

IBEW TENTH DISTRICT INSIDE RECOVERY AGREEMENT

between

Local Unions

**175, 238, 270, 295, 342, 379, 429, 436, 474, 495, 553, 700,
760, 776, 934, 1516, and 1925**

IBEW

and the

**ARKANSAS, MEMPHIS, TENNESSEE, AND ATLANTIC COAST CHAPTERS
OF NECA**

January 1, 2026

To

December 31, 2028

I. BASIC PRINCIPLES

Listed Locals having inside jurisdiction in the 10th District of the IBEW, and all NECA Chapters having the same, in the interest of obtaining market share in the 10th District 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 the 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:

II. MISSION/PURPOSE

For the purpose of this agreement, the definition of “Recovery” is as follows: to regain possession or control of the electrical market which the IBEW and NECA have lost and are not currently working in.

III. INSIDE RECOVERY AGREEMENT PARTNERS

This is an agreement between the Arkansas, Memphis, Tennessee, and Atlantic Coast Chapters of the National Electrical Contractors Association (NECA) and IBEW Local Unions, 175, 238, 270, 295, 342, 379, 429, 436, 474, 495, 553, 700, 760, 776, 934, 1516, and 1925 IBEW.

It shall apply to all firms who sign an inside Letter of Assent to be bound by the terms of this Agreement and the site local inside agreement. Employers utilizing this Agreement are to sign the Agreement and submit the signed signature page to the site Local Union & NECA Chapter for each site project. As used hereinafter in the Agreement, the term “Chapter” shall mean the Arkansas, Memphis, Tennessee, or Atlantic Coast 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 to the local agreement, Project Labor Agreement or Memorandum to this Agreement.

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

IV. GEOGRAPHIC JURISDICTION

The jurisdiction of this agreement shall be all work covered by the scope contained in this Agreement within the inside jurisdiction of the Local Unions listed above in this Agreement.

V. EFFECTIVE DATE

This Agreement shall take effect on Jan 1st, 2026, and shall remain in effect until December 31st, 2028, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January through December 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.

The parties to this agreement have mutually set a goal of 3% increase in the average District wide market share as measured in August of the final year of this Agreement and reviewed by the TDRALMC and to make adjustments as necessary to achieve this goal. The TDRALMC shall develop the means and methods of calculating the market share.

THE FOLLOWING SCOPE OF WORK SHALL APPLY

This Agreement shall apply to all Commercial/Residential work covered by the Site Local Union's Collective Bargaining Agreement on projects of 200,000 square feet or less, provided however, that this Agreement shall not apply to projects worked under project labor agreements, national agreements, or to projects for which the contractor is required to pay prevailing wage under federal, state, or local law such as Tennessee Valley Authority (TVA), Davis Bacon or local ordinances.

In addition to the Small Works projects scope as listed above, the following Recovery Agreement scope shall apply as follows:

- Airports
- Assisted Living
- Street Lighting
- Conference Centers
- Traffic Signals
- Waste Treatment
- Roadway Construction
- Oil Well Service Work (not to include refineries)
- Theme Parks
- High Rise Condos
- Hospitals
- Solar Projects
- Cell Towers
- Distribution Center
- Parking Lot Lighting
- Educational Facilities
- Mfg. Facilities (Less than 100,000 sq. ft)
- Medical Treatment Facilities
- Warehouses
- Shopping Centers
- Medical Facilities
- Hotels/Motels
- Water Treatment
- Mass Transit
- Office Buildings
- Mfg. Expansion (Less than 25,000 sq. ft)
- Casinos
- Monitoring Systems
- Wholesale Facilities

*Contractor may request variance on square footage.

Note: All statewide and local agreements will continue to exist at the will of the local parties.

VI. 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 in 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 at least five (5) working days prior to bidding and approved before implementation by the site Local Union Business Manager (where the job is located).

If the contractor does not receive a response in writing within three (3) business days of receiving variance request the appropriate NECA Chapter will forward the request to the full TDRLMC, appropriate IBEW International Representative and NECA Field Representative for review.

Note: If there is **any question** about whether a project falls into the scope of this agreement the contractor should discuss it with the Business Manager of the site local union prior to the

bid date while a variance may be requested. This is intended to promote communication between the parties earlier in the process to avoid any pitfalls related to scope and the spirit of the agreement arising after the job is bid.

