

OUTSIDE CONSTRUCTION LINE AGREEMENT

Covering the Gulf Power Company's Service Territory in 11 counties in Florida (Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf & Gadsden)

BETWEEN

**SOUTHEASTERN LINE
CONSTRUCTORS CHAPTER, NECA**

AND

Local Union 676, IBEW

December 1, 2024 through November 30, 2025

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OUTSIDE CONSTRUCTION AGREEMENT ELECTRICAL

Agreement by and between the **SOUTHEASTERN LINE CONSTRUCTORS CHAPTER, NECA** and **LOCAL UNIONS 676, IBEW**.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the Southeastern Line Constructors Chapter, NECA, and the term "Union" shall mean Local Union 676, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

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:

ARTICLE I EFFECTIVE DATE--CHANGES--GRIEVANCES--DISPUTES

Section 1.01 This Agreement shall take effect December 1, 2024, and shall remain in effect until November 30, 2025 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

CHANGES:

Section 1.02

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

- (c) The existing provisions of the Agreement, including this article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 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.

Section 1.04 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.

GRIEVANCES/DISPUTES:

Section 1.05 There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01 This Agreement covers wage rates, hours of work, and other conditions of employment for employees working for employers engaged in the business of erecting, installing, altering, repairing, servicing, or maintaining overhead or underground electrical transmission or distribution systems, including communication and signal systems, substations and/or switching stations for all of Gulf Power Company's service territory in eleven counties in the State of Florida.

Section 2.02 The Employer recognizes the Union as the sole and 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.

Section 2.03 The employer shall have the right to call Foreman by name provided:

- a) The employee has not quit his previous employer within the past 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 as a Foreman. Upon such request, the business manager shall notify the said foreman provided the name appears on the highest priority group.
- c) When an employee is called as a foreman he must remain as a foreman for 1,000 hours or must receive a reduction in force (R.O.F.).

FAVORED NATIONS:

Section 2.04 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 Employer of any such concession.

WORKERS' COMPENSATION INSURANCE:

Section 2.05 Employers working under this Agreement shall carry Workman's Compensation Insurance in accordance with the laws of the State in which the work is being performed. They shall also be contributors to Social Security Plan, and to the Federal and State Unemployment Benefit Plan. Suitable proof of such coverage and contributions shall be furnished to the Union upon request.

MANAGEMENT RIGHTS:

Section 2.06 The Union understands the Employer is responsible to perform the work required by the owner. The employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining 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, 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.

NON-RESIDENT EMPLOYEES: (*Portability*)

Section 2.08 An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.09 No applicant or employee, while he remains subject to employment by employers operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.

UNION RIGHT TO DISCIPLINE MEMBERS:

Section 2.10 The Union reserves the right to discipline its members for violations of its laws, rules and Agreements.

APPOINTMENT OF STEWARDS:

Section 2.11 The Union has the right to appoint stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such steward shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or job. No Steward shall be discriminated against by any employer for the faithful performance of his duties as steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. It is further agreed that when three (3) or more workmen are required, the job steward shall work if qualified to perform the work.

UNION JOB ACCESS:

Section 2.12 The Representative of the Union shall be allowed access to any shop or job at any time where workmen are employed under the terms of this Agreement.

TOOL LIST:

Section 2.13 Journeyman Linemen and Apprentices shall provide themselves with the following tools: Body belt and safety climbers, sidecutters, channel lock pliers, screwdrivers, 12 inch crescent wrench, six foot ruler and hammer. The Employer will furnish other necessary tools or equipment.

Section 2.14(a) When the Employer starts a job within the jurisdiction of any of the Local Unions signatory to this Agreement, the Referral Procedure contained in Article IV shall apply. Thereafter, the Employer shall be permitted to transfer fifty (50) percent of the employees, by classification, in the Local Union's jurisdiction where work is to be performed. He shall employ the additional fifty (50) percent of the crew from the Local Union in whose jurisdiction the work is to be performed, provided the Local Union can furnish competent employees on the basis mentioned herein. The reduction in force shall be made on the same basis.

AGE-RATIO:

Section 2.15 On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

ANNULMENT/SUBCONTRACTING:Section 2.16

- (a) Local Unions 676 is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph two (2) of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

- (b) The subletting, assigning, or transfer by an individual Employer of any work in connection with the electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining Representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.
- (c) All charges of violations of paragraph two (2) of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

GRIEVANCE PROCEDURE:

Section 2.17

Step I

An employee who believes that he/she has been aggrieved shall meet with the Union Representative and the immediate supervisor and attempt to settle the grievance. The Employer shall provide to the Local Union Business Manager a written notice of the Employers supervisory chain of command for each project on the agreed to standard form.

