

OREGON-COLUMBIA NECA/IBEW LOCAL 48
APPRENTICE PORTABILITY
MEMORANDUM OF UNDERSTANDING

In an effort to train the next generation of electricians within the jurisdiction of IBEW Local Union 48 and the Oregon Columbia Chapter of NECA, the undersigned hereby agree to the following modifications to the “International Agreement on Employee Portability” and respective collective bargaining agreements:

A contractor, who is bound by the current Commercial/Industrial, Residential, or Sound & Communication collective bargaining agreements between IBEW Local 48 and NECA’s Oregon Columbia Chapter may transfer bargaining unit apprentices from the referenced IBEW Local Union’s jurisdiction into the jurisdiction of another IBEW Local Union to perform bargaining unit work.

It is agreed that employers may have portability under this agreement even when they have a shop in the “visited” jurisdiction. This is not meant to change the interpretation of the National Portability Agreement and will not be used as precedent setting if this agreement is terminated or not renewed.

In order for the apprentices to accrue training hours while working out of the state for their Oregon based apprenticeship, contractors must adhere to the Oregon Apprenticeship Standards. They must work at the ratio by the Local 48 CBA, working with an Oregon Licensed Journeyman in the ratio required.

Apprentices must receive the pay and benefits that are entitled to per the respective Oregon-Columbia NECA/IBEW 48 Collective Bargaining Agreement(s).

All fringe benefits must be paid into the Local jurisdiction fringe benefit Trusts where the work is being performed. The NIETC cent per hour contribution must be paid per the IBEW Local 48 agreement on top of any local JATC contribution.

Contractors utilizing this MOU will provide monthly reporting to the NIETC that will include the number of Oregon Licensed Journeymen working at the site of work.

All other provisions and requirements of the “International Agreement on Employee Portability” and respective collective bargaining agreements, not specifically modified by this MOU, shall remain intact.

It is agreed that all other conditions not listed herein shall be governed by the collective bargaining agreement for the jurisdiction the work is being performed in.

Contractor failure to comply with provisions of this MOU shall be resolved as follows:

First violation – The Union shall issue a written notice demanding the Contractor to come immediately, into compliance. The Union shall send a copy of the notice to both the Contractor’s home NECA Chapter and visited jurisdiction's Union and NECA Chapter.

Second violation (or failure to come into compliance after a first violation notice) – The contractor in violation shall be assessed a penalty of \$100.00 per day for each day of non-compliance, payable to the Local Union where the violation occurred.

Third violation – in addition to aforementioned penalties, the contractor in violation shall be denied the right to exercise this MOU for a period of not more than one year following date of violation

NOTE: Any second violation assessment or third violation MOU suspension may be appealed via the collective bargaining agreement grievance procedure in the IBEW Local Union – NECA Chapter jurisdiction in which the violation occurred. The only issue to be appealed will be whether or not a violation occurred, not the amount of the penalty.

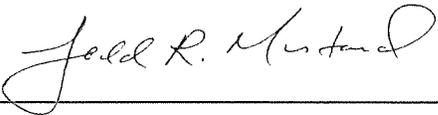
Prior to transferring an Apprentice, the contractor must contact the NECA-IBEW Electrical Training Center (NIETC) and make a written request, using an approval form developed for this purpose, to transfer. The Training Director, or his/her assignee, will review the request for completeness and will forward the request to the visited JATC. The visited JATC Training Director shall approve or deny the request and return it to the NECA-IBEW Electrical Training Center. All efforts shall be made to complete the approval/denial process within 5 full business days.

It is understood that the visited JATC Training Director, under the guidance of the visited JATC Committee, is exclusively responsible for approving or denying all requests to transfer Apprentices. Transfer requests shall be denied any time the visited JATC has unemployed Apprentices.

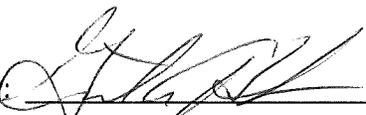
Any apprentice that cannot have funds transferred via the ERTS program may not be transferred.

OREGON-COLUMBIA CHAPTER, NECA

LOCAL UNION 48, IBEW

By: 

Todd R. Mustard
Executive Manager

By: 

Garth Bachman
Business Manager

Date: 2/23/2026

Date: 02/23/2026