VII. CHANGES-GRIEVANCES-DISPUTES

The Tenth District Recovery Agreement Labor Management Committee, from here on known as TDRLALMC, shall be made up of five (5) representing the Unions (one from each State in the Tenth District, Tennessee shall have one (1) for each NECA Chapter) and five (5) representing the Chapters (one from each Chapter in the Tenth District). It shall select its own Chairman and Secretary. The Local Unions covered in each State shall select the Union representatives through the District International Vice President (IVP) and the Chapters covered in each State shall select the Management representatives for the committee. If the Local Unions or Chapters are unable to agree on their designees, the respective parent organization shall make the selection as to who will be appointed.

The TDRLALMC shall meet not less than 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 appropriate Regional Executive Director(s) (3&5) of NECA and the IBEW Tenth District Vice President.

Changes, grievances and disputes will be handled as provided:

CHANGES:

Any matter involving interpretations and or changes of this Agreement shall be referred to the "Tenth District Recovery Agreement Labor Management Committee." In the absence of a deadlock, the TDRLALMC's decision shall be final and binding. The interpretations shall be documented and sent to the RD(s) (3&5) and the IVP.

GRIEVANCES:

All grievances filed under this Recovery Agreement shall be received and handled first by the Site Local Union, only upon lack of resolve where the work is being performed (site local union) shall the TDRLALMC perform its duties. Any grievance not brought to the attention of the responsible opposite parties to this Agreement in writing within 15 working days of its occurrence shall be deemed to no longer exist. The time limit shall not apply to wages and benefit payments.

DISPUTES:

All disputes to this Agreement shall first be attempted to be resolved between the Site Local Union and the involved Employer. Only upon lack of resolve, shall any dispute or language interpretation go to the TDRALMC. Upon further lack of resolve the dispute shall be brought in writing to the IBEW 10th District IVP and the appropriate NECA RD(s) (3&5) to make all final and binding decisions and interpretations. These decisions and interpretations shall be reduced to writing.

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 TDRALMC 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.

VIII. MANAGEMENT RIGHTS/UNION RIGHTS

The Union understands the Employer is responsible to perform the work as required by the owner. Therefore, there are no restrictions to properly perform the work, in hiring and laying off employees, in transferring employees except those specifically provided for in this agreement or the site inside agreement in planning, directing, and controlling the operation of all his work, in deciding the number and kind of 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 Foreman, 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.

IX. 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 for any such concession.

X. 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 and a suitable financial status to meet payroll requirements.

XI. SURETY BOND

Each Employer shall furnish a surety bond made payable to the site Local Union to secure payment of all contract amounts due for fringe benefits, employee wage deductions, and other employer contract obligations, including the NECA/IBEW Family Health Plan, the Retirement Funds, National Electrical Benefit Fund (NEBF), National Electrical Industry Fund (NEIF) or NECA Service Charge, Joint Apprenticeship Training Committee and Trust Fund (JATC), Union Dues, Credit Union, C.O.P.E., Industry Receiving Trusts, National Labor Management Cooperation Committee (NLMCC), and Local Labor Management Cooperation Committee (LMCC). The bond amount each individual employer is required to remit is as follows:

0-20 Collective Bargaining Unit Employees - \$50,000
Every 20 additional Employees, the bond increases by \$20,000.00
The maximum bond required by this article is \$250,000

*Note: The above-mentioned bond is not intended to be a separate bond for both the Inside and Recovery Agreement. If this language is included in the Inside Agreement an additional bond is not required per the Recovery Agreement however, the bond shall be adequate to cover either the amounts as stated above or the amounts as stated within the Inside Agreement, whichever is higher.

XII. HOURS AND 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. A workweek shall consist of consecutive days such as 4–10-hour days Monday-Thursday/Tuesday-Friday ⁽³⁾ or 5–8-hour days Monday-Friday. ⁽³⁾ There is not a rolling seven-day week schedule. However, the workweek can be varied within the Mon-Fri. ⁽³⁾ parameters without incurring shift premiums or overtime generally associated with a shift of less than five days' duration.

