

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 the movement of manufacturers' tools and electrical equipment. The initial focus of this goal was the movement of manufacturers' tools at Intel jobsites, but the Union and NECA have agreed to expand the Tool Support classification in order to increase the likelihood that this work will be performed by an individual working under an IBEW Collective Bargaining Agreement. The Union and NECA therefore agree to this Memorandum of Understanding (MOU), which allows for the usage of the Tool Support classification under the Commercial/Industrial Agreement throughout the Union's jurisdiction, and also expands the scope of work allowed to be performed by those in the Tool Support classification.

The scope of the work under the Tool Support classification is now as follows:

Those in the classification of Tool Support shall be permitted in their scope of work to move manufacturers' tools and the associated equipment, as well as any other electrical equipment or apparatus, including but not limited to transformers, switchgear, and distribution boards. Moving does not include installing, anchoring, or fastening. Those dispatched under the Tool Support classification are not required to have an electrical license, but may be required to have scope-related training/certifications.

Hourly wages and fringe benefits will continue to be paid to those in the Tool Support classification at a rate no less than what Journeymen Wiremen receive under the Commercial/Industrial Agreement. In order to continue to facilitate the dispatch of those in the Tool Support classification, the Union and NECA agree to maintain Book 5 (otherwise known as Group V) as part of the Out-of-Work List for the Commercial/Industrial Agreement.

Additionally, in furtherance of the joint goal of having a "strong, educated and productive local workforce" as provided for in the Code of Excellence, the Union and NECA agree that when reductions for those employed under the classification of Tool Support occur due to lack of work, employers will lay off employees dispatched from Book 5 first.

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

DATED this $\frac{5}{2}$ day of $\frac{1}{2}$

OREGON-COLUMBIA CHAPTER, NECA

LOCAL UNION 48, IBEW

Timothy J. Gauthier
Executive Manager

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