

**TENNESSEE**

**INSIDE RECOVERY AGREEMENT**

**between**

**LOCAL UNION**

**175, 270, 429, 474,760, 934 and 1925**

**IBEW**

**AND**

**EAST TENNESSEE CHAPTER,  
MEMPHIS CHAPTER, NECA**

**October 1, 2015**

**to**

**September 30, 2016**

## **BASIC PRINCIPLES**

All Locals having inside jurisdiction in Tennessee , 10<sup>th</sup> District of the IBEW, and all NECA chapters having the same, in the interest of obtaining market share in the state of Tennessee electrical construction industry, agree to the following terms and conditions.

A Contractor shall agree to be bound by the terms and conditions in this Inside Recovery Agreement before the following provisions apply.

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## **MISSION/PURPOSE**

The purpose of this agreement is to gain and retain the market(s) that the IBEW-NECA partnership does not currently control.

## **INSIDE RECOVERY AGREEMENT PARTNERS**

This is an agreement by and between the East Tennessee and the Memphis Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 175, 270, 429, 474, 760, 934 and 1925 IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

**Employers utilizing this Agreement are to sign the Agreement and submit the signed signature page to the site Local Union & NECA Chapter.**

As used hereinafter in this Agreement, the term (Chapter) shall mean (the) East Tennessee Chapter or Memphis Chapter of NECA, and the term "Union" shall mean the SITE LOCAL UNION OF THE IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an Assent or Memorandum to this Agreement.

A contractor shall agree to be bound by the terms and conditions contained in the Inside CBA for all work performed outside the scope of this agreement. All provisions of the inside CBA shall apply unless modified herein.

## **GEOGRAPHIC JURISDICTION**

The geographic jurisdiction of this agreement shall be all work covered by the scope contained in this agreement in the following counties of the Local Unions listed herein.

**LOCAL UNION No. 175, 270, 429, 474, 760, 934 and 1925 IBEW Jurisdictions**

**Local Union 175:** State of Alabama: DeKalb and Jackson Counties.

State of Georgia: Catoosa, Gilmer, Walker, Dade, Gordon, Whitfield, Fannin and Murray Counties.

State of Tennessee: Bledsoe, Grundy, Polk, Bradley, Marion, Rhea, Franklin, McMinn, Sequatchie, Hamilton and Meigs Counties.

**Local Union 270:** Cumberland, Fentress, Morgan, Overton, Pickett, Scott, and Roane. In Anderson County: Oak Ridge Town Site.

**Local Union 429:** State of Tennessee: Bedford, Hickman, Maury, Stewart, Cannon, Houston, Montgomery( excluding Fort Campbell), Sumner, Cheatham, Humphreys, Moore, Trousdale, Clay, Jackson, Perry, Van Buren, Coffee ( Excluding AEDC), Lewis, Putnam, Warren, Davidson, Lincoln, Robertson, White, DeKalb, Macon, Rutherford, Williamson, Dickson, Marshall, Smith and Wilson Counties.

State of Kentucky: Adair, Cumberland, Russell, Allen, Clinton, Monroe and Simpson Counties.

**Local Union 474:** State of Tennessee: Chester, Fayette, Hardeman, Haywood, Lauderdale, McNairy, Shelby and Tipton Counties.

State of Mississippi: DeSoto, Panola, Grenada, Marshall, Lafayette, Tallahatchie, Benton, Calhoun, Quitman, Tate, Yalobusa, Coahoma and Tunica Counties.

**Local Union 760:** State of Tennessee: Anderson (except Oak Ridge town), Cocke, Loudon, Blount, Grainger, Monroe, Campbell, Jefferson, Sevier, Claiborne, Knox and Union Counties.

**Local Union 934:** State of Tennessee: Carter, Greene, Hamblen, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington Counties.

State of Virginia: Dickenson, Lee, Russell, Scott, Washington, Wise Counties, and The City of Bristol.

**Local Union 1925:** State of Kentucky: A five mile radius of the City Hall of Fulton, Kentucky.

State of Tennessee: Benton, Carroll, Crockett, Decatur, Dyer, Gibson, Henderson, Henry, Lake, Madison, Obion and Weakley Counties.