⁽³⁾ (Wed.-Sat. in the Carolinas') (Monday-Sat. in the Carolinas') (Mon.-Sat. in the Carolinas')

No overtime shall be paid until (40) hours in the pay period or (8/10) hours in the workday have been worked. The forty-hour rule for overtime shall not apply to an employee's hire in week or if forty hours were not available, through no fault of their own, during the established workweek due to job conditions beyond their control. For example, inclement weather, or a contractor stopping the work during the work week, or an employee attending school or training, or Holidays falling during the scheduled workweek, etc.... There is no forty-hour requirement to receive Holiday pay. There is no forty-hour requirement to receive double time pay for Sunday in Arkansas and Tennessee. The regular scheduled "8/10-hour day" shall consist of a 30-minute, non-paid lunch period. The overtime rate shall be paid at (1 ½) times 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. All workmen shall be at the point designated by the Employer and be ready for work at the designated time for starting work.

Double time shall be paid on Sundays in Arkansas and Tennessee.

Holidays, Vacations and Breaks: As per local site inside agreement.

XIII. CLASSIFICATION/WAGES/FRINGES/EMPLOYER CONTRIBUTIONS

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

Classifications: Shall include General Foreman, Foreman, Inside Journeyman Wireman, Apprentice Wireman, Construction Electrician, Construction Wireman and any others agreed to by the local parties. Once selected and positioned at the appropriate level, Construction Wiremen/Electrician may be required to work a minimum of 1000 hours under probation to determine if they have been assigned to the proper classification level in the program or if they are able to perform to local industry standards and expectations. The probation period is only to assist in the proper classification and does not affect their benefits.

*Advancements will consider jobsite evaluations.

NOTE: This chart of advancement is only a sample recommendation for jurisdictions that do not already have guidelines in place. Locally established wage and advancement schedules shall prevail.

ADVANCEMENT:

Levels	Total Documented Experience (Includes Both Previous & Program Accumulated)	Advancement Requirements for Movement to Next Level
CW-1	0 – 2,000 Hours	2,000 Hours of Documented Experience
CW-2	2,001 – 3,500 Hours	3,500 Hours of Documented Experience
CW-3	3,501 – 5,000 Hours	5,000 Hours of Documented Experience
CW-4	5,001 – 6,500 Hours	6,500 Hours of Documented Experience
CW-5	6,501 – 8,000 Hours	8,000 Hours of Documented Experience
CE-1	8,001 – 9,000 Hours	9,000 Hours of Documented Experience

CE-2	9,001 – 10,000 Hours	10,000 Hours of Documented Experience
CE-3	10,001 – 12,000 Hours	12,000 Hours of Documented Experience
JIW	12,001 or more Hours	2025 IBEW-NECA Category One Language shall apply

Wages and Fringe Benefits: The minimum hourly rate of wages, benefits and training requirements shall be as agreed to by the local parties per the site Local Union CBA or applicable wage sheets where the work is being performed and as reflected on the Site Local Union wage sheet.

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 seven (7) 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 $\frac{1}{2}$ hour prior to quitting time. If Employees are signed up for the electronic money transfer will have their pay processed within 24 hours. Employees who are discharged for cause or voluntary quit shall be paid their wages on the normal payday. Assessments or Penalties for late pay or non-payment of wages shall be as per the Site Local Inside Collective Bargaining Agreement. Pay stubs may be sent electronically.

Employer Contributions:

Employer contributions as listed per the site CBA, such as Benefits, Working Assessments, Apprenticeship Contributions, Local Labor Management Cooperation Committees, NLMCC, Local Receiving Trust/or Administrative Contributions and other Local Educational Industry Advancements Funds, etc. shall be made as agreed to by the local parties in the jurisdiction of the Site Local Union where the work is being performed and as reflected on the Site Local Union wage sheet.

XIV. RECOVERY AGREEMENT COLLECTION AGENT

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

XV. MANPOWER RATIO

On all jobs covered by this Agreement, the crew mix can be supplemented by the employer with construction wireman/construction electrician as allowed in the management rights clause of this Agreement. Whenever indentured apprentices are available for work assignments the employers will make every effort to employ them as soon as reasonably possible. A maximum ratio of one (1) Inside Wireman to every five (5) lesser classifications (apprentices, construction wiremen/electricians, etc.) may be employed in all shops with five (5) or more workers employed under the terms of this agreement unless otherwise prohibited by "local", "state", "federal" "statute. There shall be a maximum ratio of one (1) Journeyman Wireman to every five (5) employees of different classifications per jobsite. A Journeyman Wireman is required on the project as the sixth (6th) worker or when apprentices are used.

