

NOTICE:

Please contact the Chapter office prior to utilizing any Agreement or MOU that you have not used previously.

AGREEMENT ON EMPLOYEE PORTABILITY

This revised agreement, between the International Brotherhood of Electrical Workers ("IBEW") and the National Electrical Contractors Association ("NECA"), shall become effective on January 1, 1997. This agreement shall apply throughout the United States, and, except as provided in paragraph 3, it shall supersede any inconsistent provisions of agreements between Local Unions of the IBEW and Chapters of NECA.

The IBEW and NECA agree as follows:

1. A contractor who is a member of NECA and who is bound by a collective bargaining agreement between one IBEW Local Union and a NECA Chapter may bring up to four bargaining unit employees employed in that Local Union's jurisdiction ("bargaining unit employees") into the jurisdiction of another IBEW Local Union, provided that the contractor is bound by a collective bargaining agreement with that other Local Union covering the work to be performed. No more than four bargaining unit employees may be employed at any one time under this paragraph in the jurisdiction of that other Local Union.

2. A contractor who is a member of NECA and who is bound by a collective bargaining agreement between one IBEW Local Union and a NECA Chapter may bring up to two bargaining unit employees per job from that Local Union's jurisdiction into the jurisdiction of another IBEW Local Union to perform specialty work or service and maintenance work, provided that the contractor is bound by a collective bargaining agreement with that other Local Union covering the work to be performed.

3. Notwithstanding the provisions of paragraphs 1 and 2 of this agreement, a NECA Chapter and an IBEW Local Union may agree that a contractor may bring more bargaining unit employees than permitted by those paragraphs into that Local Union's jurisdiction, provided that the contractor meets all of the qualifications described in paragraphs 1 and 2 of this agreement.

4. A contractor bringing bargaining unit employees into a Local Union's jurisdiction pursuant to paragraphs 1 or 2 of this agreement will provide that Local Union, either before such employees begin working or on the first weekday on which such employees work, with the names and social security numbers of the employees and the location and identity of the job on which they will be or are working.

5. In all other respects, a contractor bringing employees into a Local Union's jurisdiction pursuant to paragraphs 1 or 2 of this agreement will comply with all of the terms of the collective bargaining agreement applicable to the work performed.

6. In times of unemployment in the jurisdiction of a Local Union where the work is to be performed, the traveling contractor shall be allowed to bring in the first two (2) bargaining unit employees. The next two (2) bargaining unit employees shall come from the Local Union where the work is to be performed. The next bargaining unit employee will be from the traveling Local Union, followed by the next bargaining unit employee from the Local Union where the work is performed. This system may continue until the

traveling contractor has a total of no more than four (4) bargaining unit employees in the Local Union jurisdiction.

7. Times of unemployment shall be defined as periods where unemployment exceeds 10% of the bargaining unit employees for a period of three (3) weeks in the Local Union in whose area the work is being performed. Those persons who are on Book 1 and are not available for employment within 48 hours of a request for bargaining unit employees shall not be considered as unemployed. Any questions or interpretations of what constitutes unemployment shall be referred to the IBEW International Vice President and the NECA Regional Director.

8. The purpose of this agreement is to allow a traveling contractor to bring into another jurisdiction a limited number of bargaining unit employees already on the payroll who are knowledgeable of the contractor's work practices and the customer's requirements for start up and completion of the work to be performed. Any bargaining unit employee being assigned into the jurisdiction of another Local Union under this agreement must have been employed by the inside or outside traveling contractor for a period not less than two (2) weeks immediately prior to traveling to the job where the work is to be performed unless a lesser period is agreeable with the receiving Local Union.

9. This agreement is intended to apply only to contractors who are members of NECA, and nothing herein is intended to limit or otherwise affect the right of the IBEW

or its affiliated Local Unions to bargain with any other person, firm, corporation, or entity with regard to subjects similar or identical to those herein.

10. This agreement will not apply to any work performed under the Joint National Agreement for Instrument Technicians, the Outside Utility Construction National Project Agreement, the National Teledata Agreement, or any International Specialty Agreement.

11. This agreement will remain in effect from year to year. Either party may terminate this agreement by providing the other with written notice at least 180 days prior to the next anniversary date of this agreement

Signed this 20th day of December, 1996.