#### **EFFECTIVE DATE**

This Agreement shall take effect on October 1<sup>st</sup>, 2015 and shall remain in effect until September 30, 2016 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September through August of each year, unless changed or terminated in the way later provided herein.

Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to terminate this Agreement must provide written notification at least 90 days prior to the expiration date of this Agreement or any anniversary date occurring thereafter. The terms and conditions of this Agreement shall remain in full force and effect until the expiration date.

## **TYPE OF WORK COVERED**

### **(THE FOLLOWING SCOPE OF WORK SHALL APPLY TO LOCAL 175 ONLY)**

This scope shall apply to the construction of: Small medical clinics, stand alone doctor and dentist offices with up to 600 amp services. (not attached to a hospital), Gas stations/convenience stores, Fast food restaurants and franchised chain restaurants including independent bars and taverns, Places of Worship, Funeral Homes, Nursing homes, assisted living facilities, and daycare facilities under 15,000 sq ft, Small office, retail facilities under 10,000 sq ft with less than 10 units attached, Wholesale facilities under 10,000 sq ft, Storage Units, Car Washes, Express Hotels and Motels (4 stories or less) without conference or restaurant facilities. Residential Buildings, Small Stand alone Manufacturing Facilities when free standing and not part of a larger facility (less than 15,000 sq. ft.), Warehouses, Office buildings and tenant improvements, cell towers, shopping centers, residential solar projects, auto sales agencies and garages and private educational facilities.

### **THE FOLLOWING SCOPE OF WORK SHALL APPLY TO LOCALS 270, 429,474,760,934 AND 1925**

This scope shall apply to the construction of: all hospital and medical facilities, regardless of size, including nursing homes. Gas stations/convenience stores, fast food restaurants and franchised chain restaurants including bars and taverns. Places of worship, funeral homes, assisted living facilities. It includes all office buildings, including tenant improvements, wholesale and retail facilities, food service centers, water and waste water treatment facilities, storage units, car washes, hotels and motels including conference and restaurant facilities. Residential buildings from single dwelling to high rise condominiums, manufacturing facilities or expansions, warehouses, cell towers, shopping centers, solar projects, roadway construction, auto sales agencies and garages and all educational facilities.

The above Scopes does not apply to the prevailing wages and conditions negotiated and/or set by federal law such as TVA and State or Federal Prevailing Wage jobs.

For work done outside these Scopes, employer must be signatory to the Inside Collective Bargaining Agreement.

This agreement shall not apply to jobs being worked under Local Agreements, National Agreements or PLA' s.

## **CHANGES - GRIEVANCES - DISPUTES**

Changes, grievances and disputes will be handled as provided:

Tennessee Recovery Agreement Labor Management Committee, from here known as (TRALMC):

The TRALMC for this Agreement shall consist of three (3) representing the unions and three (3) representing the chapters. It shall select its own Chairman and Secretary. The IBEW 10TH District IVP shall select the Union representatives and the Southern Regional Director of NECA or employer shall select the Management Representatives.

The TRALMC shall meet semi-annually to review the progress of this agreement. The Committee shall send a written report and update of the progress of this agreement to the Southern Regional Director of NECA and the IBEW Tenth District Vice-President.

**Changes:**

Any matter involving interpretations and or changes of this Agreement shall be referred to the “Inside Recovery Agreement Labor Management Committee.” In the absence of a deadlock, the TRALMC’s decision shall be final and binding.

**Grievances:**

All grievances shall be received and handled first by the Site Local Union, only upon lack of resolve shall the TRALMC where the work is being performed (site local union) perform its duties. Any grievance not brought to the attention of the responsible opposite parties to this Agreement in writing within 5 working days of its occurrence shall be deemed to no longer exist.

**Disputes:**

All disputes shall first be attempted to be resolved between the Site Local Union and the involved Employer, only upon lack of resolve, any dispute or language interpretation shall go to the TRALMC, upon lack of resolve shall a dispute be brought to the IBEW 10<sup>th</sup> District VP and the NECA Southern Regional Director in writing to make all final and binding decisions and interpretations.

There shall be no higher form of resolution in this Recovery Agreement.

