

MEMORANDUM OF AGREEMENT ON CONTRIBUTIONS RESULTING FROM PORTABILITY OF EMPLOYEES

This Memorandum of Agreement (“MOU”), effective March 1, 2025, is by and between the following local unions of the International Brotherhood of Electrical Workers (“IBEW”) – Local 48 and Local 401; and the following chapters of the National Electrical Contractors Association (“NECA”) - Oregon-Columbia NECA and Greater Sacramento NECA; and is made with regard to the following facts and circumstances:

A. WHEREAS, pursuant to the Agreement on Employee Portability dated March 3, 1993 (“Portability Agreement”) by and between the IBEW and the NECA, a contractor that is a member of NECA and who is bound by a collective bargaining agreement between a IBEW Local Union and a NECA Chapter may bring certain bargaining unit employees of that IBEW Local Union into the jurisdiction of another IBEW Local Union; and

B. WHEREAS, pursuant to the Electrical Industry Pension Reciprocal Agreement and the Electrical Industry Health and Welfare Reciprocal Agreement (“Reciprocity Agreements”), a contractor working in the jurisdiction of an IBEW local union under the Portability Agreement is required to pay pension and health fringe benefit contributions on behalf of employees working in that jurisdiction to the Participating Fund(s) (as defined in the Reciprocity Agreements) in the IBEW local union’s jurisdiction in which the work is performed; and

C. WHEREAS, pursuant to the Reciprocity Agreements, Participating Fund(s) in the IBEW local union jurisdiction in which an employee has performed work are required to transfer the pension and health contributions to the employee’s designated Home Funds registered on Electronic Reciprocal Transfer System (“ERTS”) (as defined in the Reciprocity Agreements); and

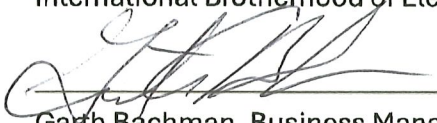
D. WHEREAS, the Parties wish to enter into this MOU, as an alternative to ERTS, to provide that member contractors of Oregon-Columbia NECA that bring an employee into the jurisdiction of Local 401 under the Portability Agreement will pay pension and health contributions directly to that employee’s Home Funds at the current rates for such contributions as provided for in the applicable collective bargaining agreements (“Oregon-Columbia CBAs”) between Oregon-Columbia NECA and Local 48 and in accordance with the rules and governing documents of the Home Funds, notwithstanding the provisions of the Reciprocity Agreements; and

responsible for the collection of delinquent contributions owed to those Home Funds under this MOU.

4. This MOU does not modify or change a contractor's obligation to report and/or pay contributions to the National Electrical Benefit Plan.

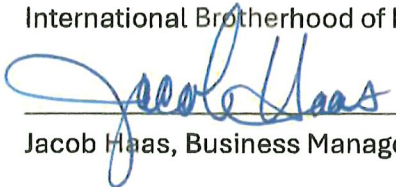
5. The Parties recognize that when a contractor that is a member of Oregon-Columbia NECA causes a bargaining unit employee of a Oregon-Columbia Local to perform work in the jurisdiction of Local 401, contributions to a labor-management cooperation committee, contributions to a training program or trust fund, contributions to an industry fund, and working dues shall be reported and local paid as provided for in the N. Nev. CBAs.

International Brotherhood of Electrical Workers Local 48



Garth Bachman, Business Manager

International Brotherhood of Electrical Workers Local 401



Jacob Haas, Business Manager

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Fran McDermott, Chapter Manager