

**Council on Industrial Relations**  
**for the**  
**Electrical Contracting Industry**



DECISION NO. 8870

Portland, Oregon  
November 19, 2024  
Inside

PARTIES IN DISPUTE:

Oregon-Columbia Chapter, NECA  
Local Union No. 48, IBEW

PRESENTATION:

By brief and oral argument for Both

APPEARANCES:

For Oregon-Columbia Chapter, NECA: T. Mustard, S. Rheume  
For Local Union No. 48, IBEW: G. Bachman, J. Carter

MATTERS IN DISPUTE:

1. Alleged violation of Article II, Section 2.07 – Recognition Clause
2. Alleged violation of Article II, Section 2.20 – Annulment/Subcontracting
3. Alleged violation of Article III, Section 3.15 – Scope of Work
4. Alleged violation of Article XII, Section 12.01 – Code of Excellence

MEMBERS OF COUNCIL SITTING:

FOR THE EMPLOYER

D. Laffoon  
S. Krieg  
L. Bell  
C. Foster  
D. Hahn  
J. Savage

FOR THE UNION

M. Monahan  
R. Bausch  
B. Mayfield  
D. Mondragon  
T. O'Donnell  
J. Wheeler

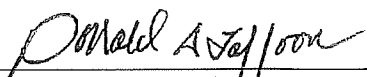
DECISION:

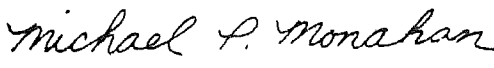
After careful consideration of the evidence submitted, the Council rules as follows:

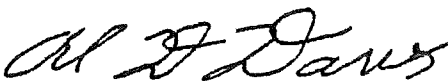
In the instant case, the Council directs the parties to sign the following attached Memorandum of Understanding upon receipt of this Council decision:

UNANIMOUSLY ADOPTED:

Washington, DC  
November 19, 2024

  
\_\_\_\_\_  
Acting Co-Chairman

  
\_\_\_\_\_  
Acting Co-Chairman

  
\_\_\_\_\_  
Secretary

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

IBEW Local 48 and Oregon-Columbia Chapter, NECA, (“NECA”) (hereinafter “the Parties”) agree to the terms listed in this Memorandum of Understanding (hereinafter referred to as the “Prefab MOU”) to address concerns around prefabrication/preassembly, its effects on market share, and the impact on the scope of work covered by the Parties’ Commercial/Industrial Agreement.

**Onsite Prefabrication/Preassembly**

IBEW Local 48-represented employees will perform all prefabrication/preassembly work on job sites within IBEW Local 48’s jurisdiction, under the terms and conditions of this Commercial/Industrial Agreement.

**Offsite Prefabrication/Preassembly**

IBEW Local 48-represented employees will perform the fabrication, assembly, and transportation of materials such as, but not limited to, strut assemblies, hangers, trapezes, brackets, and any/all electrical products that do not require an electrical license to build in Oregon and/or Washington will be conducted at a ratio of one (1) Journeyman wireman, one (1) Apprentice Wireman and two (2) Industry Support Techs/Material Handlers (MH). The first worker on an offsite Prefabrication/Preassembly crew shall be Journeyman Wireman. Electrical products that require an electrical license to build in Oregon and/or Washington must be fabricated and assembled onsite.

**Compensation and Hiring**

Material Handlers utilized under this MOU will be compensated at the MH-5 level or higher. They may be requested from the union from the current MH dispatch book or hired directly and referred to the IBEW as per Article 2.02.02 of the Material Handler Agreement. Utilizing applicants from the apprenticeship ranked list is encouraged whenever possible.

**Terms and Conditions**

All terms and conditions not covered by this MOU shall be governed by the Commercial/Industrial Agreement. This MOU shall not be interpreted as prohibiting the purchase of any non-custom stock or manufactured item. However, custom assemblies of such materials must be performed by IBEW Local 48 members.

IBEW Local 48, the NECA Chapter, and the contractors bound by the Commercial/Industrial Agreement agree to take all necessary actions to withdraw and/or dismiss all legal actions and grievances concerning the scope of work covered

by this MOU. No grievance, charges, or lawsuits shall be filed for alleged violations occurring prior to the date on which this MOU is signed.

