

QUESTIONS & ANSWERS
IBEW TENTH DISTRICT INSIDE RECOVERY AGREEMENT

1 *Why draft a district-wide inside recovery agreement?*

Answer: The IBEW Tenth District, and its local unions, drafted and executed the IBEW Tenth District Inside Recovery Agreement to create a market recovery vehicle that was applicable throughout the IBEW Tenth District, established terms and conditions that would be consistent throughout the district, **and** would allow for full portability of manpower throughout the district.

2 *What is required to be able to utilize the agreement?*

Answer: A contractor must do five (5) things to utilize the recovery agreement – (1) sign a letter of assent to the IBEW Tenth District Inside Recovery Agreement, (2) sign a letter of assent to the site local union inside agreement, (3) execute the signature page of the recovery agreement, (4) submit to the site local union by email or fax a “Job Start Form” within 24 hours of starting a job, and (5) submit the executed signature page to the site local union and NECA chapter for **each** site project.

3 *What is the jurisdiction of the agreement?*

Answer: The IBEW Tenth District Inside Recovery Agreement can be used in all Tenth District local union jurisdictions **except for** LU 175 (Chattanooga) and LU 270 (Oak Ridge). While Local Unions 175 and 270 are not signatory to the District Wide at this time, they are willing to work with contractors in gaining work in their jurisdictions. If you desire to work under the terms of the District Wide Agreements, you should contact the respective local union directly regarding a possible variance and/or project agreement.

4 *What is meant by, “This scope does not apply to jobs being worked under Local Agreements, National Agreements, PLA’s, or work done on jobs where prevailing wages and conditions are set by Federal, State or Municipal Law such as Tennessee Valley Authority (TVA), Davis Bacon or local ordinances”.*

Answer: It is not the intent of the IBEW Tenth District Inside Recovery Agreement to cover work that already has an agreement pertaining to a specific customer or type of work. “Local Agreement” does not mean the Local Inside Agreement.

5 *Is it the intent, as stated in Section V, that the IBEW Tenth District Inside Recovery Agreement will supersede other locally negotiated Statewide Agreements (SWA) addendum, Recovery Agreement, or M.O.U. pertaining to the scope of the work covered by this agreement...?*

Answer: The language in the District Wide Recovery Agreement states it will supersede the individual Statewide Recovery Agreements upon signing. The intent of the District Wide Agreement is to create a “no hassle, hands free” agreement that levels the playing field for all contractors, all locals, across the District. It has been noted that not all contractors are comfortable

with the District Wide Agreement, therefore latitude will be allowed for the continuance of the Statewide Agreements. Currently, the Statewide Agreements expire as follows:

Arkansas-August 31, 2020

Tennessee-September 30, 2021

North and South Carolina-December 31, 2020

The Tenth District does not intend to dismiss opportunities for market share and employment, but the **local parties must be in mutual agreement** to extend these agreements. If the local parties agree to extend the Statewide Agreement, an MOU shall be executed by the parties and submitted to the District Office.

The Tenth District will endorse neither the extending nor terminating of the Statewide Agreements. The District will support the wishes of the local unions that are parties to the Statewide Agreement. If the parties extend the Statewide Agreement, the contractor must declare in the job start form for the proper agreement (Statewide or District Wide), otherwise the terms of the Local Inside Agreement will apply until the job start form is filed with the local union and NECA chapter.

6 *Where should a contractor send a Request for Variance?*

Answer: A contractor should submit requests for variance, using the prescribed Tenth District Recovery Agreement Variance Request Form, to the appropriate (site) NECA Chapter with a copy to the site local union.

7 *What are the time thresholds for a variance request to be submitted and the subsequent response to be returned?*

Answer: Variance requests must be made by the contractor on the Tenth District Recovery Agreement Variance Request Form at least five (5) working days prior to the bid date and time of a project. The site local union will provide a decision on the variance request to the appropriate (site) NECA Chapter within two (2) working days after receiving the variance request.

8 *Where does the variance request response get sent?*

Answer: The variance request response is to be sent by the site local union to the appropriate (site) NECA Chapter. The NECA Chapter is responsible for informing all contractors bidding on a job as to what, if any, variance has been granted.

9 *What are the consequences of not submitting a Job Start Form?*

Answer: If a contractor fails to submit a Job Start Form, the job would not be considered to be worked under the IBEW Tenth District Inside Recovery Agreement until a Job Start Form has been submitted and would be subject to the terms and conditions of the site local union inside agreement until a Job Start Form has been submitted.

10 How does a contractor who is signatory to both the IBEW Tenth District Inside Recovery Agreement and a Statewide Agreement (SWA) addendum designate which agreement will be used on a job?

Answer: A contractor designates the agreement to be used by following the job start notice requirements for the applicable agreement. For the IBEW Tenth District Inside Recovery Agreement, a contractor would submit the Job Start Form and the executed signature page for each site project. For the Arkansas, Carolinas, or Tennessee Statewide Agreements, the Job Start Form for the respective statewide jurisdiction would be applicable. All Job Start Forms are specific to the applicable jurisdiction and the applicable jurisdiction is identified at the top of the form.

11 What is the manpower portability provision within the IBEW Tenth District Inside Recovery Agreement?

Answer: Employers domiciled within the IBEW Tenth District shall have full portability of manpower within the inside jurisdiction throughout the IBEW Tenth District. For the purpose of this agreement, full portability shall mean those employees employed by the employer for a minimum of two (2) weeks. For employers domiciled outside of the IBEW Tenth District, the terms and conditions of the National Portability Agreement shall apply.

12 What wage rate and fringe benefit package is applicable to employees brought into a jurisdiction through the portability provision?

Answer: Under the portability provision of the IBEW Tenth District Inside Recovery Agreement, all wages shall be based on the site local union's inside collective bargaining agreement or the applicable wage sheet from the referring local union, whichever is higher. All fringe benefits, working assessments, and apprenticeship contributions shall be paid to the site local union where the work is performed.