Step II

If the grievance is not resolved at the step I level, the employee no later than forty eight (48) hours from the response of the immediate supervisor in step I shall reduce the grievance to writing stating the facts given rise to the grievance and the remedy sought. The grievant shall date and sign the grievance and submit the written grievance to the Employer representative with notice to the affected Business Manager. Upon receipt of the written grievance, the Business Manager shall send a copy of the grievance to the IVP, the NECA Chapter Manager and the Employer. Within five (5) working days from the receipt of the grievance, the Employer shall respond in writing to the grievant with copies to IVP, Chapter Manager and Business Manager.

Step III

If the grievance is not resolved at the step II level, the matter shall be referred to the Labor Management Committee within forty eight (48) hours.

- a) If a grievance is not presented as outlined in step (1) above within thirty days of its occurrence, it will be deemed to no longer exist.

ARTICLE III
HOURS-WAGE PAYMENTS-WORKING CONDITIONS

HOURS:

Section 3.01 Eight consecutive hours shall constitute a work day between the hours of 7:00 AM and 4:30 PM, Monday through Friday inclusive, with one-half (1/2) hour, 12:00 noon to 12:30 P.M. set aside for a lunch period as agreed upon by the Business Manager and the Employer.

- (a) Ten consecutive hours shall constitute a work day between the hours of 6:30 AM and 6:00 PM, Monday through Thursday inclusive, with one-half (1/2) hour for lunch between the hours of 11:00 A.M. and 1:00 P.M. Friday may be utilized as a make-up day, and if utilized, a minimum of eight (8) hours must be scheduled.
- (b) Upon the consent of the Union, Tuesday through Friday may be used as a standard work week; work week may be changed upon a 3 day notification.
- (c) All work performed for an emergency call out before or after normal work hours shall be paid at time and one-half (1 and 1-1/2) the regular straight time rate of pay, except on Sunday or Labor Day which will be paid at the double time rate.

OVERTIME/HOLIDAYS:

Section 3.02 When working a 4-10's or 5-8's work schedule, Friday may be scheduled as a make-up day and all hours worked shall be paid at the straight time rate of pay until such time that the employee has accumulated 40 hours in the work week.

Section 3.03 The following day or days celebrated in lieu thereof shall be considered holidays: Fourth of July, Labor Day, Thanksgiving Day, The day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day. All work performed on holidays and on Sundays shall be paid for at double the employee's regular straight time rate. If the customer observes one of the above holidays on a day different from any of the above days then the Employer may, with prior approval of the Business Manager, observe the same day as the customer. Only the above holidays will be recognized by the Union.

Section 3.04 Employees having worked the regular work period who are required to work past 6:30 PM on storm-damage or emergency work, shall be furnished a meal and meals every six (6) hours thereafter. Meals are to be eaten on the Employer's time.

Section 3.05 Each individual Employer shall furnish the Local Union with a copy of the monthly payroll showing the names of all workmen, together with the number of hours worked and the amount of wages paid.

Section 3.06 Wages shall be paid each week in cash or designated payroll check, and not later than regular quitting time on Friday. Not more than one week's wages shall be held back.

Section 3:07 (a) 12/01/2024 through 12/31/2024 the minimum hourly rate of wages shall be as follows:

LU 676 OVERHEAD WAGE RATES										
12/1/2024-12/31/2024										
CLASSIFICATION	BASE WAGE	LINECO	NEBF	HRA	SELCAT	SERF	NEIF	AMF	NLMCC	TOTAL PACKAGE
		\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	
Journeyman Lineman	\$41.58	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$58.38
Foreman JL + 2.00	\$43.58	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$60.81
General Foreman JL + 4.00	\$45.58	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$63.24
Apprentice:										
1st period (60% JL)	\$24.95	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$38.17
2nd period (65% JL)	\$27.03	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$40.70
3rd period (70% JL)	\$29.11	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$43.23
4th period (75% JL)	\$31.19	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$45.75
5th period (80% JL)	\$33.27	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$48.28
6th period (85% JL)	\$35.35	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$50.81
7th period (90% JL)	\$37.43	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$53.33
*HEO	\$41.58	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$58.38
Equipment Operator	\$35.35	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$50.81
WTO	\$24.95	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$38.17
Groundman w/CDL	\$20.79	\$7.25	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$33.12
**Groundman	\$18.87	\$7.25	3.0%	\$0.00	1.5%	2.5%	1.0%	\$0.15	\$0.01	\$27.79
* HEO pay 30T crane and greater, D8 dozer or larger										
**Groundman pension rate is set at the minimum contribution for SERF										