(See mandatory apprenticeship and mandatory licensing statutes for Arkansas)

XVI. JOURNEYMAN WIREMAN REFERAL

Inside Journeyman 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 Journeyman Wiremen under the terms and conditions of this agreement.

XVII. TRAINING, STANDARD INSIDE APPRENTICESHIP LANGUAGE

The JATC from the home Local Union shall be responsible for, and will be required to, offer classroom and/or online training opportunities for all levels of Construction Wireman and Construction Electricians, as well as Inside Wireman upgrade training for Construction Electricians. To ensure that local JATCs comply, they will be required to provide, on an annual basis, a report to the IBEW 10th District Office, the appropriate region of NECA, the appropriate NECA Chapter and the Site Local Union, listing the training that was offered, the dates of said training, and the number of Construction Wireman and Construction Electricians taking said training. Successful organizing and training 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.

XVIII. PLACEMENT OF CONSTRUCTION WIREMAN AND CONSTRUCTION ELECTRICIANS

A list referred to hereafter as the "Available for Work List" or a similar process as determined by the applicable site local 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 exist, 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 the Contractor. Provided the Employer has exhausted those two efforts and the site local cannot provide CW/CE, then 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 interest of employees in their employment status within the area 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", or similar process which shall list the qualified applicants which may, or may not have, previously been employed by employers' signatory to this or any other IBEW agreement. The Local Union shall maintain on file an application, resume, current CW/CE evaluation, and proof of IBEW orientation given to each applicant.
 - B. In regard to 4.A above, the local shall have the right to send a CW/CE based on their local criteria and in any order deemed appropriate to provide the needed manpower.
5. A copy of this Placement Procedure set forth in this Addendum 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.

XIX. REFERRAL/DIRECT HIRE

Inside Journeymen Wiremen may be referred to work under this agreement. The IBEW standard referral system will be used by the Employer to obtain workers with the "Inside Wireman" classification. 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.

If the site Local Union cannot provide Construction Electricians/Construction Wireman for placement, as laid out in the CW/CE placement language of this agreement, the Employer may direct hire "Construction Electricians/Construction 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, pay rates, contact information, and social security numbers of such applicants within 24 hours; and send the applicants to the local union for processing within five (5) working days. 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 TDRALMC.

Any direct hire not referred or placed by a LU shall have the status of "temporary employee" and shall be replaced as soon as registered applicants for employment are available under the referral or placement procedure.

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 agreement 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 in Arkansas or the Carolinas') and for (1000 hours in Tennessee.) or until laid off whichever comes first.

XX. 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 of 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 the Placement Section of this 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 the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral/Placement Procedure records at any time during normal business hours.

XXI. 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 on the placement list.

XXII. 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 interest of privacy and confidentiality, to provide a drug-free workforce for the Electrical Construction Industry.

XXIII. 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 employee and site local union.

XXIV. JOB START NOTIFICATION

- 1) The employer shall notify the site local union by e-mail within ten (10) days of starting a job, the job address, approximate duration, name of onsite supervisor, cell phone number of onsite supervisor and estimated manpower at peak. Notification shall be made by utilizing the “Job Start Form” attached to this agreement.
- 2) Within 48 hours of receiving the Job Start Form, the Local Union shall review the project to determine if it is in the spirit of Article II of this agreement. If the project clearly falls within the spirit of Article II, the LU will notify the contractor without delay. If the project is in question, it shall be referred to the TDRALMC who shall review and issue a decision regarding the challenged project within 48 hours. In the event the TDRALMC cannot reach an agreement, it shall be sent to the Tenth District IVP and NECA Regional Director shall make the final interpretation.
- 3) 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. The employer will send a list of the craftsmen to the site local union at the request of the Business Manager.
- 4) **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 and acknowledged.** Projects meeting the spirit of Article II will not be unreasonably denied.

Note: If there is **“any question”** about whether a project falls into the scope of this agreement the contractor should discuss it with the Business Manager of the site local union prior to the bid date while a variance may be requested. This is intended to promote communication between the parties earlier in the process to avoid any pitfalls related to scope and the spirit of the agreement arising after the job is bid.

