



**LETTER OF UNDERSTANDING ON  
EMPLOYEE PORTABILITY**

**BETWEEN**

**THE NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION, MILWAUKEE AND WISCONSIN  
CHAPTERS, ALONG WITH THEIR  
PARTICIPATING DIVISIONS**

**AND**

**THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNIONS  
#14, 127, 158, 159, 388, 430, 494, 577, AND 890**

This Letter of Understanding (LOU) between the Milwaukee and Wisconsin Chapters, N.E.C.A., along with their participating Divisions, and the I.B.E.W. Local Unions 14,127,158,159,388 430, 494, 577, and 890 shall become effective July 1, 2017. This Letter of Understanding (LOU) between the Milwaukee and Wisconsin Chapters, shall apply only to those geographical jurisdictions where both the I.B.E.W. Local Union and Corresponding N.E.C.A. Division are in mutual agreement with the terms of this Letter and affix their respective signatures.

This Agreement shall take effect June 1, 2017, and shall remain in effect through June 30, 2018, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1<sup>st</sup> through June 30<sup>th</sup> of each year, unless changed or terminated in the way later provided herein.

The parties agree as follows:

- 1) The purpose of this LOU is intended to foster the ability of Employers to meet the needs of customers, increase efficiency, and address the competitive requirements of the marketplace by allowing bargaining unit employees already on payroll who are knowledgeable of the Employer's work practices and the customer's requirements for the work to be performed, to work outside of their referring jurisdiction.
- 2) This LOU shall apply only to work performed under the Inside and Residential Agreements.
- 3) For the purpose of this LOU, the "Host Local Union" will mean the local union jurisdiction where the work is to be performed. The "Referring Local Union" will mean the local union from which the employees were referred.
- 4) An Employer who is bound by a Collective Bargaining Agreement between one of the I.B.E.W. Local Unions and a corresponding N.E.C.A. Chapter signatory to this LOU may initially bring up to four (4) bargaining unit employees, employed in the Referring Local Union jurisdiction into a Host Local Union jurisdiction, provided that both the Host and Referring Local Union are signatory to this LOU, after the initial four (4) the Employer may bring in one (1) additional bargaining unit employee for every one (1) bargaining unit employee hired from the current referral list of the Host Local Union (one for one).
- 5) In times of unemployment in the jurisdiction where the work is to be performed, the traveling contractor shall be allowed to bring in the first two (2) bargaining unit employees. After the initial two (2) the Employer may bring in one (1) additional bargaining unit employee for every one (1) bargaining unit employee hired from the current referral list of the Host Local Union (one for one) until 10 bargaining unit employees of the Host Local Union have been referred or until the list of Journeymen Wiremen in Group 1 has been exhausted. Following those conditions, the Employer may bring in one (1) bargaining unit employees for every two (2) bargaining unit employee hired from the current referral list of the Host Local Union. This system may continue without limitation.

Time of unemployment shall be defined as period where unemployment exceeds 10% of bargaining unit employees for a period of three weeks in the Local Union in whose area the work is being performed.



- 6) An Employer employing bargaining unit employees from multiple Local Unions shall have no limitations on the provisions of paragraph 4 and 5 (reverse portability rules do not apply).
- 7) Notwithstanding the provisions of paragraph 4 and 5 of this LOU, an I.B.E.W. Local Union and the N.E.C.A. Chapter may agree that an Employer may bring more bargaining unit employees than permitted in paragraph 4 and 5 into a Host Local Union jurisdiction, provided that the Employer meets all of the requirements described in paragraphs 4 and 5.

~~When an employer has an established workforce in multiple Local Union jurisdiction's (A & B), it is understood that the same portability rules stated in paragraphs 4 and 5 apply. In effect, the Employer may port employees from jurisdiction A into jurisdiction B at the ratios established in paragraphs 4 and 5.~~

An employer's permanent workforce in a Local Union's jurisdiction is deemed to be the employees who have been employed for six months or more. Such employee's may not be included in the established hiring ratios when the employer adds to his/her workforce in a host Local Union by porting employees into the host Local Union.

- 8) An Employer bringing bargaining unit employees into a Host Local Union's jurisdiction pursuant to paragraphs 4 and 5 of this LOU shall provide the Host Local Union, before the employee begins work, with the employee's dues receipt, and the location and identity of the job(s) on which work is to be performed.

The Employer shall use the Host Local Union's portability reporting form to notify the Local Union by fax, e-mail or any other electronic means available to them, within 24 hours of starting a job. The job name, address, approximate duration and estimated manpower at peak shall be provided by the Employer. The Wisconsin NECA/IBEW Portability reporting form available on the Milwaukee NECA Chapter website and the Wisconsin NECA Chapter website.

- 9) An Employer bringing bargaining unit employees into a Host Local Union's jurisdiction pursuant to paragraphs 4 and 5 of this LOU shall pay necessary expenses to those bargaining unit employees traveling into a Host Local Union's jurisdiction upon receiving receipts for all such expenses. When a bargaining unit employee travels outside of the Referring Local Union, travel time will be paid only for time spent traveling in excess of thirty (30) miles beyond the jurisdictional line. ~~Travel time will be paid at his/her base rate per hour (no benefits).~~ Travel time will be prior to and after the regularly scheduled workday and will not count as time towards the regular workday or workweek. Those employees using their personal vehicles (driver only) shall be reimbursed for mileage commencing at the jurisdictional line at the current IRS allowance.

*Note: Travel distance time and pay will be based on information provided by professional mapping systems provided (Google Maps, MapQuest etc.) and proof of compliance will be provided to the host local union upon request.*

*Note: If the Referring Local Union's Collective Bargaining Agreement calls for travel pay in excess of the above language the Referring Local Union's travel pay language will apply.*

- 10) The total package rate of pay for portable employees shall be determined by using the higher of the two rates established in the Host and Referring Local Unions. In all other respects, an Employer bringing employees into a Host Local Union's jurisdiction pursuant to paragraphs 4 and 5 of this LOU shall comply with all terms of the Host Local Union's Collective Bargaining Agreement covering the work to be performed.

In determining each Local Union's wage/fringe package for portability purposes (i.e. determining the higher package between the host Local Union and the Local Union the employees ported from), the fringes directly attributable to the employees shall be used (currently, local pension, local annuity, H & W, NEBF and paid vacation/holiday).

The wage fringe package referenced in paragraph above will be determined by classification (Journeyman Wireman, Foreman, etc.) and by situation (regular straight time, overtime, shift work etc.) and not by using newly established wage rates for calculations.

- 11) It is understood that this LOU does not cover apprentices or CW/CE's however, an Employer is eligible to request apprentices or CW/CE's from the Host Local Union in observance of established ratios. In instances where the Host Local Union is unable to fulfill the request for apprentices or CW/CE's the traveling contractor is allowed to bring in apprentices or CW/CE's from the Referring Local Union to the extent that the JATC's of both the Host Local Union and the Referring Local Union are in agreement. When apprentices or CW/CE's are used in this manner, they will count toward the limits established in paragraph 4 and 5.
- 12) In no case, shall an Employer secure manpower of any classification from any source outside the referral systems established in the Host and Referring Local Unions.
- 13) An Employer shall have actively employed a bargaining unit employee and the ported employee must have been reported on the previous months work report prior to being assigned into a Host Local Union jurisdiction under this LOU. This provision may be waived by the Host Local Union.
- 14) Reductions in workforce shall occur in the reverse order in which the workforce was established (1 for 1 after the initial four) so that a mixed crew of host and ported bargaining unit employees is maintained, with the exception that the employer may layoff, pull or re-assign ported bargaining unit employees at any time.

Employers are to notify the host Local Union when ported employees are laid-off, pulled or re-assigned from within the host Local Union's jurisdiction. Notification may be given on a portability notification form or other acceptable means agreed to by the host Local Union.