NOTE:

The LINECO hourly contribution rate is expected to increase during the term of this agreement. Management agrees to cover up to \$0.25 of any scheduled contribution rate increase in each calendar year, effective 12/1/2024 through 11/30/2025.

Section 3:07 (b) 01/01/2025 through 11/30/2025 the minimum hourly rate of wages shall be as follows:

LU 676 Overhead Wage Rates										
1/1/2025-11/30/2025										
CLASSIFICATION	BASE WAGE	LINECO	NEBF	HRA	SELCAT	SERF	NEIF	AMF	NLMCC	TOTAL PACKAGE
		\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	
Journeyman Lineman	\$41.58	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$58.63
Foreman JL + 2.00	\$43.58	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$61.06
General Foreman JL + 4.00	\$45.58	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$63.49
Apprentice:										
1st period (60% JL)	\$24.95	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$38.42
2nd period (65% JL)	\$27.03	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$40.95
3rd period (70% JL)	\$29.11	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$43.48
4th period (75% JL)	\$31.19	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$46.00
5th period (80% JL)	\$33.27	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$48.53
6th period (85% JL)	\$35.35	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$51.06
7th period (90% JL)	\$37.43	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$53.58
*HEO	\$41.58	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$58.63
Equipment Operator	\$35.35	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$51.06
WTO	\$24.95	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$38.42
Groundman w/CDL	\$20.79	\$7.50	3.0%	\$0.45	1.5%	16.0%	1.0%	\$0.15	\$0.01	\$33.37
**Groundman	\$18.87	\$7.50	3.0%	\$0.00	1.5%	2.5%	1.0%	\$0.15	\$0.01	\$28.04
* HEO pay 30T crane and greater, D8 dozer or larger										
**Groundman pension rate is set at the minimum contribution for SERF										

NOTE:

The LINECO contribution rate is expected to increase during the term of this agreement. Management agrees to cover up to \$0.25 of any scheduled contribution rate increase in each calendar year, effective 12/1/2024 through 11/30/2025.



Section 3.08 Operators shall be paid Heavy Equipment Operator (HEO) base rate when operating cranes of 35 tons or greater or operating a D8 bulldozer or larger.

Section 3.09 All operator classifications shall have a Class A CDL.

Section 3.10 Prior to Advancement all groundmen shall have a Class B CDL.

Section 3.11(a) The Employer may establish crew headquarters in a location accessible by a paved road, with necessary emergency equipment and sanitary facilities available. If the headquarters does not have a permanent shelter, the Employer will provide a suitable shelter, this shelter is not intended to include man haul equipment. All established headquarters will be within ten miles radius of an area in which meals and lodging are available.

- (b) In the event crew headquarters are changed for less than ten (10) calendar days, the Employer shall pay twenty dollars (\$20.00) per day, per man, for room and board for the entire period unless the employees and the Business Manager or Representatives are notified prior to quitting time on Friday, so that headquarters may be moved over the week end.
- (c) The crew shall leave crew headquarters at regular starting time. Work shall stop on the job in time to allow tools and materials to be loaded on trucks by regular quitting time. Should the return trip to crew headquarters require more than thirty minutes after regular quitting time, the crew shall be paid for the additional time. Truck drivers driving trucks and others loading and handling materials or tools after regular quitting time shall be paid for the time worked.
- (d) The regular work period of eight (8) hours shall include one-way traveling time from the regular established crew headquarters for the job. Employees driving trucks shall be paid for all time worked.
- (e) Transportation that is furnished a Foreman or General Foreman is understood to be for his convenience in discharge of his duties and shall at no time be used to transport materials or equipment of any nature.

UNION DUES DEDUCTION:

Section 3.12 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 hold the Employer harmless from any action growing out of any such deduction and assumes full responsibility for the disposition of the funds so deducted once they have been sent to the Union or its designee.

