**INSIDE WORKING AGREEMENT**

**BETWEEN**

**GULF COAST CHAPTER, NECA**

**AND**

**LOCAL UNION 676, IBEW**

**DECEMBER 1,2024 THROUGH NOVEMBER 30,2026**

**TABLE OF CONTENTS**

[**BASIC PRINCIPLES** 3](#_Toc35432)

[**ARTICLE I** 3](#_Toc35433)

[EFFECTIVE DATE/ CHANGES/GRIEVANCES/DISPUTES 3](#_Toc35434)

[**ARTICLE II** 5](#_Toc35435)

[EMPLOYER RIGHTS/UNION RIGHTS 5](#_Toc35436)

[**ARTICLE III** 9](#_Toc35437)

[HOURS/WAGES/WORKING CONDITIONS 9](#_Toc35438)

[**ARTICLE IV** 16](#_Toc35439)

[REFERRAL PROCEDURE 16](#_Toc35440)

[**ARTICLE V** 21](#_Toc35441)

[STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE 21](#_Toc35442)

[**ARTICLE VI** 26](#_Toc35443)

[FRINGE BENEFITS 26](#_Toc35444)

[**ARTICLE VII** 30](#_Toc35445)

[NATIONAL ELECTRICAL INDUSTRY FUND (NEIF) 30](#_Toc35446)

[**ARTICLE VIII** 30](#_Toc35447)

[LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC) 30](#_Toc35448)

[**ARTICLE IX** 32](#_Toc35449)

[NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC) 32](#_Toc35450)

[**ARTICLE X** 33](#_Toc35451)

[**CODE** **OF EXCELLENCE** 33](#_Toc35452)

[**ARTICLE XI** 34](#_Toc35453)

[**SUBSTANCE ABUSE** 34](#_Toc35454)

[**SEPARABILITY CLAUSE** 34](#_Toc35455)

Agreement by and between the Gulf Coast Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 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 Gulf Coast Chapter, NECA and the term "Union" shall mean Local Union No. 676 IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to thisAgreement.

# 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 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

**EFFECTIVE DATE:**

Section 1.01. This Agreement shall take effect December 1,2024 and shall remain in effect until November 30, 2026.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. Certain qualifications, knowledge, experience, and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, “Employer” as used herein is designed to mean a person, firm or corporation who contracts for electrical work and having first obtained all certificates, licenses, etc. required by the county and the city in which the Employer expects to operate, maintaining a permanent place of business, with a business phone, open to the public during normal business hours and a suitable financial status to meet payroll requirements. He shall also employ at all times at least one (1) Journeyman Electrician and at no time shall he use tools himself. However, when an Employer is contracting, the Employer shall be allowed the privilege of working with his tools until more than four (4) journeymen are employed in his shop. All apprentices being employed under this clause shall be under the direct supervision of a Journeyman. When four (4) or more Journeymen are employed, this privilege shall be revoked and all provisions of this Agreement shall be in full force and effect.

**MANAGEMENT RIGHTS:**

Section 2.02. 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.

**FOREMAN CALL-OUT BY NAME:**

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

1. The employee has not quit his previous employer within the past two weeks.
2. 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 refer said Foreman provided the name appears on the highest priority group.
3. 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.

**WORKERS COMPENSATION INSURANCE:**

Section 2.04. For all employees covered by this Agreement, the Employer shall carry Workers’ Compensation Insurance, with a company authorized to do business in these states; Social Security; and such other protective insurance as may be required by the laws of these states and shall furnish satisfactory proof of such to the Union. He shall also make all contributions to these States Unemployment Compensation Commissions.

**UNION RECOGNITION:**

Section 2.05. 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 at least the minimum wages and work under the conditions of this agreement.

**NON-RESIDENT EMPLOYEES: (Portability)**

Section 2.06. 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.

**FAVORED NATIONS:**

Section 2.07. 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.

