

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.