



SUMMARY OF THE JOINT RECOMMENDED SETTLEMENT FOR THE

NORTHERN CALIFORNIA ADDENDUM #2 TO THE 9TH DISTRICT SOUND & COMMUNICATIONS AGREEMENT

The following items were discussed and agreed upon by the negotiating committees for Labor and Management (the parties) regarding the Northern California Addendum #2 to the 9^{th} District Sound & Communications Agreement.

- Term of the Agreement: Four-Year Agreement
 - o December 1, 2023 through November 30, 2027

Wage Schedule Increases

- o Effective December 1, 2023
 - 2A = Locals 234, 332, 595-W and 617 increase of \$4.00 to be allocated by Labor
 - 2B = Locals 100, 551-N, 595-E and 684 increase will be 80% of the 2A actual wage increase
 - <u>2D = Local 6</u> increase of \$4.00 to be allocated by Labor
 - <u>2E = Locals 180, 302 and 551-S</u> increase will be 90% of the 2A actual wage increase

o Effective December 1, 2024

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o Effective December 1, 2026

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^{**}Note – Schedule 2C – Local 340 negotiates their increases separately.

Agreement Changes

- o <u>Section 2:02</u>. The Parties agreed to reference Section 3:05.
- Section 2:06. Portability. The Parties agreed that a standardized portability form would be created by January 30, 2024.
- Section 3:02 subsection (a). Overtime. The Parties agreed to make all overtime after ten (10) hours in a workday, double time.
 - Subsection (a): In this addendum, the first two (2) hours worked outside hours stated in 3:01 (a) shall be at time and one-half of the regular straight time rate. Saturday overtime for eight (8) hours is one and one-half times the hourly rate and two (2) times thereafter.
- <u>Section 3:06. Payday</u>. The Parties agreed to make Wednesday the standard payday, add direct deposit language, and add waiting time clarifying language.
 - (a) Wages shall be paid on Wednesday of each week with the payroll period ending Sunday evening at 12:00 AM (midnight).
 - The Employer shall pay wages on the job or allow employees sufficient time to reach the shop on payday before the close of working hours. However, when Monday, Tuesday or Wednesday is celebrated as a Holiday, the Employer shall have one (1) additional day to prepare the payroll and deliver the paychecks to the employees.
 - (b) When provided by the Employer, employees may voluntarily participate in direct electronic transfer of wages on a weekly basis to the bank or credit union of the employee's choice. When electronic transfer of wages is chosen by the employee, payroll details (check stub) shall be delivered on payday in either electronic or paper copy, in accordance with California Labor Code 226.
 - (c) 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.
 - a. For the purposes of this Section, waiting time shall be calculated as follows:
 - i. Waiting time for weekly paycheck: If no payment is issued by end of workday Wednesday, two (2) hours pay at the straight time hourly rate shall be paid to the employee for Wednesday. After that, 7:00 AM 3:30 PM, for a maximum of eight (8) hours, for each succeeding regular workday, excluding Saturdays, Sundays and Holidays.
 - ii. Waiting time for final paycheck: 7:00 AM 3:30 PM, for a maximum of eight (8) hours, for each succeeding workday, Monday through Friday, except when overtime was regularly scheduled including on Saturdays, Sundays and Holidays.

- iii. Any time spent waiting for pay during the regular working hours shall be charged at the regular rate until payment is made.
- iv. Tender of such waiting time pay either to the Union Business Office or to the employee shall terminate any further waiting time.
- (d) Technician wage rate shall be 115% of the Installer rate, and the Senior Technician wage rate shall be 125% of the Installer rate per each wage schedule.
- (e) Deadline for compliance of subsection (a) is May 31, 2024. Grace period clarification: failure to meet the Wednesday deadline is not grievable until after November 30, 2024. However, any violation of the Section 3:06 (a) as it is read currently, would be grievable should a contractor fail to pay wages by Friday.
- Section 3:09. Holidays. The Parties agreed to add the Friday before Labor Day to the holiday list.
- o <u>Section 3:10. Travel Reimbursement</u>. The Parties agreed to update the reimbursement amount under subsection (a) and (c), as well as update the computation:
 - Subsection (a) will read:
 - 36 45 road miles = \$10.00 per day
 - 46 55 road miles = \$20.00 per day
 - 56-64 road miles = \$30.00 per day
 - 65+ road miles = \$30.00 per day plus \$8.75 per hour starting at the 65th

Mileage shall be computed from the job site to the closer of the employee's residence, the local union where the employee was dispatched or the employer's normal place of business. Parking and bridge tolls paid if employees have to move vehicle during working hours.

Subsection (c) will read: In this Addendum, when it becomes necessary that an employee remain away overnight from the Employer's place of business, at the direction of the Employer, then such Employee shall receive either the round-trip mileage expense as set forth under Section 3.10 above or the actual expenses incurred in such transportation required, whichever is less. Additionally, when mutually agreed on by the employee and employer, when an employee is required to stay overnight from their home, the employer will be required to pre-pay for lodging. No more than 1 person per room. Meals will be reimbursed on receipted expenses not to exceed \$75.00 per day.

When mutually agreed on by the employee and employer, per diem of not less than \$300.00 per day shall be paid in lieu of pre-paid Lodging and reimbursed meals.

 Section 3:13. Employee Tools. The parties agreed to add a "bag or tote" to the employee tool list.

- o <u>Section 9:09. Trust Fund Contribution</u>. The parties agreed to move \$0.10 from the Training Fund to the Health and Welfare Fund.
- o The parties agreed that all first bracket (55%) apprentices indentured after December 1, 2023, will not receive a pension contribution. Second bracket (60%) apprentices indentured after December 1, 2023, will receive 50% of the Installer pension contribution. All remaining brackets will receive 100% of the installer pension contribution.
- o The parties agreed to add the National Electrical 401(k) Plan to the agreement.

Signed for Labor

John McEntagart, Co-Chair IBEW Local Union 551

Labor Committee Members

Mike Barrientos

Greg Bonato

Javier Casillas

John Doherty

David Gonzalez

Tom Hansen

Luis Lima

James O'Brien

Basil Romero

Scott Taylor

Paul Torres

Kevin Tumminia

Chuck Vella

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Signed for Management

Aaron Colton, Co-Chair

Integrated Communication Systems (ICS)

Management Committee Members

Larry Andrini

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Tom Coleman

Mike Geller

Bill Kuhr

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Rick Radonich

Joey Reed

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