Section 2.08. No member of Local Union 676 while he remains a member of such Local and subject to employment by Employers operating under this agreement, shall himself become a contractor for the performance of any electrical work.

**UNION RIGHT TO DISCIPLINE MEMBERS:**

Section 2.09. (a). The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

(b.) This agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representative decide to do so, but no removal shall take place until notice is first given to the Employer involved.

(c). When such removal takes place, the Union or its representatives shall direct the workmen on such jobs to carefully put away all tools, material and equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

**APPOINTMENT OF STEWARDS:**

Section 2.10. The Business Manager shall have the right to appoint a Steward on any job or shop where workmen are employed under the terms of this Agreement. Such steward shall see that the Agreement and working rules are observed. Under no circumstances shall he be discriminated against by the employer for the faithful performance of his duties as Steward.

In the event of a layoff, the Steward shall be notified four (4) hours in advance of the names of the men included in the layoff.

**UNION JOB ACCESS:**

Section 2.11. The representative of the Union shall be allowed access to any shop at any time where workmen are employed under the terms of this Agreement.

**TOOL LIST:**

Section 2.12. Journeyman Wiremen shall provide themselves with the following tools:

Knife, Pencil, Six Foot Rule, Pliers-Cutting, Pliers, Channel Locks, Hammer, Center Punch, Hacksaw Frame, Screw Driver not over 8”, Level-Small, Plumb bob, Combination Square

Section 2.13. The Employer shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them, provided the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage.

Employees shall have the right to protect and take home his personal tools if he desires.

**AGE-RATIO:**

Section 2.14.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.

Section 2.15. (a). Workman shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

(b) A Journeyman shall be required to make corrections of improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employers Representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship.

**ANNULMENT/SUBCONTRACTING:**

Section 2.16. The Local Union 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 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.

The subletting, assigning, or transfer by an individual Employer of any work in connection with 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.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

## ARTICLE III

### HOURS/WAGES/WORKING CONDITIONS

**HOURS: (Workday/Workweek)**

Section 3.01(a). The normal workday is usually between the hours of 8:00 a.m. and 4:30 p.m. with one half hour for lunch. This workday may be varied by no more than two (2) hours by mutual agreement between the Union and the Employer.

**FOUR 10-HOUR DAYS:**

Section 3.01(b). The Employer, with 48 hours prior notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 8:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of ten (10) hours must be scheduled. After ten (10) hours in a work day, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half times (1½) the regular rate of pay, except holidays which shall be paid at double (2) time. Starting and stopping times may be varied by two (2) hours.

**OVERTIME/HOLIDAYS:**

Section 3.02. Any time worked after 40 hours in a week or 10 hours a day at the straight time rate of pay during the normal scheduled hours Monday through Sunday shall be paid at time and one-half (1½) the straight time rate of pay. The 40 hour rule shall not apply for any employee initially hired on any day other than the beginning scheduled day of the pay period. New Year’s Day, Martin Luther King Jr. Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day shall be paid at double (2) times the straight time rate of pay. All Holidays shall be observed on the calendar day on which they fall.

Section 3.03. No work shall be performed on Labor Day except in the case of emergency and then only after permission is granted by the Business Manager of the Local Union.

**PAYDAY:**

Section 3.04(a). Wages shall be paid weekly, (if wage payment is made by check, the check must be on a local bank), and not more than three (3) days may be withheld at any time. In the event more than three days are withheld, waiting time at the regular rate shall be charged until payment is made.

Any workmen laid off or discharged by the employer shall be paid all of his wages immediately. In the event that he is not paid off, waiting time at the regular rate shall be charged until payment is made.

In the event that an employee’s payroll check is returned, due to insufficient funds or bad check, he shall be paid eight (8) hours straight time at his regular rate of pay in order to go to the bank and correct the error.

All pay envelopes and checks must be accompanied with a statement of all hours of both regular and overtime showing all gross and net pay and all deductions withheld.

