



NECA-IBEW NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

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MEMORANDUM

March 21, 2011

TO: All IBEW Local Union Business Managers
All NECA Chapter Managers

RE: National Outside Portability Agreement

Since the March 15, 2010 announcement and distribution of the new *National Outside Portability Agreement*, a number of questions arose as to its scope and application. The IBEW-NECA Joint Transmission and Storm Task Force has met and amended the agreement to address those concerns. It has been modified to clarify its intent and to address the questions that arose following its initial release, while retaining the employers' ability to maintain an intact core of IBEW employees on all outside line transmission construction jobs or projects of 100kv or above.

The *Amended National Outside Portability Agreement* is a stand alone agreement. Contractors wishing to use this agreement must be signatory to the local outside collective bargaining agreement where the work is being performed to utilize this agreement. Except for providing for enhanced portability under its terms, this agreement does not affect and is not affected by the other terms and conditions of the local outside collective bargaining agreements where the work is being performed, and all other terms and conditions of such local agreements shall apply to that work.

The *Amended National Outside Portability Agreement* continues the effective dates of the original agreement which has been in effect since March 15, 2010, and therefore shall remain in effect until March 31, 2013, unless otherwise changed as specifically provided for therein. We are confident that both local unions and signatory contractors will work cooperatively to use this agreement to build the industry.

Sincerely,

John M. Grau
CEO, NECA

Fraternally,

Edwin D. Hill
International President, IBEW

National Outside Portability Agreement

This agreement made and entered into by and between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, is applicable to all firms who sign a Letter of Assent to be bound by an outside construction agreement between any line construction chapter of NECA and any local union of the IBEW. The IBEW may make this agreement available to other employers in the outside electrical construction industry who are signed to like outside construction agreements as mentioned above.

This agreement shall take effect March 15, 2010, as amended February 1, 2011 and shall remain in effect until March 31, 2013, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from April 1 through the last day of March of each year, unless either party terminates this agreement by providing written notification to the other party at least 90 days prior to the expiration date of the agreement or any anniversary date occurring thereafter.

The term *NECA*, as hereinafter used, shall mean the National Electrical Contractors Association. The term *chapter* shall mean the applicable chapter of NECA. The term *employer* shall mean an individual firm that has signed a Letter of Assent to an "outside" construction agreement as mentioned above.

The term *IBEW* or *union*, as hereinafter used, shall mean the International Brotherhood of Electrical Workers. The term *local union* shall mean an IBEW local union.

The agreement shall apply to all outside line transmission construction work as follows:

- 1) For each transmission job or project of 100kv or above with a work force that will not exceed 15 employees during the course of the job or project, the employer may bring in workers on a one for one ratio.
- 2) For each transmission job or project of 100kv or above with a work force during the course of the job or project of greater than 15 employees, and the unemployment of Linemen on Book 1 in the Local Union of where the work is to be performed is greater than 10%, the employer may bring in the first 5 workers. Subsequent employees shall be employed on a one for one basis with the first from the local union where the work is being performed (site), followed by an employee of the employer and so forth and so on.
- 3) For each transmission job or project of 100kv or above with a work force during the course of the job or project of greater than 15 workers, and the unemployment of Linemen on Book 1 in the Local Union of where the work is to be performed is 10 % or less, the employer may bring in the first ten workers employed by the

employer under portability, provided they have been employed for at least two weeks prior to the start of the job. Subsequent employees shall be employed on a one for one basis with the first from the local union where the work is being performed (site), followed by an employee of the employer and so forth and so on.

- 4) Employers shall notify the Local Union in writing prior to the start of a project of their intention to use the amended National Outside Portability Agreement.
- 5) Disputes resolution will be handled through the grievance procedure in the local agreement where the work is being performed in accordance with the original Memorandum of March 15, 2010.
- 6) Under the National Outside Portability Agreement the 1 to 1 hiring ratio shall be maintained during reductions in the work force. This does not include the base number of employees allowed (either 5 or 10) depending on the unemployment situation.
- 7) "Unemployment" is determined by the number of Linemen on Book 1 at the start of the job or project where the work is being performed as per the language contained in the National Portability amendment of 1996 and modified accordingly to refer to Book 1 Linemen as follows: "Unemployment" shall be defined as periods where unemployment exceeds 10% of the Book 1 Journeyman Linemen for a period of three (3) weeks in the Local Union in whose area the work is being performed. Those Journeyman Linemen who are on Book 1 and are not available for employment within 48 hours of a request for Journeyman Linemen shall not be considered as unemployed. Any questions or interpretations of what constitutes unemployment shall be referred to the IBEW International Vice President and NECA Regional Executive Director.
- 8) Substations that are included in a bid as part of a larger 100kv or above transmission job or project are covered by the agreement. Stand alone substation jobs or projects bid separately may be covered by the agreement if mutually agreed to by the parties.
- 9) The Agreement as amended constitutes the entire understanding between the parties to this Agreement and is not affected by any rules, regulations, policies or procedures contrary to or in addition to the provisions contained within this Agreement.