RATIO OF FOREMEN TO JOURNEYMEN:

Section 3.13(a) When three (3) or more Journeymen are employed on a job, one shall be designated as Foreman by the Employer.

(b) Distribution Crews shall consist of not more than ten (10) men.

(c) Transmission Line Crews shall consist of not more than twelve (12) men.

(d) General Foremen shall be required as follows:

With 25 to 59 men employed----1 General Foreman

With 60 to 109 men employed---2 General Foremen

Over 110 men employed-----3 General Foremen

Section 3.14(a) When transmission crews do not exceed six (6) men including the Foreman, then the Foreman may work with the tools.

Section 3.15 Employees reporting for work who have not otherwise been notified not to report at least fifteen and one-half (15 ½) hours before reporting time, shall be allowed two (2) hours at regular rate for reporting. The employee shall remain at the reporting point for these periods to perform such tasks as are required.

Section 3.16 Groundmen and Operators shall not do Journeyman or Apprentice work but will assist Journeyman and Apprentice in the performance of their duties; such as, but not limited to, framing or lacing structures, pulling guys, installing anchors, etc.

Section 3.17 A Journeyman Lineman or an Apprentice is permitted to operate equipment at the discretion of the Employer.

SHIFT WORK:

Section 3.18 When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 AM and 4:30 PM. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 PM and 12:30 AM. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 & 1/2) hours work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 AM and 8:00 AM. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1 ½) the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.19 Apprentice Linemen shall work under the direct supervision of Journeymen and shall not be permitted to handle energized line work on voltages exceeding four hundred and eighty (480), until Apprentices have been rated at third six month step (3/6).

IBEW/COPE FUND:

Section 3.20 The Employer agrees to deduct an amount equal to five cents (\$.05) per hour from the wages of each employee who voluntarily authorizes such deduction on the bottom portion of their referral form provided for that purpose by the Local Union, for contribution to the. The Union agrees to hold Employer harmless from any action growing out of any such deduction and assumes full responsibility for the disposition of the funds so deducted once they have been sent to the Union or its designee.

NAMED STORMS:

Section 3:21 In the event an employee is called for a customer declared (named storms), responding employees will be paid double time (2x) the regular straight-time rate of pay with exception to the following:

When crews are mobilized for emergency storm restoration (named storms), they shall be paid at one and one-half times the regular straight-time rate of pay per this agreement. When crews are requested to standby at the utilities base or hotel, after mobilization, hours are paid at time and one-half the regular straight-time rate of pay until they begin actual restoration work. Demobilization begins when the customer releases the crews to return home. Demobilization will be paid at the rate one and one-half times the regular straight-time rate of pay.

Section 3.22 All environmental and remediation work, foundation, crane, clearing/cutting/trimming of trees and vegetation, flagging, matting and fencing work may be performed by employees not covered under this agreement. IBEW members will be utilized to the fullest extent possible on all aspects of the work.

Section 3.23 All safety or protective equipment issued and assigned to an Employee shall be charged to that Employee and shall be turned into the Company upon request. Employees who lose or fail to turn in their safety or protective equipment, which was issued to them, shall have the value of the equipment deducted from their pay. When the Employer issues PPE to an individual Employee, the items issued will be documented and signed for by the Employee and the Employee is responsible for the items issued to him/her. The documentation will include a description, quantity, and the replacement cost of each item issued.

Section 3.24 For high voltage barehand work a \$3.00 per hour premium will be paid to workmen who are actually engaged in doing the work from a bucket truck.

ARTICLE IV **REFERRAL PROCEDURE**

Section 4.01 In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the 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 referral of applicants for employment.

Section 4.02 The Union shall be sole and exclusive source of referral of applicants for employment.

Section 4.03 The Employer shall have the right to reject any applicant for employment.

Section 4.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral 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 referral shall be in accord with the following procedure.

Section 4.05 The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

CLASSIFICATION A: Journeyman Lineman - Journeyman Technician

GROUP I All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3-1/2) years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade and who have passed a Journeyman's Lineman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Area Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market area and who have been employed in the normal construction labor market for at least six (6) months in the last two and one-half (2-1/2) years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

CLASSIFICATION B: Heavy Equipment Operator

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have experience in the trade, and have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

CLASSIFICATION C: Groundmen - Truck Driver

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have worked in the trade for more than one year.

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP IV All other applicants for employment.