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**MANAGEMENT RIGHTS:**

The Union understands the Employer is responsible for performing the work as required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Inside Recovery Agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the local union’s geographical jurisdiction contained in this Agreement, in determining the need and number as well as the person who will act as Supervisor , in requiring all employees to observe the employer’s and/or owner’s rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause. The site Local Union Business Manager shall have sole discretion over the appointment of jobsite stewards that will work with the employer to secure the “Code of Excellence” requirements laid out in this agreement.

**HOURS - WORKING CONDITIONS**

The employer has the right to establish flexible work schedules for the performance of electrical work to satisfy owner and/or customer requirements.

No overtime shall be paid until (40) hours in the workweek or (10) hours in the workday have been worked. The regular scheduled "8 hour day" shall consist of a 30 minute, non paid, lunch period. The overtime rate shall be paid at time and one-half (1 ½) the regular straight-time rate.

(Double the straight time wages shall be paid only for the Holidays listed in the Site Local Unions Inside Collective Bargaining Agreement.)

**The forty hour rule for overtime shall not apply to an employee's hire in week.**

All workmen shall be at the point designated by the Employer and be ready for work at the designated time for starting work.

## CLASSIFICATIONS/WAGES/FRINGES

The specifics of classifications, wages and fringes shall be as follows:

**Classifications:** Refer to Site Local Union Inside Collective Bargaining agreement.

**Wages and Fringe Benefits:** The minimum hourly rate of Wages and Benefits shall be as per the Site Local Unions current Inside Collective Bargaining Agreement wage rates and benefit packages.

Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on any day Monday through Friday of each week, and no more than five (5) calendar days pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be utilized by the Employer. Employees laid off through no fault of their own shall be paid in full ½ hour prior to quitting time or if the employee is signed up for electronic transfer the money **transfer process shall take place** within 24 hours. Employees who where discharged or voluntarily quit **and are signed up for the electronic money transfer will have their pay processed within 24 hours.** Assessments or Penalties for late pay or non-payment of wages shall be as per the Site Local Inside Collective Bargaining Agreement. Holidays and vacations shall comply with the terms of the Site Local Inside Collective Bargaining Agreement. **Pay stubs may be sent electronically.**

## EMPLOYER CONTRIBUTIONS

For Construction Wiremen/Construction Electricians:

NEBF: As per site local union CBA

Apprenticeship Contribution: As per site local union CBA or applicable memorandum or addendum/agreement.

Local Labor Management Cooperation Committee: As per site local union CBA or applicable memorandum or addendum/agreement.

National Labor Management Cooperative Committee: The employer shall pay \$.01 per hour worked for the National Labor Management Cooperative Committee.

Local receiving trust and/or administration contributions and other local educational industry advancement funds shall be made according to the site local union CBA.

## LOCAL PENSION OR ANNUITY

As per the site Local CBA or applicable memorandum or addendum/agreement.

## **HEALTH INSURANCE BENEFIT FUND**

The Employer shall make medical benefit contributions for all construction wireman/construction electricians classifications according to the site local union CBA or applicable memorandum or addendum/agreement.

## **JOURNEYMAN WIREMAN REFERRAL**

Inside Journeymen Wiremen may be referred to work under this agreement. The contractor agrees to be bound by and shall work under the terms and conditions contained in the Inside Collective Bargaining Agreement pertaining to wages, fringe benefits and referrals when employing Inside Journeymen Wiremen under the terms and conditions of this agreement.

## **STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE**

All apprentice referral and training language shall refer to the site local union's standard inside apprenticeship and training language.

## **PLACEMENT OF CONSTRUCTION WIREMEN AND CONSTRUCTION ELECTRICIANS**

A list referred to hereafter as the "Available for work list" for Construction Wiremen and Construction Electricians, referred to hereafter as CW's and CE's, shall be maintained by each site local union. When a list of CW/CE's exists, the contractor and site local union shall work together to fill the demand of these positions from the existing pool if possible. If none are available for work or meet the requirements provided by the Contractor, the Local Union shall utilize their non union manpower database and work in partnership with the Contractor to set up screening interviews for them. The worker(s) selected will then be placed by the Local Union to that Contractor. Provided the Employer has exhausted those two efforts, the Employer may hire under the "direct hire" provisions laid out in the content of this agreement. It is the intent of this placement language to adapt a specified task to a certain tasked trained classification within the CW/CE pool.

