



NECA-IBEW NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE
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TO: All NECA Chapters and IBEW US Local Union Business Managers Having Inside Jurisdiction

FROM: IBEW International President Lonnie R. Stephenson
NECA CEO John Grau

SUBJECT: National Inside Construction Emergency Response Agreement

DATE: September 7, 2017

In recognition of the current emergency situations in our nation and the need for our industry to react quickly to these emergencies, the IBEW and NECA have developed the National Inside Construction Emergency Response Agreement for use by our contractors and members. This agreement provides our industry with the ability to react quickly to potential emergencies and natural disasters.

The provisions of this agreement will become effective immediately as of September 1, 2017, it is intended for use whenever a severe emergency or natural disaster is forecast or anticipated that will likely cause wide spread electrical damage that requires emergency and temporary restoration of power. The agreement will continue in effect for 45 calendar days from the time the disaster hits. This time may be extended by mutual agreement of the parties.

If you have any questions you should contact either the IBEW or NECA national organizations.

NECA/IBEW

National Inside Construction Emergency Response 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 inside construction agreement between any inside construction chapter of NECA and any local union of the IBEW. The IBEW may make this agreement available to other employers in the inside electrical construction industry who are signed to like inside construction agreements as mentioned above.

This agreement shall take effect September 1, 2017 and shall remain in effect unless either party terminates this agreement by providing at least a 90 day written notification to the other party notifying them of the termination of the agreement.

The provisions of this agreement will become effective whenever a severe natural disaster is forecast or anticipated that will likely cause wide spread electrical damage that requires emergency and temporary restoration of power. The agreement will continue in effect for 45 calendar days from the time the disaster hits. This time may be extended by agreement of the parties.

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 “inside” 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 term “*site*” or “*emergency*” shall refer to the jurisdiction of the local union where the work is being performed. The term “*home*” shall refer to the jurisdiction of the local union where the individual workers moved under the provisions of this agreement were employed prior to their transfer to the “emergency response” area.

During the period of the “emergency response,” the following conditions will exist:

1. All employers will have full portability of employees between local unions for all classifications of workers covered under either or ***both the site and home*** agreements. It is understood and agreed to that this portability will apply to apprentices for the period of the “emergency” provided the home JATC allows apprentices to travel for storm work. JATC’s shall work co-operatively to assure that apprentices are accommodated during periods of working in an “emergency response.” No employer or their employees shall

be penalized in any way upon returning to their home areas after working under an “emergency response,” including any requirement for the lay-off or re-referral of employees. Employees traveling under this “emergency response” agreement shall be paid for travel directly from the “home” to the “site” area and back to the “home” area at the appropriate wage rate. Employees traveling under this provision must provide proof they were legitimately referred to the travelling contractor by an IBEW local union to the site local union upon request. Employee “raiding” or “direct solicitation” is not an acceptable practice and may result in appropriate grievances or charges filed against those involved.

2. The minimum wage and fringe benefit package for all employees, including apprentices, working during an “emergency response” shall be the wage and fringe benefit package of the site local “inside” NECA/IBEW collective bargaining agreement. Additionally, all other working conditions of the “site” local “inside” agreement will prevail during the “emergency response” except for certain grievances resulting from section 3(a) below. Any grievances arising out the first sentence of section 3(a) shall be handled in accordance with the provisions of the “home” agreement
3. Employers traveling into the “emergency” area shall be permitted to report and pay their employees according to either section 3(a) or section 3(b) below and declare such method in accordance with item 4 below:
 - a. Traveling employers shall pay and report in the amount required by their home agreement, all fringe benefit payments (healthcare, pension, annuity, NEBF, , NLMCC etc.) and/or special fund contributions (safety, clothing, testing, etc.) back to their home local area. If the total wage and fringe benefit package in the “emergency” area agreement is higher than the total wage and fringe benefit package in the home area agreement, the difference shall be converted to dollars and added to the employee’s hourly wage. All IBEW local union working assessments; NECA Chapter dues, AMF, and/or service charges; and apprenticeship contributions shall be paid to the “emergency” area Local Union, Chapter and JATC. A copy of all payments paid and reported to the home area chapter shall be furnished to the “emergency” area chapter and a copy of all payments paid and reported to the “emergency” area chapter shall be furnished to the home area chapter. **OR:**
 - b. Traveling employers shall make and report all payments for wages, fringe benefits and any other funds required in accordance with the “emergency” area agreement.
4. Employers performing work under this “emergency response” agreement shall notify both their “home” and “emergency” area IBEW Local Union, NECA Chapter and JATC as soon as possible; however the employee shall be notified prior to traveling. This notification may be done by fax, e-mail or phone and shall include the designation of payment option per item 3 above, the names, classifications, local union and/or social security number of the employees being brought in for “emergency response” work. While it is understood that in an “emergency response” situation the mobilization of

equipment and manpower is the highest priority, this does not relieve an employer from the notification requirements listed above.

Signed for NECA

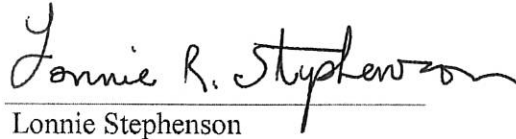


John M. Grau

CEO

Date: September 7, 2017

Signed for the IBEW



Lonnie Stephenson

International President

Date: 9-7-17