

**IBEW/NECA PORTABILITY
MEMORANDUM OF UNDERSTANDING (MOU)**

March 1, 2023 – February 29, 2024

In an effort to expand union market share within the jurisdictions of IBEW Local Unions 46, 48, 73, 76, and 191, and the Cascade, Oregon-Columbia, Inland Empire, Puget Sound, and Southwest Washington Chapters, NECA, the undersigned hereby agree to the following modifications to the *International Agreement on Employee Portability* and respective collective bargaining agreements.

A contractor, who is bound by all current Inside Collective Bargaining Agreements between IBEW Locals 46, 48 (Four Washington Counties only), 73, 76, and 191 and the respective NECA Chapters (Puget Sound, Oregon-Columbia, Inland Empire, Southwest Washington and Cascade) may transfer up to four bargaining unit employees per *construction jobsite from any one of the referenced IBEW Local Union's jurisdiction into the jurisdiction of another IBEW Local Union to perform bargaining unit work.

A variance to this MOU may be granted upon request to the Business Manager of the Local where the job is located.

This MOU shall apply to all Construction classifications, excluding apprentices. REQUESTS TO TRANSFER APPRENTICES WILL BE HANDLED SEPARATELY BY THE RESPECTIVE JATC'S IN THE JURISDICTIONS THAT THEY WOULD BE TRANSFERRED INTO AND OUT OF AND, IF GRANTED, WILL BE IN ADDITION TO THIS PORTABILITY ALLOWANCE.

All fringe benefits must be paid into the Local jurisdiction fringe benefit Trusts where the work is being performed.

NOTE: All fringe benefit payment requirement shall not apply to service type work (service truck) of two (2) consecutive days or less in duration, In which case benefits may be paid to the transferred employee's 'home' benefit trust(s).

All other provisions and requirements of the *International Agreement on Employee Portability* and respective collective bargaining agreements, not specifically modified by this MOU, shall remain intact.

Contractors utilizing provisions of this MOU shall notify the IBEW Local Union, the NECA Chapter and Training Director/JATC, if applicable, which employees are being transferred into and out of, in writing, prior to transferring employees. Such written notification may be either by fax, email or online form(s) but must contain information required on a form mutually agreed and devised for this purpose.

Contractor failure to comply with provisions of this MOU shall be resolved as follows:

First Violation: The Union shall issue a written notice demanding the Contractor immediately come into compliance. The Union shall send a copy of the notice to both the Contractors and Unions respective subject to this agreement NECA Chapters and JATC's.

Second Violation: (Within 18 months of a First Violation Notice or failure to immediately comply after a First Violation Notice). The contractor in violation shall be assessed a penalty of \$250.00 per person for each day of non-compliance (not to exceed \$1,000.00), payable as directed by the Local Union where the violation occurred.

Third violation: (Within 18 months of the Second Violation Notice) In addition to aforementioned penalties, the contractor in violation shall be denied the right to exercise this MOU for a period of up to one year following date of violation.

Violation Notices shall be issued by the Union within 30 calendar days of the date the violation occurred (date the worker was assigned to the job) or within 30 days of when the Union became aware, not to exceed 180 days from the date of occurrence. If multiple violations are found at one time, they shall be treated as one event under the

violation provisions provided within.

NOTE: Any unresolved second or third violation shall be referred to the parties to this MOU for resolution. In the event the parties are unable to secure resolution the matter may be referred to the collective bargaining agreement grievance procedure in the IBEW Local Union - NECA Chapter jurisdiction in which the violation occurred. Any violation in any local, whether 1st, 2nd or 3rd is committed in any of the undersigned Locals, will constitute a violation in all Locals, not just the local the violation occurred in. If the 3rd violation occurs within 18 months of the 2nd violation, said contractor will lose the ability to use the MOU.

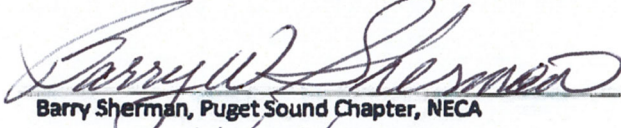
For Service truck drivers who perform service jobs of 2 days or less throughout the month, a contractor can send a portability form to the affected locals at the beginning of the month, indicating that the listed individuals will likely be performing service work at various locations during the month, for jobs of 2 days' duration or less. If a listed individual performs a job in excess of 2 days during that month, a separate portability form will be submitted for that job.


No additional portability restrictions will be placed on companies who operate offices in more than one jurisdiction.

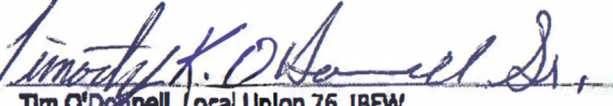
This MOU will become effective upon date of signing and shall automatically terminate February 29, 2024 unless otherwise extended, in writing, by the parties.


Sean Bagsby, Local Union 46, IBEW
Date: 3/10/2023

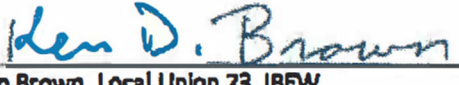
Garth Bachman, Local Union 48, IBEW
Date: _____


Barry Sherman, Puget Sound Chapter, NECA
Date: 4/5/23

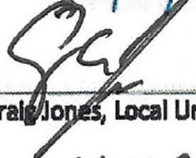

Tim Gauthier, Oregon-Columbia Chapter, NECA
Date: 4-6-2023



Tim O'Donnell, Local Union 76, IBEW
Date: 4/3/2023


Nicole Hite, Southwest Washington, NECA
Date: 4/5/2023


Ken Brown, Local Union 73, IBEW
Date: 3/1/2023


Christian Chally, Inland Empire Chapter, NECA
Date: 4/5/2023


Craig Jones, Local Union 191, IBEW
Date: 4-4-2023


Cindy Austin, Cascade Chapter, NECA
Date: 4/5/2023

***Construction Job Site**

In order to maintain the integrity and working cooperation of all the parties to this agreement a construction job site determines an automatic up to four-man portability. Should the contractor have multiple projects on the Job Site then they will need to communicate with the Local/Chapter in the area to request additional portability of manpower. Examples would include Boeing, Data Centers, Refineries etc.