Section 4.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08 "Normal Construction labor market", is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

All work performed for Gulf Power Company in their Service Territory in the following counties in the state of Florida: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, and Gadsden. This area will be administered by Local Union 676.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

Section 4.09 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10 An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Outside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one half (3 1/2) years' experience in the trade.

Section 4.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION:

Section 4.12 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.13(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place with the Group.

(b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within five business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her 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.

Section 4.14 The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.15 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public member appointed by both of these members.

Section 4.16 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 4.01 through 4.14 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.

Section 4.17 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 the normal business hours.

Section 4.18 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.19 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

ARTICLE V **APPRENTICESHIP AND TRAINING**

Section 5.01 The Area Training Agreement entered into between the Southeastern Line Constructors Chapter of NECA, and IBEW Local Union number 676 as approved by the International President on February 4, 2000, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is 1.5% of the gross labor payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

ARTICLE VI **FRINGE BENEFITS**

NEBF:

Section 6.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

HEALTH AND WELFARE:

Section 6.02 The Employer agrees to pay into the **Line Construction Benefit Fund**, as established by the Amended Agreement and Declaration of Trust, five dollars and zero cents (\$5.00) per hour worked beginning January 1, 2011. The payment shall be made by check or draft and shall constitute a debt due and owing to the Line Construction Benefit Fund on the last day of each calendar month. The payment and payroll report shall be mailed to reach the appropriate office of the Line Construction Benefit Fund not later than fifteen (15) calendar days following the end of each calendar month. Individual Employers who fail to make payment as provided above shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the Employers fail to show satisfactory proof that delinquent payments have been made to the Welfare Fund. **Management will cover up to \$0.25 of any scheduled contribution rate increase in each calendar year, effective 12/1/2024 through 11/30/2025.**

The Employer agrees to be bound by the Amended Agreement and Declaration of Trust of the Line Construction Benefit Fund, and by any future amendments thereto. The Employer agrees that it shall be bound by all action taken by the Trustees of the Line Construction Benefit Fund in the administration of the Fund pursuant to the provisions of the Agreement and Declaration of Trust or as it may hereafter be amended.

Section 6.03 Beginning December 1, 2021, the employer agrees to pay into a benefit fund, known as the Line Construction Health Reimbursement Account (HRA), an amount equal to \$0.25 per hour worked for all classifications covered by this agreement. The contribution amount will increase to \$0.35 on December 1, 2022, and \$0.45 on December 1, 2023. The contribution and report form shall be issued to the office of LINECO not later than fifteen (15) calendar days following the end of each calendar month.

PENSION:

Section 6.04 Effective December 1, 2004 the Employer shall pay into the **Southern Electrical Retirement Fund**, located at 3928 Volunteer Drive, Chattanooga, Tennessee 37416, as established by the Agreement and Declaration of Trust executed as of March 1, 1974, the sum of 16% of the straight time hourly rate per hour worked for the Employer by all Employees, except groundmen, covered by this agreement. The payment shall be made by check or draft and shall constitute a debt due and owing to the Southern Electrical Retirement Fund on the 15th day of each calendar month. The payment and payroll report shall be mailed to reach the appropriate office of the Southern Electrical Retirement Fund not later than fifteen (15) days following the end of each calendar month. Individual employers who fail to make payments as provided above, shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union provided the Employers fail to show satisfactory proof that delinquent payments have been made to the Southern Electrical Retirement Fund.

- (a) The Employer agrees to be bound by the Agreement and Declaration of Trust of the Southern Electrical Retirement Fund and by any future amendments thereto.
- (b) The Employer agrees that it shall be bound by all actions taken by the Trustees of the Southern Electrical Retirement Fund in the administration of the Fund pursuant to the provisions of the amended Agreement and Declaration of Trust or as it may hereafter be amended.

ARTICLE VII
CHAPTER SERVICE CHARGE

Section 7.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- 1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any calendar year, but not exceeding 150,000 man-hours.
- 2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual employer.

ARTICLE VIII

ADMINISTRATIVE MAINTENANCE FUND

Section 11.01 Effective January 1, 2016, each employer signatory to this agreement shall contribute seven cents (\$.15) per hour for all hours worked by all employees covered by this agreement to the Administrative Maintenance Fund.

The fund shall be administered solely by the Southeastern Line Constructors Chapter, National Electrical Contractors Associations, Inc. and shall be utilized to pay for the Association's cost of the labor contract administration including negotiations, labor relations, disputes and grievance representation performed on behalf of the signatory employers. In addition, all other administrative functions required of the management such as service on all funds as required by Federal law.