## **CONSTRUCTION WIREMAN/ELECTRICIAN PLACEMENT PROCEDURE**

1. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of placement of applicant CW's and CE's for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of placement of these classifications for employment.
2. The Site Local Union shall be the sole and exclusive source of placement of CW's and CE's for employment. The only exception shall refer to the "direct hire" clause of this agreement.
3. The Employer shall have the right to interview and view any source of trade or skill level evaluation for any CW or CE presented for placement. It shall be the sole discretion of the

employer to receive those for employment of the correct skill level and pay level, in order to adequately staff and perform the work of the employer under the terms of this agreement.

4. The Site Local Union shall select and place applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and placement shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and placement shall be in accord with the following procedure.
  - A. The Union shall maintain a CW/CE "Available for Work List", which shall list the applicants that have previously been employed by employers signatory to this or any other IBEW agreement. The Local Union shall maintain an up to date database of applicants for these positions complete with an application and or resume, current CW/CE evaluation, and proof of an IBEW orientation given.
5. A copy of this Placement Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Site Local Union's and in the offices of the Employers who are parties to this Agreement.

### **APPEALS COMMITTEE**

An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4 through 13 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

### **REPEATED DISCHARGE**

An applicant who is discharged for cause two times within a 12-month period shall be referred to the Site Local Union Executive Board for a determination as to the applicant's continued eligibility for referral. The Executive Board shall review the qualifications of the applicant and the reasons for the discharges. The Executive Board may, in their sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.



## **RECOVERY AGREEMENT COLLECTION AGENT**

Collection and payment of funds shall refer to the Site Local Union Inside Collective Bargaining agreement.

### **MANPOWER RATIO**

A maximum ratio of one (1) Inside Wireman to every (8) eight lesser classifications (apprentices, construction wiremen/electricians, etc.) may be employed in all shops with 8 or more workers employed under the terms of this agreement. Shops that require an excessive ratio shall be permitted to exceed their allowed ratio by 50% for a period of 3 months to allow expansion and contraction for job related peak manpower.

### **CODE OF EXCELLENCE**

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW Local Union shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and therefore be applied to the work done under this agreement. Each employee, in such a reasonable time, shall have completed a certifiable "Code of Excellence" class and a copy of the certification be maintained by employer and site local union.

### **SAFETY**

It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards. It is encouraged by all parties to this agreement for all employers to develop safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. Such rules and the other safety rules provided in this Article are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees. The Employer shall furnish all safety equipment.

### **TOOLS**

All Tool lists shall be provided by the site local unions inside CBA. Construction Electricians shall be obligated to the same tool list as the Journeyman Wireman. Construction Wireman shall be obligated to the same tool list as the inside wireman apprentice.

### **TRAINING**

The JATC from the site local union shall be responsible for all training and upgrade training of Journeymen, Apprentices, Construction Wireman and Construction Electricians. Successful organizing in the area covered by this agreement, or in any IBEW Local Union, requires the full cooperation of all the JATC Committee Members, Directors, and Instructors.

**ADVANCEMENT AND TRAINING:**

Levels	Total Documented Experience (Includes Both Previous & Program Accumulated)	<p style="text-align: center;"><b>Advancement</b></p> <p style="text-align: center;">Requirements for Movement to Next Level</p>
CW-1	0 – 1,000 Hours	1,000 Hours of Documented Experience
CW-2	1,001 – 2,000 Hours	2,000 Hours of Documented Experience
CW-3	2,001 – 4,000 Hours	4,000 Hours of Documented Experience
CW-4	4,001 – 6,000 Hours	6,000 Hours of Documented Experience
CW-5	6,001 – 8,000	8,000 hours of Documented Experience
CE-1*	8,001 – 10,000 Hours	10,000 Hours of Documented Experience
CE-2*	10,001 – 12,000 Hours	12,000 Hours of Documented Experience
CE-3*	12,001 – 14,000 Hours	14,000 Hours of Documented Experience Must Pass Craft Certification Test Parts 1, 2, 3, 4, 5 & 6 (Class Offered if Test Failed or Requested)
JIW	14,001	No one will be advanced from Construction Electrician Classification to Journeyman Inside Wireman without: <ol style="list-style-type: none"> <li>1) Having a minimum of 14,000 of documented electrical construction work experience;</li> <li>2) Having successfully taken the written and practical examinations of each levels of the levels of the NJATC Craft Certification Program;</li> </ol>

\* Must pass a practical hands-on exam mutual agreed to by the parties of this agreement. Any CW/CE may request all or part of the Craft Certification Test at anytime.