If an applicant is referred to employer and fails to comply with the employer’s company drug policy, the applicant shall not receive compensation.

**DIRECT ELECTRONIC DEPOSIT OF WAGES:**

Section 3.04(b). Employees may voluntarily allow for direct electronic deposit of wages on a

Weekly basis to the bank or credit union of the employee’s choice. This manner of payment, once

Adopted, may not be changed except upon 14-day advance written notice between the employee and employer with notification copied to the local union. Any employee required to wait beyond 12:00 midnight for their wages shall be paid in accordance with Section 3.04a, waiting time, and paid at the regular rate until payment is made.

**CLASSIFICATIONS/WAGES:**

Section 3.05. The minimum hourly rate of wages shall be as follows:

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|  | **12/1/24** | | | | |  |  | | **12/1/25** | | |  | |
|  | **Thru** | | |  |  | **Thru** |  |
| **11/30/25** | | | | |  | **11/30/26** | | | |
| **CLASSIFICATION** |  | | | | | | |  | | | | | | |
|  |  | | | | | | |  | | | | | | |
| JOURNEYMAN | 29.38 | | | | | | |  | | | | | | |
|  | | | Total |  | | |
| i | Package | | | |  | |
| ncrease of | | | | |  |
|  | | $2.00 |  | |
| allocation | | | |  |
|  | | | |  | | |  | | TBD |  |
| FOREMAN - 10% ABOVE JOURNEYMAN | $32.32 | | | | | | |  | | | | | | |
|  | | |  | | | |
| GENERAL FOREMAN –  20% ABOVE JOURNEYMAN | $35.26 | | | | | | |  | | | | | | |
|  | | |  | | | |
| JOURNEYMAN WHEN  SPLICING CABLE - 25 cents above JW | $29.63 | | | | | | |  | | | | | | |
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APPRENTICE WIREMAN – SIX (6) PERIODS

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| --- | --- |
|  |  |
| 1ST PERIOD | 55% OF JOURNEYMAN WIREMAN RATE |
| 2ND PERIOD | 57% OF JOURNEYMAN WIREMAN RATE |
| 3RD PERIOD | 60% OF JOURNEYMAN WIREMAN RATE |
| 4TH PERIOD | 65% OF JOURNEYMAN WIREMAN RATE |
| 5TH PERIOD | 84% OF JOURNEYMAN WIREMAN RATE |
| 6TH PERIOD | 89% OF JOURNEYMAN WIREMAN RATE |

Section 3.06. Building of stress cones and splicing cable on lead or rubber cable where voltage is 2300 volts and above shall be cable splicer’s work.

**TRAVEL TIME:**

Section 3.07. The Employer shall pay traveling time or furnish transportation from shop to job, job to job, job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, Employers shall furnish transportation, board, and all other necessary expenses.

Section 3.08. Ice water and toilets under sanitary conditions shall be furnished by the Employer.

Section 3.09. On energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more journeymen must work together. The employer shall furnish adequate safety equipment. All scaffolds shall be furnished with safe climbing means, sound and of sufficient length to reach within four (4) feet of the ceiling or surface to be worked upon. The equipment furnished by the employer is subject to inspection by the safety man who shall be designated by the Union and Employer. No employees shall be penalized for refusing to take any undue risk if he deems the above unsafe in his opinion. There will be a safety meeting held monthly as required by the State of Florida.

Section 3.10. The policy of the members of the Local Union is to promote the use of material and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 3.11. All conduit shall be cut and threaded in the shop or on the job by electrical workers.

**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.

Section 3.13. This shall accompany monthly reports of hours worked, rate of pay, and etc.