The Administrative Maintenance Fund contribution shall be submitted with all other benefits as delineated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the administrator receiving funds. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated administrator, the administrator shall have the authority to recover any funds, along with any attorney fees, court cost, and interest at one percent (1%) per month and liquidated damages receiving such funds. The enforcement for the delinquent payments to the fund shall be the sole responsibility of the fund or the employer, not the Local Union. These monies shall not be used to the detriment of the I.B.E.W.

ARTICLE IX

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1. to improve communications between representatives of Labor and Management;
2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6. to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
7. to engage in public education and other programs to expand the economic development of the electrical construction industry;

8. to enhance the involvement of workers in making decisions that affect their working lives;
and,
9. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03 Each employer shall contribute \$0.00. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southeastern Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE X **SAFETY**

Section 9.01 Journeyman Lineman shall not be permitted to work on energized lines exceeding four hundred and eight (480) volts AC or 250 volts DC unless accompanied by another Journeyman Lineman or qualified apprentice, except when the work is performed from an insulated aerial device (bucket Truck).

Section 9.02 Employees are prohibited from use of personal cellular phone devices during normal work hours; this shall not apply to Foreman and Crew Leaders.

Section 9.03 In the handling of all work, Superintendent and Foremen are required to see that sufficient experienced workmen, equipped with necessary safety devices, are on the job to properly handle the work to be done.

Section 9.04 Insulated bucket trucks and/or aerial bucket devices may be used by the Employer in accordance with established Safety Rules. This equipment shall be used in strict accordance with the manufacturer's recommendations which includes approved non-conductive hydraulic oil. On all equipment and tools usage it is hereby agreed that the employer will abide by OSHA rules or manufacturer, whatever is more restrictive.

Section 9.05 Employers working under this Agreement must show evidence that helicopter companies are covered by adequate liability insurance for employees performing work on helicopter jobs. This insurance would be in addition to Workmen's Compensation. A copy of such certification will be posted on the job site and a copy supplied to the Business Manager of the Local Union.

Section 9.06 Employees currently employed under this agreement shall submit to a physical examinations and necessary testing at an approved facility, as required under Federal and or State Department of Transportation rules.

Should a current employee fail to meet D.O.T. requirements in either of the above tests he shall be ineligible to drive or operate the Employer's vehicles and, furthermore, may be suspended by the Employer until such time as he comes into compliance with Federal and/or State law. The Employee shall have 30 days after failing such tests to comply with Department of Transportation guidelines, after which he may be subject to termination by the Employer.

State or Federally mandated tests and D.O.T. forms shall be accomplished by the Employee upon his own time. Employees shall have 90 days to come into compliance with D.O.T. guidelines. All Employees, current as well as applicants, shall be responsible for securing and maintaining appropriate drivers licenses.

Applicants for employment must submit to the employer all required documentation necessary to begin lawful employment before such Employees are considered employees under this Agreement. The Employer shall have the right to accept Employees on a probationary basis, subject to completion of all requirements.

Section 9.07 It shall be a condition of employment that each Journeyman Lineman hired by Employer obtain a CDL license in a timely fashion. The cost of obtaining such a license will be borne by the individual Lineman.

Section 9.08 It is the employees' responsibility, and a condition of employment, to obtain CPR/First Aid, OSHA Ten Hour, Flagging, Pole Top Rescue, and other applicable certifications. These training sessions will be scheduled on a non-work day. Employees will be compensated \$50.00 for successfully completing a required course, as well as, be provided a lunch break while attending a required course

ARTICLE XI

NATIONAL LABOR-MANAGEMENT COOPERATION FUND

Section 10.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 10.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees, to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 10.03 Each employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southeastern Line Constructors Chapter, NECA or its designee, shall be the collection agent for this Fund.

Section 10.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment with attorneys' fees.

ARTICLE XII
CODE OF EXCELLENCE

Section 12.01 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 and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.


ARTICLE XIII
SUBSTANCE ABUSE

Section 13.01 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, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

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 LOCAL UNION 676

DocuSigned by:

1/27/2025
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Business Manager

SIGNED FOR THE EMPLOYERS OF SOUTHEASTERN LINE CONSTRUCTORS CHAPTER,
NECA

DocuSigned by:

2/12/2025
FFB1610751014E3...
Chapter Executive

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS