

**IBEW, Local 684**

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IBEW LOCAL 684

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IBEW LOCAL 684

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IBEW LOCAL 684

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IBEW LOCAL 684

**SUMMARY OF THE  
2018 JOINT  
RECOMMENDED  
SETTLEMENT FOR THE  
INSIDE CONSTRUCTION  
AGREEMENT FOR  
STANISLAUS,  
MERCED, MARIPOSA,  
AND TUOLUMNE  
COUNTIES**

**NorCal Chapter, NECA**

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RYAN SARNA  
NORCAL CHAPTER, NECA

The following items were discussed and agreed upon by the negotiating committees for IBEW Local 684 and the Northern California Chapter, NECA regarding the Inside Construction Agreement for IBEW Local 684 and the Modesto Division, Northern California Chapter, NECA.

- **Term of Agreement:** Three-Year Agreement
- **Monies to be allocated:** \$7.30 over term of the agreement as follows: \$1.05 on June 1, 2018 (\$0.05 of the \$1.05 will be allocated to LMCT), \$1.25 on December 1, 2018, \$2.50 on June 1, 2019, and \$2.50 on June 1, 2020.
- **Agreement Changes:**
  - Section 1.01 – Effective date of this agreement will be from June 1, 2018 to May 31, 2021: “This Agreement shall take effect June 1, 2018 and shall remain in effect until May 31, 2021 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June through May of each year, unless changed or terminated in the way later provided herein.”
  - Section 2.16 – Tools – Various tools will be added and deleted as follows: Deleted: 3/8"-3/4" Socket Set, 3/8"-3/4" End Wrenches, and Hacksaw Frame. Added: 3/8"-3/4" Speed Wrenches, Half Round File, and Conduit Reamer 1/2"-1" EMT.
  - Section 2.17 – Shift Gang Box – Added language mandating a separate gang box for multiple shifts as follows: “The employer will furnish necessary locked storage to protect employee tools from the weather and theft and will replace such tools as listed in Section 16 of this Article when tools are stolen from the locked storage during the time employees are off the job or project.

On any job that has multiple shifts, Employers must provide separate gang boxes for each individual shift, for the use of personal tools only. A shift gang box must be accessible to that shift only, by separate lock and key.”

- Section 2.25 – Harassment language will be added to the Agreement as follows: “The parties to this Agreement are committed to maintaining a work environment that is free of unlawful harassment. In keeping with this commitment, harassment of applicants or employees by anyone, including managers, supervisors or any individual working under this Agreement will be considered a violation of this Agreement and will subject that individual to disciplinary action, up to and including termination, and such behavior shall be deemed to be “proper cause” for discharge.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, toward an individual based on sex, color, race, ancestry, religion, national origin, age, physical or mental disability, medical condition, veteran status, citizenship status, marital status, or other protected group status.”

- Section 3.01 subsection (d) - 48-hour rest period – Added language mandating an employee working 28 consecutive days must be given two consecutive days off: “A worker who has worked 28 consecutive days, must be given two (2) consecutive days off, without penalty.”
- Section 3.03 – Holidays - Added Veteran’s Day as an observed holiday as follows: “All work performed on the following holidays, or days celebrated as such, shall be paid at double the zone rate of pay: New Year’s Day, President’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day...”
- Section 3.03 – Holidays - Added clarifying language for holidays falling on a Saturday or Sunday as follows: “All holidays that fall on Saturday will be observed on the Friday before and all holidays that fall on Sunday will be observed on the following Monday. There cannot be two (2) holidays being observed on the same day. If and when this happens the next business day will be observed as a holiday.”
- Section 3.07 – Wage Zones – Increased the per diem in Zone C from \$50.00 to \$75.00 as follows: “Zone C is outside 65-mile driving distance, based on Google maps, of IBEW Local 684 with a \$75 per day per diem.”
- Section 3.08 subsection (e) – Payment of Wages – Removed the entirety of subsection (e), which read as follows: “Workmen riding in company vehicles to projects in Zone B will not receive per diem. Workmen riding in company vehicles will not be mandatory with the exception of shuttle service from parking lot to the job site and back (reference 3.11 (e)). Per diem is not to be taxed if below daily amount listed in IRS publication 1542.”
- Section 3.09 – Foreman Wages: Increased General Foreman wages from 125% to 130% of Journeyman wages.
- Section 3.13 section (d) – Foreman Clause – Added that a workman must be designated as a foreman if the job foreman is off of the clock: “On jobs having a sub-foreman, foreman, and/or general foreman who are not present (“off the clock”), during work hours, a workman must be designated as their replacement according to subsection (a), (b), and/or Section 3.15. The workman must qualify as a journeyman in the particular branch of the trade in which he is employed.”
- Section 3.16 subsection (a) and (b) – Show Up Time – Added language that states workers shall receive two hours pay if they show up to work and are not put to work: Subsection

(a): "When workers report to the shop or job and are not put to work due to conditions beyond the control of the workers, they shall receive two hours' pay. Workers may be required to remain at the jobsite for the hours paid."

Subsection (b): "When workers report and are put to work, they shall receive pay for a minimum of four hours and shall remain on the job unless directed by the employer."

- o Section 3.16 subsection (b) moved to Section 3.01 (c).
- o Renumbering of Section and Subsections within Article III.
- o Section 4.21 – Worker Recall – Removed this section from the Agreement, which read as follows:

"An employer shall have the right to recall, for employment, any former employee that the employer has laid off, provided that:

'The former employee is in the highest-level Group on the referral list containing applicants available for work, regardless of the individual's position on the list.

The recall is within 60 days of lay-off.

The former employee has not quit his most recent employer under this agreement within two weeks prior to the recall request;

And the former employee is not an apprentice.'

For every recall dispatch, the next dispatch will be through normal Journeyman dispatch procedures."

Signed for IBEW Local Union 684:



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Bobby Stutzman, Business Manager

March 28, 2018

Signed for Northern California Chapter, NECA:



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Greg E. Armstrong, Executive Director