For the International Brotherhood
of Electrical Workers



J. J. Barry
International President

For the National Electrical
Contractors Association



John M. Grau
Executive Vice President

QUESTIONS AND ANSWERS ON

IBEW-NECA AGREEMENT ON EMPLOYEE PORTABILITY

1. Does the agreement mean only NECA contractors are allowed to bring in four (4) employees?

For legal reasons, the specific agreement is between the IBEW and NECA. Item 6 of the agreement covers non-NECA union contractors that are bound by a collective bargaining agreement covering the work performed. It is the IBEW's position that these non-NECA union contractors will be afforded the same provisions as the NECA contractor.

2. Do the employees have to be Journeymen, Foremen, or General Foremen, or can the employer bring in apprentices?

The agreement speaks for itself. The contractor may bring up to a maximum of four (4) bargaining unit employees for a job. This includes bargaining unit employees acting as Foremen and/or General Foremen. If the contractor had four (4) jobs in the jurisdiction of the receiving local union, he or she could have only one (1) bargaining unit employee from the sending local on each job. Apprentices are placed on jobs in their jurisdiction by their own JATC. They are not to be moved under this agreement.

3. Can the incoming employees be shifted from job to job?

Yes.

4. Do the employees have to be employed by the employer prior to being sent in to another jurisdiction and for how long?

The incoming bargaining unit employees must be on the payroll of the inside or outside traveling contractor for a period of at least two (2) weeks immediately before moving into another jurisdiction unless a lesser period is agreeable with the receiving local union.

5. Are the fringe benefits, working dues, etc., paid to the local union where the work is?

Yes. As indicated in the agreement, the incoming contractor is bound by a collective bargaining agreement with the local union where the work is performed.

6. How does the local union where the work is get the necessary papers signed for reciprocity of health and welfare, pension, working dues, etc.?

It is the responsibility of the incoming bargaining unit employee to complete the necessary forms required for reciprocity of fringes, etc. However, it is not necessary for the incoming member to physically report to the local unions where the work is to be performed, since the necessary information has been provided by the employer.

7. How does the local union where the work is know that proper wages and fringes are paid to the employees?

The local union would have knowledge of wage and fringes paid the same as they do for any contractor that is signatory to their collective bargaining agreement.

8. Is the contractor required to hire any employees through the local union where the work is?

The answer to this question could be either "yes" or "no" depending on the total number of employees needed to perform the work.

9. If a contractor violates the agreement, can he be restricted from using the agreement?

Such a violation would be handled under the appropriate sections of the collective bargaining agreement dealing with disputes. A contractor found in a violation or multi-violations of the agreement by the grievance procedure may be subject to appropriate remedies.

10. Can a contractor based in the jurisdiction of Local A with a shop/office move employees under the Portability Agreement to a job in Local B where he also has a shop/office? The contractor is, of course, signatory to a collective bargaining agreement in both Local A and Local B.

No, he cannot. In the example above, the contractor obtains his work force from Local B where the work is and where he also has a shop/office.

11. In Item 2 they refer to specialty work. What is specialty work? Are the two (2) employees part of the four (4) employees in Item 1?

Item 2 in the agreement covers specialty work or service and maintenance work where a contractor is a party to your local collective bargaining agreement. The intent of the paragraph is to cover and maintain a portability practice that has been in existence in most local unions for many years. In this example, the two (2) employees on this type of work are not part of the maximum of four (4) employees in Item 1.

12. How would non-NECA union contractors be able to obtain similar portability provisions?

If the non-NECA contractor is signatory to an agreement that contains a favored nations clause, the contractor could invoke that clause to obtain the four- (4) employee portability provision.

If the local union changes its multi-employer collective bargaining agreement to adopt the new portability language, a non-NECA contractor signatory to a Letter of Assent would then be able to utilize the four- (4) employee portability provision.

It is the IBEW's policy that the portability provision should be made available to all contractors.

13. How does the provision concerning unemployment affect existing work?

If an unemployment situation should come into existence after a traveling contractor comes into a jurisdiction, the terms of the full portability agreement continue to apply to the specific job in question.