



**CENTEX CHAPTER**

## **INDEPENDENT ELECTRICAL CONTRACTORS**

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# **SUGGESTED GUIDELINES BORROWED WORKER PROGRAM**

**PURPOSE:** When a contractor member of IEC has a surplus of good people he/she would like to keep when work is slow, the contractor can offer these employees to other member contractors as part of a short term lending program.

**BENEFIT:** The "Employer Firm" maintains its nucleus of personnel without having to pay people to sit at home or send them home without pay. The "Borrowing Firm" is able to find competent temporary help for short term needs. The electrician will not lose time during a slow cycle at his "Employer Firm" and the IEC contractors participating in the program will be able to maintain a qualified work force without layoffs or the time, effort and expense of hiring for a limited duration.

### **SUGGESTED GUIDELINES FOR CONSIDERATION:**

These guidelines are provided solely for purposes of discussion and consideration. Contractors interested in participating in such a program should also consider consulting with legal counsel before finalizing an agreement to lend or borrow employees.

1. Make the duration of the loan for a limited, but specific period of time.
2. Communicate before the expiration of the time frame to either terminate the loan or mutually agree to extend it.
3. During the loan period, the Employer Firm should make every effort not to recall the loaned employee unless the Borrowing Firm approves the change in advance.
4. The Borrowing Firm shall respect and honor the relationship between the employee and their Employer Firm.
5. Participants are not to solicit the borrowed workers to quit their Employer Firm and become a permanent employee of the Borrowing Firm.
6. Agree in advance how and by whom wages and benefits will be paid, what insurance coverage's will be provided by whom and on whose payroll the employee will be listed.
7. Clarify to employees any extra or optional benefits to be provided by either the Employer Firm or the Borrowing Firm.
8. Confirm the employee(s) loaned must perform adequately or they will be automatically returned to the Employer Firm.
9. Reach a prior agreement or understanding regarding whether holiday and/or vacation time which has accrued during the term of employee's work for the Employer Firm or the Borrowing Firm can be used during the loan period.
10. Recognize liability issues could arise; and clarify to the extent possible who does or does not accept or maintain liability for specific issues or circumstances.

IEC will not participate in the negotiation of rates or relationships between the two companies, but merely acts as a clearinghouse. Any agreement is between the two contractors; therefore IEC need not be notified or involved, and assumes no liability for any issues arising from the Borrowed Worker Program.

By participating in this program, the participant agrees to indemnify and hold harmless IEC and its representatives, directors, officers, agents, members and attorneys from any claim, liability or expense by whomsoever asserted, arising out of or related to the Participant's use of the Borrowed Worker Program or any of these Guidelines.