

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

E. WHEREAS, the Oregon-Columbia CBAs and the collective bargaining agreements (“N. Nev. CBAs”) between Greater Sacramento NECA and Local 401 require contractors to deduct from employees’ wages certain amounts for a vacation and/or paid leave benefit (collectively “Vacation Benefits”); and

F. WHEREAS, the Parties wish to enter into this MOU to provide that member contractors of Oregon-Columbia NECA that bring an employee into the jurisdiction of Local 401 under the Portability Agreement will make the wage deduction for Vacation Benefits pursuant to the Oregon-Columbia CBA of the Oregon-Columbia Local for which the employee is a member, and will disburse that deduction pursuant to terms of that Oregon-Columbia CBA.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

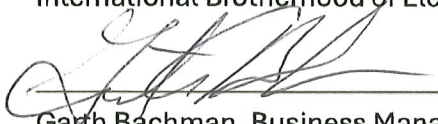
1. When a contractor that is a member of Oregon-Columbia NECA causes a bargaining unit employee of a Oregon-Columbia Local to perform work in the jurisdiction of Local 401 under the Portability Agreement, that contractor shall (A) report and pay pension and health contributions for said work directly to the Home Funds of the employee performing work, not to the pension and health funds that would otherwise be entitled to contributions under the N. Nev. CBAs; and (2) make and disburse the wage deduction for Vacation Benefits pursuant to the Oregon-Columbia CBA of the Oregon-Columbia Local for which the employee is a member, not pursuant to the N. Nev. CBAs.
2. Contributions paid to the Home Funds pursuant to paragraph 1 shall be reported and paid at the rate(s) provided for in the Oregon-Columbia CBAs and in accordance with the rules and provisions of the Home Funds governing documents. The rates required pursuant to this paragraph include those paid pursuant to any applicable Funding Improvement Plan or Rehabilitation Plan.
3. Any and all provisions in the Oregon-Columbia CBAs and the Home Funds’ governing documents regarding timely reporting and payment of contributions apply to amounts owed to the Home Funds under this MOU. This includes, but is not limited to those provisions regarding the Home Funds’ right to audit contractors, and those provisions regarding interest, liquidated damages, audit costs, attorneys’ fees, and litigations costs for unpaid or untimely contributions. The Oregon-Columbia Home Funds will remain

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.

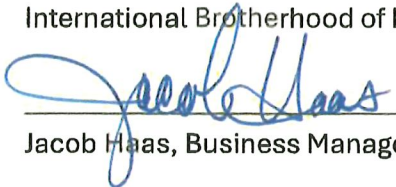
5. The Parties recognize that when a contractor that is a member of Oregon-Columbia NECA causes a bargaining unit employee of a Oregon-Columbia Local to perform work in the jurisdiction of Local 401, contributions to a labor-management cooperation committee, contributions to a training program or trust 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



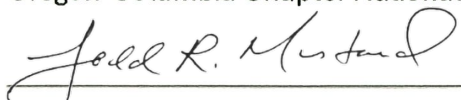
Garth Bachman, Business Manager

International Brotherhood of Electrical Workers Local 401



Jacob Haas, Business Manager

Oregon-Columbia Chapter National Electrical Contractors Association



Todd Mustard, Chapter Manager

Greater Sacramento Chapter National Electrical Contractors Association



Fran McDermott, Chapter Manager