

## IBEW, Local 595

GREG BONATO, LABOR CHAIR  
IBEW LOCAL 595

DUSTIN BAKER  
IBEW LOCAL 595

JASON GUMATAOTAO  
IBEW LOCAL 595

SEAN KYLE  
IBEW LOCAL 595

# SUMMARY OF THE JOINT RECOMMENDED SETTLEMENT FOR THE INSIDE CONSTRUCTION AGREEMENT FOR ALAMEDA COUNTY

## NorCal Chapter, NECA

GREG E. ARMSTRONG, MANAGEMENT CHAIR  
NORCAL CHAPTER, NECA

STEPHEN LOUX  
MORROW-MEADOWS

SCOT VANBUSKIRK  
NORCAL CHAPTER, NECA

TROY WILHITE  
WILHITE ELECTRIC, INC.

The following items were discussed and agreed upon by the negotiating committees for IBEW Local 595 and the Northern California Chapter, NECA regarding the Inside Construction Agreement for IBEW Local 595 and the Alameda County Division, Northern California Chapter, NECA.

- **Term of Agreement:** Four Year Agreement
  - June 1, 2023 through May 31, 2027
- **Monies to be allocated:** \$19.50 over term of the Agreement
  - Effective June 1, 2023: \$4.95 in new monies to be allocated by labor
  - Effective June 1, 2024: \$4.75 in new monies to be allocated by labor
  - Effective June 1, 2025: \$4.85 in new monies to be allocated by labor
  - Effective June 1, 2026: \$4.95 in new monies to be allocated by labor
- **Agreement Changes:**
  - Masthead – Gender Inclusion. Add the following sentence to the end of the Masthead, “Whenever the male gender is used in this agreement, it shall be intended to be inclusive of all workers/employees.”
  - Section 2.03 – Foreman Call-Out By Name. Management and Labor agreed to update Subsections (d) and (e) to read as follows:
    - Subsection (d) The employee must have completed a Labor Studies Class, 24 hours of NECA Foreman Development Series (FDS) training, an OSHA-10 class, and have current first aid and CPR certification.
    - Subsection (e) Except for books and refundable deposit, all NECA or JATC sponsored classes that are required for foreman call-out by name, shall be offered at no cost to the employee.
  - Section 2.15 – Subsection (b) – Stolen Tools Reimbursement. Management and Labor agreed to increase the reimbursement amount to \$1,500, with the understanding that the LMCC will begin a stolen tool reimbursement program.

- Section 2.15 – Subsection (c) – Employer Furnished Tools. Management and Labor agreed to add subsection (c) which will read as follows:
  - Subsection (c) On all jobs or projects when not provided or furnished by others, the employer shall provide:
    - 1) Cool, clean drinking water as per the requirements of Cal/OSHA. For employees working in the heat, a minimum of one quart of drinking water per hour must be available to each employee, e.g., two gallons per employee for an eight-hour shift.
    - 2) Water and hand soap for washing.
    - 3) Lactation Accommodations.
- Section 2.22 – Training Facility Fund. Management and Labor agreed to move Section 2.22 to Section 7.06.
- Section 3.02 – Subsection (a) – Christmas Eve Holiday. Management and Labor agreed to add the following clarifying language with regards to holidays; “When holidays fall on a Saturday, they shall be celebrated on the previous Friday. When holidays fall on a Sunday, they shall be celebrated on the following Monday. When Christmas Day falls on a Saturday, the holiday will be celebrated on the following Monday. When Christmas Eve falls on a Sunday, the holiday will be celebrated on the previous Friday.”
- Section 3.03 – Veteran’s Day and Juneteenth. Management and Labor agreed to add Juneteenth to Section 3.03, as follows:
  - Subsection (a) It shall not be considered a violation of this Agreement, nor shall the Employer discharge any worker if he/she recognizes Veteran’s Day.
  - Subsection (b) It shall not be considered a violation of this Agreement, nor shall the Employer discharge any worker if he/she recognizes Juneteenth.
- Section 3.05 – Subsection (h) – Waiting Time. Management and Labor agreed to reword the Section as follows:
  - Subsection (h) Straight time at the hourly rate shall be charged for time waiting for pay, except in cases where the Employer or his representative is detained due to circumstances beyond his control, or an error in the amount of pay is due to clerical error, provided workers have turned in approved time reports, as required, to their Employers.
    - 1) For the purpose of this Section, waiting time pay shall be limited to the following hours:
      - a) Waiting time for weekly paycheck: 7:00 AM to 3:30 PM for a maximum of eight (8) hours for each succeeding regular workday, excluding Saturdays, Sundays and holidays.
      - b) Waiting time for final paycheck: 7:00 AM to 3:30 PM for a maximum of eight (8) hours for each succeeding workday, Monday through Friday, except when overtime was regularly scheduled, including Saturdays, Sundays and holidays.
      - c) Any time spent waiting for pay during the regular working hours shall be charged at the regular rate until payment is made.
      - d) Tender of such waiting time pay either to the Union Business Office or to the employee shall terminate any further waiting time.

- Section 3.12 – Subsections (b) and (c) – Show-Up Pay. Management and Labor agreed to reword subsection (b) and add subsection (c) as follows:
  - Subsection (b) Any man reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two (2) hours' wages.
  - Subsection (c) Any worker required to report to work, and having started work, shall receive not less than four (4) hours of pay for the calendar day, except if a worker leaves the job voluntarily, he will be paid for actual time worked.
- Article 8. Management and Labor agreed to title Article 8 “Safety.”
- Appendix A. Management and Labor agreed to increase the 2<sup>nd</sup> Period Apprentice rate from 40% of the Journeyman Wireman rate to 42.5% of the Journeyman Wireman rate.

Signed for IBEW Local Union 595:

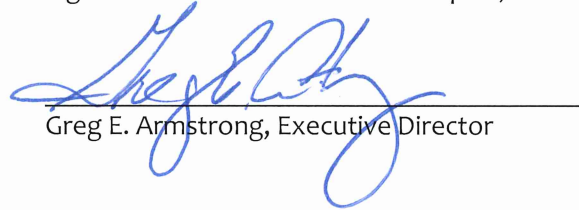


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Greg Bonato, Business Manager

May 25, 2023

Signed for Northern California Chapter, NECA:



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Greg E. Armstrong, Executive Director