

IBEW, Local 180

KEVIN COLEMAN, LABOR CHAIR
IBEW LOCAL 180

DAVID ILOFF
IBEW LOCAL 180

SUMMARY OF THE SETTLEMENT FOR THE INSIDE CONSTRUCTION AGREEMENT FOR SOLANO AND NAPA COUNTIES

NorCal Chapter, NECA

RUBEN PEREZ, MANAGEMENT CHAIR
NAPA ELECTRIC SHOP

GREG ARMSTRONG
NORCAL CHAPTER, NECA

GREG LONG
LONG ELECTRIC COMPANY

ERIC MCGRATH
MCGRATH ELECTRIC, INC.

SCOT VANBUSKIRK
NORCAL CHAPTER, NECA

JESS ZUNIGA
ZECO ELECTRIC

The following items were discussed and agreed upon by the negotiating committees for IBEW Local 180 and the Northern California Chapter, NECA regarding the Inside Construction Agreement for IBEW Local 180 and the Solano & Napa Counties Division, Northern California Chapter, NECA.

- **Term of Agreement:** Five Year Agreement
 - June 1, 2019 through May 31, 2024
- **Monies to be allocated:** \$12.60 over term of the agreement
 - Effective June 1, 2019: \$2.10 in new monies
 - \$2.00 to be allocated by Labor, of which \$0.05 will be allocated towards the Training Facility Fund Corporation.
 - \$0.05 from Management to be allocated towards the Training Facility Fund
 - \$0.05 from Management to be allocated towards the LMCC for NCECI
 - Effective June 1, 2020: \$2.50 in new monies to be allocated by Labor
 - Effective June 1, 2021: \$2.50 in new monies to be allocated by Labor
 - Effective June 1, 2022: \$2.50 in new monies to be allocated by Labor
 - Effective June 1, 2023: \$3.00 in new monies to be allocated by Labor
- **Agreement Changes:**
 - Section 2.11 – Worker Responsibility. Management and Labor agreed to update the language to read: “A Journeyman shall be required to make corrections in improper workmanship for which he is responsible at a pay scale equal to the minimum wage plus thirty percent (30%) during regular working hours, unless errors were made by order of the Employer or the Employer’s Representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision and corrections to be made only after fair investigation by the Employer and the Business Manager of the Union.
 - Section 2.28 – PAGA Waiver Language. Management and Labor agreed to add PAGA waiver language into the Agreement.
 - Section 2.29 – Harassment Language. Management and Labor agreed to add the following Harassment language into the Agreement: “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 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 is defined by various laws and governmental agencies, both federal and state, and in decisions issued by state and federal courts. In general, 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.

Whether the conduct at issue constitutes harassment is determined by an examination of the totality of the circumstances, and a consideration of the various sources of applicable State and federal law.”

- Section 3.04 – Foreman and General Foreman. Management and Labor agreed to increase the Foreman rate from 112.5% to 115% and increase the General Foreman rate from 125% to 130%.
- Section 3.11 – Alternate Shiftwork Language. Management and Labor agreed to amend this section to read: “The Business Manager and the Chapter Manager have the authority to amend on a job-by-job basis the shift provisions as specified above.

When it becomes necessary for work to be performed in an establishment during hours other than the regular work hours of 7:00 AM to 3:30 PM, Monday through Friday, excepting the one hour variation allowed in Section 3.01 above, such work may be performed providing that workers shall be guaranteed eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven and one-half (7-1/2) hours work.”

- Appendix A – Journeyman’s Tool List. Management and Labor agreed to remove the Continuity Tester from the Tool List and add a Multi-Meter to the Tool List.

- **Other Terms:**

- Management and Labor have agreed to contribute \$0.10 (\$0.05 from Management and \$0.05 from Labor) towards the Training Facility Fund Corporation. This \$0.10 contribution will sunset after two years.

Please contact the NorCal, NECA Chapter office at (925) 828-6322 with any questions.