These deductions shall be made in check or draft and shall constitute a debt owing to the Local

Union on the last day of each calendar month which can be recovered by suit initiated by the Local Union or its assignee. Payment and the payroll report shall be mailed to reach the office of the Local Union no later than fifteen (15) calendar days following the end of each calendar month. Individual employers who fail to remit as provided above shall be additionally subject to having this agreement terminated upon 72 hours notice in writing being served by the Union. Provided the individual employer fails to show satisfactory proof that the required payment has been made to the Local Union. Failure of an individual employer to comply with the above shall also constitute a breach of this labor agreement.

Section 3.14. The employer shall be responsible for furnishing adequate supervision.

Section 3.15. On jobs having a Foreman, workmen are not to take orders or directions or to accept the layout of any job from anyone except the Foreman and Foreman from General Foreman.

Section 3.16. No employee shall be required to report at the employers shop or on the job before work time; when men report to a job and do not start work, weather permitting work, due to lack of materials or other causes beyond their control, they shall receive four (4) hours pay unless notified two hours before work time.

All emergency call outs shall be for a minimum of four (4) hours at the applicable rate.

Work on Saturdays, Sundays, or holidays will be for a minimum of four (4) hours.

**SHIFT WORK:**

Section 3.17. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days’ duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus

17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus

31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift

(graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer’s work schedule.

However, any such adjustment shall last for at least five (5) consecutive days’ duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the “shift” hourly rate.

There shall be no pyramiding of overtime rates and double the straight 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 3.18. After two hours overtime outside of the scheduled work day, there shall be half (½) an hour for supper time.

**COPE DEDUCTION:**

Section 3.19. The employers agree to deduct an amount equal to .05 cents per hour worked from the wages of each employee who voluntarily authorizes such deduction on forms provided for that purpose by IBEW/COPE.

All moneys so deducted shall be transmitted monthly to the designated depository and shall be accompanied by the employee’s name and the amount of each individual deduction.

## 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 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 the 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 Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four or more years’ experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

|  |  |
| --- | --- |
|  | Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant’s former Group I status local union. |
| GROUP II | All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside 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, and who have been employed for at least six months in the last three 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.

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:

Escambia, Santa Rosa and Okaloosa Counties in the State of Florida.

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 area under the Davis-Bacon Act to which the 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 Inside 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 four 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.

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 within his Group.

**REPEATED DISCHARGE:**

Section 4.13(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 three 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 JATCbefore 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 the Association, as the case may be, and a Public Member appointed by both 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 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

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 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 Agreement between the parties.

## ARTICLE V

### STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

Section 5.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured, such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12. Each job site shall be allowed a ratio of 2 apprentices for every 3 Journeyman Wiremen(man). (The local parties will determine the job site ratio, however, the ratio shall not be less than two apprentices for every three journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable apprentices.)

|  |  |
| --- | --- |
| Number of Journeymen | Maximum Number of Apprentices/Unindentured |
| 1 to 3 | 2 |
| 4 to 6 | 4 |
| etc. | etc. |

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments.

The employer’s shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: FIFTY-FIVE cents ($0.55) per hour for each hour worked*.* This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## 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 shall 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 local 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 Agreement.

**HEALTH AND WELFARE:**

Section 6.02.

1. The Employer shall pay into the NECA/IBEW Family Medical

Care Trust Fund, as established by the Amended Agreement and Declaration of Trust, as follows:

Effective: 12/24

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Journeyman and above |  |  |  | $8.85 |

Apprentice Option #1 (SOC) $5.22

Construction Electrician Option #1 (SOC) $5.22

Construction Wireman Option #2 (SOC) $4.02

per hour for each hour worked for the employer by all Employees covered by this Agreement. Any other increases required by the plan for the term of this agreement only, through November 30, 2024 will be split equally between contactor and employee.

The payment shall be made by check or draft and shall constitute a debt due and owing to the NECA/IBEW Family Medical Care Trust Fund on the last day of each calendar month.

The payment and payroll report shall be mailed to reach the appropriate office of the NECA/IBEW Family Medical Care Trust 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 hours notice in writing being served by the Union provided the Employer fails to show satisfactory proof that delinquent payments have been made to the Welfare Fund.