*Note: This LOU will take effect on all jobs bid after August 1, 2017. A list of jobs*



*affected by the changes to this LOU and bid before this date will be provided to the signatory local unions by September 1, 2017.*

- 15) There shall be a Labor-Management Review Committee comprised of three representatives chosen by Labor and three representatives chosen by Management. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when either party gives notice. It shall select its own Chairman and Secretary.

All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Review Committee. However, in no case shall a representative be allowed to participate in the decision making process that is a direct participant in the dispute

All matters coming before the Labor-Management Review Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Review Committee's decision shall be final and binding.

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the respective IBEW District Vice President and NECA Regional Director for adjudication. Their decision shall be final and binding.

Any grievance or dispute not brought to the attention of responsible opposite parties to this Agreement in writing within 30 working days of being made aware of its occurrence shall be deemed to no longer exist.

The Labor-Management Review Committee shall meet once per calendar year, but no later than February of each year, to review the progress of this Letter of Understanding. Labor and Management may have additional attendees as needed.

In a given twelve (12) month period, employers in violation of this agreement or delinquent in their reporting for a period of two (2) months may be assessed damages up to \$2,500, for each month. Employers in violation or delinquent in their reporting for a period of three (3) months may forfeit their rights to utilize the terms of this agreement for a period of up to twelve (12) months. Any employer violating the terms of this agreement three (3) times statewide, may forfeit their right to use this expanded portability agreement for a period of up to twelve (12) months.

- 16) Nothing contained in this LOU shall be construed to make travel on the part of any employee mandatory.
- 17) This LOU shall remain in effect from year to year AND if a majority of members of either Party desire to terminate this LOU they may do so by giving written notice to the other Party at least thirty (30) days prior to the next anniversary date of this LOU; July 1<sup>st</sup> of each year. Should the Letter of Understanding be terminated or amended, any job in hand or in progress prior to the termination date shall be


completed under the terms of this LOU. The jobs affected by cancellation or termination of this LOU shall be provided to the participating Local Unions by August 1<sup>st</sup> of that year.


- 18) The provisions of the Wisconsin IBEW/NECA Portability Clarification of July 1, 1993 and the National Portability Agreement January 1, 1997 shall remain in effect.
- 19) Non-Bargaining unit employees shall not be eligible to use the terms of this Letter of Understanding.
- 20) Should any provision of this LOU be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of this LOU in full force and effect and the Parties shall, there upon seek to negotiate substitute provisions which are in conformity with applicable law.

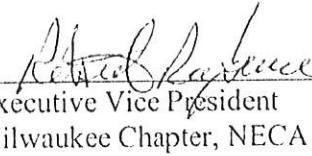
## Signatory Parties

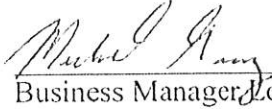
 2/23/18  
Business Manager Local #14 Date

 2/27/18  
Executive Vice President Date  
Wisconsin Chapter NECA


 2/23/18  
Business Manager Local #127 Date


 2/26/18  
Business Manager Local #158 Date

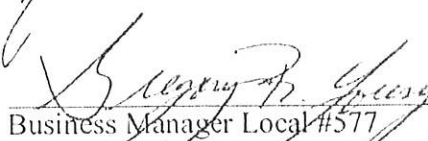
 2/27/18  
Executive Vice President Date  
Milwaukee Chapter, NECA

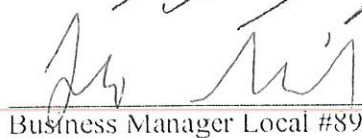
 2/25/18  
Business Manager Local #159 Date

 2/22/18  
Business Manager Local #388 Date

 2/22/18  
Business Manager Local #430 Date

 2-23-18  
Business Manager Local #494 Date

 2/28/18  
Business Manager Local #577 Date

 10-1-19  
Business Manager Local #890 Date