixture, restricted to inside the shell of the fixture and limited to ballasts, lamp-holders, and equipment that is part of the lighting fixture.

A signatory contractor covered by this MOU agrees to the following prohibitions:

- NO relocation of any existing fixtures;
- NO adding of new lighting fixtures;
- NO performance of maintenance, including repair and/or replacement of ballasts and/or transformers in an electric sign; and
- NO performance of any work covered under the scope of the Commercial/Industrial Agreement except as identified in this MOU.

A signatory contractor covered by this MOU also agrees to remain in compliance with local and state licensing requirements, as well as all other requirements required by a governing body, for the work described in this MOU.

The ability to perform the scope of work described in this MOU shall be effective for one (1) year from the date the signatory contractor signs the Letter of Assent, after which the Letter of Assent shall be revoked unless proof of employing a Signing Supervisor has been received and approved by the Union.

The contractor will not be permitted to place a call into the Union's Hiring Hall nor receive any referrals unless proof of employing a Signing Supervisor has been received and approved by the Union previous to the referral request. The only exception to this prohibition is that the individual signing the Letter of Assent as the representative of the contractor covered by this MOU may be dispatched to that same contractor covered by this MOU.

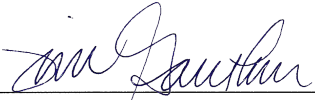
Hourly wages and fringe benefits will continue to be paid at a rate no less than the Journeyman Inside Wireman rate under the Commercial/Industrial Agreement for work performed under this MOU.

Any violation of this MOU as determined by the Local 48 Business Manager shall result in the immediate termination of the contractor's signatory status with the Union.

This MOU shall not be precedent setting, used in any Favored Nations Challenges, or used in any negotiations in the future. The Union and NECA agree that this is a modification to the requirements to be signatory to the Commercial/Industrial Agreement for the scope of work as described in this MOU only. The Local 48 Business Manager may terminate this MOU with 30-day written notification.

Dated this 26th day of January, 2022.

Oregon-Columbia Chapter, NECA:

By: 
Timothy J. Gauthier
Executive Manager

IBEW Local Union 48

By: 
Garth Bachman
Business Manager