**Severability and Duration**

Should any provision of this Prefab MOU be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Prefab MOU in full force and effect and the Parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

This MOU shall remain in effect for the duration of the current Commercial/Industrial Agreement between the parties (December 31, 2026), commencing on the day the Prefab MOU is signed. Local 48 and NECA agree to meet bi-monthly to discuss the issues triggering potential problems and partner where possible to identify ways to continue the MOU. If the parties cannot mutually agree to issues either party will provide sixty (60) days' notice of cancellation prior to December 31, 2026.

DATED this 12<sup>th</sup> day of Dec 2024

OREGON COLUMBIA CHAPTER, NECA

By: 

Todd R. Mustard  
Executive Manager

LOCAL UNION 48, IBEW

By: 

Garth Bachman  
Business Manager



# THE COUNCIL ON INDUSTRIAL RELATIONS FOR THE ELECTRICAL CONTRACTING INDUSTRY

OFFICE OF THE SECRETARY • 900 7th STREET, N.W. • WASHINGTON, D.C. 20001  
PHONE (202) 728-6165 • FAX (202) 728-6168 • WEBSITE: WWW.THECIR.ORG

December 6, 2024

Mr. Todd R. Mustard  
Executive Manager  
Oregon-Columbia Chapter, NECA  
601 NE Everett Street  
Portland, OR 97232

Mr. Garth Bachman  
Business Manager  
IBEW Local Union 48  
15937 NE Airport Way  
Portland, OR 97230

## **RE: Interpretation of Council on Industrial Relations Decision – Prefabrication MOU**

Dear Managers,

This letter is in response to a request for an interpretation from Business Manager Garth Bachman regarding the November 19, 2024, Council preliminary decision between IBEW Local Union 48 and the Oregon-Columbia Chapter, NECA specific to case #2597. The request asked if the “withdrawal and/or dismiss all legal actions” within the Terms and Conditions section of the Memorandum of Understanding (M.O.U.) would mean that all parties are responsible for their own legal fees.

The decision of CIR directing the parties bound by the Commercial/Industrial Agreement to “agree to take all necessary actions to withdraw and/or dismiss all legal actions and grievances concerning the scope of work covered by this MOU” was what is best for the industry. Council intention was that each party is responsible for their own legal fees and not to engage in any other legal action regarding this settlement.

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Steve Krieg  
Treasurer, CIR

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Al D Davis  
Secretary, CIR

SK/ADD:raf

Copy to: David E. Reaves Jr., International Vice President, IBEW Ninth District  
Ted Uppole, Executive Director, Western Region, NECA



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December 3, 2024

Mr. Todd R. Mustard  
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Oregon-Columbia Chapter, NECA  
601 NE Everett Street  
Portland, OR 97232

Mr. Garth Bachman  
Business Manager  
IBEW Local Union 48  
15937 NE Airport Way  
Portland, OR 97230

## **RE: Interpretation of Council on Industrial Relations Decision – Prefabrication MOU**

Dear Managers,

This letter is in response to a request for an interpretation from Executive Manager Todd R. Mustard regarding the November 19, 2024, Council preliminary decision between IBEW Local Union 48 and the Oregon-Columbia Chapter, NECA specific to case #2597. The request contained two (2) items for clarification that will be addressed in the following interpretation.

First, the Chapter requests clarification on Council's Memorandum of Understanding (M.O.U.) the parties are directed to sign. The M.O.U. states, "Electrical products that require an electrical license to build in Oregon and/or Washington must be fabricated and assembled onsite." The Council interprets that the current practice of prefabricating licensed electrical work using Journeymen and Apprentices offsite is within the scope of the Memorandum and the use of Material Handlers' classifications in offsite prefabrication shall only be used for non-licensed prefabrication work.

Second, the Chapter requests clarification of the Severability and Duration section of the M.O.U. This section of the M.O.U. is clear that the "M.O.U. shall remain in effect for the duration of the Commercial/Industrial Agreement between the parties" and a sixty (60) day notice of cancellation prior to December 31, 2026, is required to cancel the M.O.U. by either party.

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Steve Krieg  
Treasurer, CIR

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Al D Davis  
Secretary, CIR

SK/ADD:raf

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Ted Uppole, Executive Director, Western Region, NECA