

IBEW NINTH DISTRICT INSIDE MANPOWER PORTABILITY POLICY

EFFECTIVE May 1, 2016

- A) Ninth District Manpower Portability Policy: The provisions outlined in this policy are not intended to restrict the *four-bargaining unit employees per-jurisdiction* provision outlined in the IBEW-NECA Agreement on Employee Portability. The employer may elect to utilize the IBEW-NECA Agreement on Employee Portability in lieu of the provisions of this policy. Unless specifically addressed in this policy, the provisions of the IBEW-NECA Agreement on Employee Portability shall apply.
- i) Subject to the unemployment (and all other) provisions in the IBEW-NECA Agreement on Employee Portability, an employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, may transfer up to two bargaining unit employees per construction job from their home IBEW Local Union's jurisdiction into the jurisdiction of another IBEW Local Union, provided the employer is also signatory in the visited Local Union.
 - ii) If an employer utilizing this policy provision brings in two employees per job, one may be an apprentice. Apprentice portability is subject to the approval of each JATC. JATC's are encouraged to adopt a policy which allows for the portability of apprentices. In the event the visited JATC experiences continuous unemployment of apprentices for a turn-around period of three weeks or longer, the visited JATC may suspend the transfer of apprentices under this provision. JATC Training Directors shall work cooperatively with visiting employers to accomplish the intent of this provision.

- iii) Subject to the approval of the respective JATCs, apprentices shall have no restrictions on portability except as stated above. Each JATC is encouraged to develop a policy that ensures portability does not impact the apprentice's ability to attend school, nor create a hardship for the apprentice. Employers utilizing this policy provision shall notify the visited IBEW Local Union (and JATC when applicable) in writing, prior to transferring employees. Such written notification may be either by online form, fax, or email. Such notification shall be in accordance with the IBEW-NECA Agreement on Employee Portability.
- iv) The Employer shall notify the visited Local Union (using the form provided herein) when the employee leaves the jurisdiction.
- v) Violations of this policy shall be addressed as follows:
 - (1) **First Violation** – The Union shall issue a written notice demanding the Employer immediately come into compliance. The Union shall send a copy of the notice to both the Employers and Unions respective NECA Chapters.
 - (2) **Second Violation within 12 months of the First Violation notice** the employer in violation shall be denied the right to exercise this provision for a period of up to one year following the date of violation.
 - (3) Violation Notices shall be issued by the Union within 30 calendar days of the date the violation occurred or became known.
 - (4) Any unresolved violations shall be referred to the IBEW Ninth District Vice President for resolution.
- vi) The Ninth District Manpower Portability Policy will automatically expire on 12/31/17 subject to renewal by the Ninth District Vice President.
- vii) The Ninth District International Vice President may terminate this portability policy with a 30 day written notification.