XXV. PORTABILITY

An employer signatory to this Recovery Agreement shall have full manpower portability within the Inside Jurisdiction of the IBEW Tenth District. For the purpose of this section, full portability shall mean those employees, employed by the employer for a minimum of two (2) weeks.

- (1) Wages and Fringe benefits: Under the portability provision, all wages shall be based on the Site Local Union's inside CBA or applicable wage sheet as referred to in this agreement, from where the work is performed, or whichever is higher if transferred. 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 Wireman/Electrician levels shall be based on the Site Local Union's approved Inside CBA top Journeyman wage rate and local union wage sheet.
- (6) Any question or dispute concerning the Portability provisions of this Agreement shall be resolved by the TDRALMC.
- (7) 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 within 24 hours of starting the job. Checking in can be accomplished by faxing or e-mailing the employee's name and classification, and dues receipt.
- (8) 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 shall assist the site Local Union in this process.

XXVI. 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 employer and the Local Union agree to participate in Job Fairs/Industry Nights to address any issues.

XXVII. SUPERVISION

Work performed by Construction Wiremen and Construction Electricians 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 may work alone if deemed qualified by the employer and permitted by "local, state, and federal statutes. At no time shall an IBEW Journeyman Wireman or apprentice be supervised by a lesser classification. Foreman may perform work as designated by the employer unless restricted by the local site CBA.

Foreman or GF ratios shall refer to the site local CBA. 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.

XXVIII. 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 wiremen apprentice.

XXIX. SAFETY

It is the Employer's exclusive responsibility to ensure 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 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.

XXX. SUBSISTENCE AND TRAVEL

No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workers are ordered to report on the job. (b). The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses. All subsistence and travel rates shall be calculated using the U.S. GSA rates which can be found using the following link. <https://www.gsa.gov/travel/plan-book/per-diem-rates>

XXXI. 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

Signed by:

Cindy Estes Williams

AAA3CC455E5544...

Cindy Estes Williams, Arkansas Chapter of NECA

12/1/2025

Date

DocuSigned by:

Zachary Casutt

04B39345C9824E7...

Zachary Casutt, Memphis Chapter of NECA

12/4/2025

Date

DocuSigned by:

Chase Pendergraft

CEC6AC8B0B4A4AA...

Chase Pendergraft, Tennessee Chapter of NECA

12/3/2025

Date

DocuSigned by:

Richard Padilla

05A4DA19096B44F...

Richard Padilla, Atlantic Coast Chapter of NECA

12/1/2025

Date

SIGNED BY PARTICIPATING EMPLOYER

Date

By signing 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.

SIGNED FOR THE UNION

BM Sterling Shelton, LU 175

Date

Signed by:

Rick Sluder

3CF0A3E7B1314D5...

12/3/2025

BM Rick Sluder, LU 238

Date

BM Daniel Smith, LU 270

Date

DocuSigned by:

William French

CAA93078DE8F405...

12/1/2025

BM William French, LU 295

Date

DocuSigned by:

Alvin Warwick

2C4E6799AC86465...

12/1/2025

BM Alvin Warwick, LU 342

Date

Signed by:

Darren Helms

C2FEE0629A014E2...

12/2/2025

BM Darren Helms, LU 379

Date

BM Jeremy Butler, LU 429

Date

DocuSigned by:

Kevin Smith

526DC3360FD94B4...

12/1/2025

BM Kevin Smith, LU 436

Date

DocuSigned by:



0474BEE5877041B...

12/1/2025

BM Noel Sherman, LU 474

Date

Signed by:



792B174B6DCA458...

12/4/2025

BM Van Mumford, LU 495

Date

Signed by:



63FCE388898F491...

12/2/2025

BM Rob Axford, LU 553

Date

Signed by:



9CCE0BCEE176448...

12/1/2025

BM Eugene Wilson, LU 700

Date

BM Tim Oaks, LU 760

Date

DocuSigned by:



D80E8B0F502B401...

12/3/2025

BM James Hollman, LU 776

Date

BM Roger Farmer, LU 934

Date

DocuSigned by:



BA3D030062D3403...

12/2/2025

BM Scott McKenzie, LU 1516

Date

Signed by:



09A5D58ED1B1466...

12/1/2025

BM Shane Roberts, LU 1925

Date

Attachments include:

Recovery Agreement Job Start Form

Recovery Agreement Variance Request Procedure and Form