**NOTE: This chart of advancement is only a recommendation for jurisdictions that do NOT already have guidelines in place.**

## JOB START NOTIFICATION

- (1) The employer shall notify the site local union by fax or e-mail within 24 hours of starting a job, the job address, approximate duration and estimated manpower at peak. Notification shall be made by utilizing the “Job Start Form” attached to this agreement.
- (2) Employers transferring employee(s) to a job covered by this agreement shall notify the employee(s) of the terms and conditions of which he/she is working.
- (3) \*All jobs shall be determined to be worked under the regular site collective bargaining agreement until such time a Job Start Form has been submitted\*
- (4) Employees brought to a site local union under the portability rules shall be checked in to the site local union where the work is being performed. Checking in can be accomplished by faxing or e-mailing the employee’s name and classification.

## PORTABILITY

An employer signatory to this Recovery Agreement shall have full manpower portability within the inside jurisdiction of the Tennessee Local Unions, 175, 270, 429, 474, 760, 934 and 1925.

- (1) Wages and Fringe benefits: Under the portability provision, all Wages shall be based on the site Local Union’s inside CBA, as referred to in this agreement, from where the work is performed. All Fringe benefits shall be paid to the site local union where the work is performed.
- (2) The employer shall pay all work assessments and apprenticeship contributions to the site local Union where the work is performed.
- (3) All worker classifications shall fall under the Portability rules.
- (4) Portability shall not interfere with an apprentice’s training and/or school attendance. The JATC where the apprentice is indentured shall have final authority over the apprentice’s work assignments.
- (5) The inside wiremen wages used in this Agreement to calculate the Construction Wiremen/Electrician levels shall be based on the site Local Union’s approved Inside CBA top Journeymen wage rate.
- (6) Any question or dispute concerning the Portability provisions of this Agreement shall be resolved by the TRALMC.
- (7) **Physically signing/checking in at the site Local Union is not required for those employees that are working under portability. Site Local Unions may utilize email to have referrals signed and returned. The employer should assist the site Local Union in this process.**

## VARIANCES

If a Contractor signatory to this Recovery Agreement has an opportunity to secure work that exceeds the limitations contained in the scope of this agreement that could lead to more employment opportunities for employees covered by this Agreement, a variance of scope, wages, benefits, other terms and or

conditions may be requested as outlined in the “Recovery Agreement Variance Request Procedures” attached to this Agreement.

All variances must be submitted in writing prior to bidding and approved before implementation by the site local union business manager (where the job is located).

## **EMPLOYER RIGHTS/UNION RIGHTS**

### **FAVORED NATIONS**

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the appropriate NECA chapter of any such concession.

### **UNION RECOGNITION**

The Employer recognizes the Union as the exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Any and all such Employees shall receive the minimum wages under the terms of the Inside Collective Bargaining Agreement. All wage changes in the Inside Collective Bargaining agreement shall apply to the Recovery Agreement.

Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements.

### **UNION DUES DEDUCTION**

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.

### **ORGANIZING**

Due to the nature of this agreement, the Local Union along with the Employer shall participate in an active organizing program. The Site Local Union shall have the responsibility to constantly pre screen, evaluate and orientate those not being represented by this or any other IBEW CBA. In the event there is a shortage of qualified applicants, the employers and the Local Union agree to participate in Job Fairs/ Industry Nights to address any issues.

## **SUPERVISION**

Work performed by Construction Wiremen and Construction Electrician's will be limited only by what the employer or the employer's field representative deem as appropriate and within the individual's qualifications to properly perform safely and in a workmanlike manner. In this regard, Construction Wiremen and Construction Electricians may work alone if deemed qualified by the employer and permitted by local statute. At no time shall an IBEW Journeyman Wireman be supervised by a lesser classification.

Nothing contained in this agreement shall prevent an owner from doing electrical work for short periods of time when it would be impractical to add additional employees.