1. The Employer agrees to be bound by the Amended Agreement and Declaration of Trust of the NECA/IBEW Family Medical Care Trust Fund, and by any future amendments thereto.

1. The Employer agrees that he shall be bound by all actions taken by the Trustees of NECA/IBEW Family Medical Care Trust 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.
2. Current contribution rates reflect an additional $0.15 HRA contribution on Journeymen

**PENSION:**

Section 6.03. All employers subject to this agreement performing work in the area covered by this agreement shall pay monthly as follows:

Journeymen and above 9.0%

Apprentices above the 1st year 1.0%

of the gross labor payroll on employees covered by this Agreement into the Southern Electrical Retirement Trust Fund for work performed by General Foreman, Foreman, Journeyman, and apprentices above the 1st. year.

**NECA DEPOSITORY:**

Section 6.04. There is hereby established a one check payment for all Contract Funds to the Pensacola, Florida Depository Fund. (2058 Dauphin Street, Mobile, Alabama 36606).

1. For fund contributions required under the Agreement, all employers signatory to the Agreement effective December 1,2024, will utilize the electronic payroll system (EPR Live) selected by the Association from the NEBF service provider list approved by the IBEW Local Unions affiliated with the Guld Coast Chapter, NECA. Signatory Employers will be required to transfer the funds electronically through the automated clearing house (ACH) Network. The funds an reports are to be received not later than the 15th of the month following the month in which the workmen performed work for the employer.

1. All money received by the Depository will be paid to the Gulf Coast Electrical JATC, NEBF, the Local Union 676, IBEW (Dues), IBEW/COPE Fund, NECA/IBEW Family Medical Care Trust Fund, NLMCC, LMCC, the Southern Electrical Retirement Fund, NECA, and the Depository Fund in accordance with the terms of the Articles provided herein. The Depository shall receive 6/10 of 1% of the gross labor payroll for expenses incurred in processing. The administration and/or administrator of the Depository shall be appointed by the Gulf Coast Chapter, NECA.

1. The fund is to be administered solely by the Chapter and/or its employers.

1. The collection of the Depository Fund contributions and the enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund or the Employers and not the Local Union.

1. No part of the funds collected under the Fund shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its Local Union.

**FUND PAYMENT:**

Section 6.05. Payments to all jointly administered funds and payroll reports in such form as may be prescribed by the Trustees shall be mailed to reach the designated depository not later than seven (7) calendar days following the end of each calendar month.

Individual employers who fail to remit regularly to the Welfare Trust Fund, Pension Trust Fund, and Joint Apprenticeship and Training Plan Trust shall be subject to having this Agreement terminated upon seventy-two (72) hours’ notice in writing by the Union, provided the employer fails to show satisfactory proof that delinquent payments have been paid to the designated depository.

Employers using automatic data processing (ADP) in the preparation of payrolls, etc., may furnish a legible copy of a print-out as an attachment to the transmittal, the totals of which shall be filled in on page one (1) of the NEBF form.

## ARTICLE VII

### NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

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 one 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

### 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;

1. 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;
2. to engage in public education and other programs to expand the economic development of the electrical construction industry;
3. to enhance the involvement of workers in making decisions that affect their working lives; and,
4. 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 one cent ($0.01) per hour worked to the Local LMCC. 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 Gulf Coast 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 IX

### NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 9.01. 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 organization effectiveness;
3. to assist worker 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 9.02. 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 9.03. Each employer shall contribute one cent (1¢) 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 Gulf Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04. 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

# CODE OF EXCELLENCE

Section 10.01. 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 XI

# SUBSTANCE ABUSE

Section 11.01. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of December, 2024.

|  |  |
| --- | --- |
| SIGNED: | SIGNED: |
| Gulf Coast Chapter, NECA | LOCAL UNION 676, IBEW |

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Andrew Varvoutis, Chapter Manager Dale Cope, Business Manager