## **JOURNEYMAN WIREMAN WORKING AS A CONSTRUCTION ELECTRICIAN**

Journeyman Wireman voluntarily working out of classification as a Construction Electrician shall be paid the maximum rate of a Construction Electrician Level 3 and shall only participate in those listed benefits for a Construction Electrician Level 3 for the duration of their employment with the employer.

The only benefits available to a Journeyman Wireman working out of classification as a Construction Electrician Level 3, shall be those benefits stated in the site local unions inside CBA.

There shall be no probationary time for employer paid benefits for a Journeyman Wireman working out of classification as a Construction Electrician Level 3.

## **REFERRAL/DIRECT HIRE**

The IBEW standard referral system will be used by the Employer to obtain workers with the "Inside Wiremen" classification. If the site Local Union cannot provide Construction Electricians/Wiremen for placement, as laid out in the CW/CE placement language of this agreement, the Employer may direct hire "Construction Electricians/Wiremen" to meet necessary job composite rates and to adequately staff Recovery projects. The employer will promptly notify the business manager of the names, recommended classifications and social security numbers of such applicants; and send the applicants to the local union for processing. The local union will then refer those employees back to the recruiting employer. Any questions or disputes regarding this clause shall be referred to the TRALMC.

On Recovery projects, the employer shall have the right to call a JW Foreman or JW General Foreman by name under the IBEW inside Recovery referral procedure provided:

- (a) The employee has not quit his previous employer that is signatory to this addendum within the previous two weeks.
- (b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment. Upon such request, the business manager shall refer said person provided the name appears on the highest-priority group.
- (c) When an employee is called as a JW Foreman or General Foreman, he/she must remain employed at his/her referred classification for one hundred & sixty (160) hours.

## **SUBSTANCE ABUSE**

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality, to provide a drug-free workforce for the Electrical Construction Industry.

## **JOB STEWARD**

Refer to the site local collective bargaining agreement for Job Steward Rules.

## **SEPARABILITY CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

**SIGNED FOR THE EMPLOYER**

\_\_\_\_\_  
East TN Chapter NECA

\_\_\_\_\_  
Memphis Chapter NECA

\_\_\_\_\_  
Date

**SIGNED FOR THE UNION**

\_\_\_\_\_  
BM Gary Watkins, LU 175

\_\_\_\_\_  
BM Ray Day, LU 270

\_\_\_\_\_  
BM John Ledwell, LU 429

\_\_\_\_\_  
BM Paul Shaffer, LU 474

\_\_\_\_\_  
BM Tim Tate, LU 760

\_\_\_\_\_  
BM Roger Farmer, LU 934

\_\_\_\_\_  
BM Shane Roberts, LU 1925

\_\_\_\_\_  
**SIGNED BY PARTICIPATING EMPLOYER,**

\_\_\_\_\_  
**DATE**

By signing to this Agreement, the Participating Employer agrees to be bound by all terms of this Agreement and those contained in the site local union Inside Agreement as they are cited herein and are applicable to this Agreement.

**Attachments include:**

- Variance request procedure and form
- TN Recovery Agreement Start Form

## **TENNESSEE RECOVERY AGREEMENT VARIANCE REQUEST PROCEDURES**

These Procedures shall pertain to requests for Variances in Scope, wages, benefits and other terms and conditions of the Tennessee Recovery Agreement.

1. All contractors signatory to an IBEW inside recovery agreement within the State of Tennessee in the jurisdictions of Local Unions 175, 270, 429, 474, 760, 934 and 1925 must initiate requests for a **Variance** to the Carolinas Recovery Agreement through the East Tennessee or Memphis Chapter of N.E.C.A. on the attached Standard Form with a copy to the Site Local Union.
2. **Variance Requests** must be made by the contractor on the **Variance Request Form** (attached) at least **five (5) working days prior** to the bid date and time of a project.
3. When a **Variance Request** is received, N.E.C.A will process and submit the written request to the appropriate Site Local Union requesting that a **Variance** be granted on a particular job.
4. The Site Local Union will provide a decision on the **Variance Request** to the East Tennessee or Memphis N.E.C.A. Chapter Manager within **two (2) working days** after receiving the **Variance Request**.
5. N.E.C.A. will be responsible for informing all contractors bidding on a particular job as to what (if any) **Variance** has been granted. The local union is not responsible for contractor notification and will not be in violation of the Better Terms and Conditions clause.

### **B. SPECIAL NOTES:**

1. Contractors are *not* to initiate requests for **Variance** directly to the Local Union. Contractors *must* route **Variance** requests through the N.E.C.A. Chapter.
2. The local union will *not* contact any contractors directly with **Variance** decisions. The Local Union will contact only N.E.C.A. with the **Variance** decision. N.E.C.A. is responsible for notifying the contractor(s).
3. Contractors are entitled to use a **Variance** for a particular project, only if they have received notification of the **Variance** from N.E.C.A. prior to the bid time.
4. All **Variance Requests** must be reduced to writing and signed by the local union business manager or his/her representative and the N.E.C.A chapter manager or his/her representative. A Written **Variance** will be the *only* **Variance** recognized by the local union and N.E.C.A. A contractor using a **Variance** without prior local union approval will be in violation of the Recovery Agreement.
5. All contractors are requested to take whatever precautions are necessary to safeguard the integrity of a **Variance**. Once a **Variance** “gets on the street”, it may lose its impact.
6. Contractors should request a **Variance** AT LEAST **five (5) working days** prior to the bid. This will allow N.E.C.A. time to process the request and the local union time to properly consider each request.
7. Contractors are requested to check contract specifications on “wage rate” jobs well in advance of the bid date and inform the local union if the wage rates differ from the negotiated rate. Advance notice often permits incorrect rates to be adjusted.
8. A **Variance** is only applicable to a *specific job*.
9. **Variance Request** approval is not automatic or guaranteed nor intended to change the terms and conditions of the collective bargaining agreement.



**TENNESSEE RECOVERY AGREEMENT  
VARIANCE REQUEST FORM**

**Requesting Contractor:**

**Name of Project:**

**Project Location:**

**Type of Project:**

**Total Square Footage:**                      **Approximate Man-hours:**

**Prevailing Wage Project:** Yes  No   
**Published Rate(s):**

**GC or Owner:**

**Bid Date:**

**Variance Requested:**

**NECA Representative:**

**Date Submitted:**

**Site Local Union Business Manager:**

Approved  Denied

**Comments:**

**Date:**

# Tennessee Statewide Recovery Agreement Job Start Form

The employer shall submit this form by fax or email to the site local union within 24 hours of starting a job.

➤ **Project Name:** [Redacted]

➤ **Project Location:**

○ **Address:** [Redacted]

○ **City:** [Redacted]

○ **County:** [Redacted]

➤ **Approximate Start Date:** [Redacted]

➤ **Approximate Duration:** [Redacted]

➤ **Estimated Manpower at Peak:**

JW	[Redacted]	CE	[Redacted]
APPRENTI	[Redacted]	CW	[Redacted]
CES	[Redacted]		[Redacted]

➤ **Site Local Union:** [Redacted]

➤ **Date Submitted:** [Redacted]

➤ **Submitting Contractor:** [Redacted]

➤ **Submitters Name:** [Redacted]

Submit a copy of this form to the appropriate site local union, NECA Chapter and 10<sup>th</sup> District IBEW

Tenth District, IBEW [dave\\_hoque@ibew.org](mailto:dave_hoque@ibew.org)

East TN Chapter NECA [chase@etnecanet.com](mailto:chase@etnecanet.com)

L.U. 175 [office@ibew175.org](mailto:office@ibew175.org)

L.U. 270 [ibew270@comcast.net](mailto:ibew270@comcast.net)

L.U. 429 [jledwell@ibew429.org](mailto:jledwell@ibew429.org)

L.U. 760 [tim@ibew760.org](mailto:tim@ibew760.org)

L.U. 934 [ibew\\_934@yahoo.com](mailto:ibew_934@yahoo.com)

L.U. 1925 [ibew1925@frontiernet.net](mailto:ibew1925@frontiernet.net)

Memphis Chapter NECA - [necamem@necamemphis.org](mailto:necamem@necamemphis.org)

L.U. 474- [info@ibewlocal474.com](mailto:info@ibewlocal474.com)