

IBEW, Local 684

Scott Taylor, Labor Chair
IBEW LOCAL 684

MIKE MENDOZA
IBEW LOCAL 684

Tyler Powell
IBEW LOCAL 684

Chris Wilkinson
IBEW LOCAL 684

JOHN BROWN
IBEW LOCAL 684

SUMMARY OF THE

JOINT RECOMMENDED SETTLEMENT

FOR THE

IBEW LOCAL UNION 684 &

MODESTO DIVISION, NORCAL NECA

INSIDE CONSTRUCTION AGREEMENT

NorCal, NECA

Sarah Orgill, Mgmt. Chair
NorCal NECA

Brian Gini
Collins Electrical Co., Inc.

Troy Wells
Central Valley Electric

John Dillon
Hamilton & Dillon Electric

Greg Armstrong
NorCal, NECA

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

- **Term of Agreement and Scheduled Increases:** Three-Year Agreement effective June 1, 2024, through May 31, 2027, with \$3.65 in new monies per year, to include allocations to the JATC Building Fund and the Labor-Management Cooperation (LMCC) during the first year as noted below.
- **New Monies due:**
 - June 1, 2024 - \$1.55 to be allocated by the IBEW, plus \$0.20 to JATC Building Fund and \$0.10 to the LMCC.
 - December 1, 2024 - \$1.50 to be allocated by the IBEW, plus \$0.20 JATC Building Fund and \$0.10 to the LMCC.
 - June 1, 2025 - \$3.65 to be allocated by the IBEW.
 - June 1, 2026 - \$3.65 to be allocated by the IBEW.
- **Agreement Changes**
 - **Section 1.01** - This Agreement shall take effect June 1, 2024 and shall remain in effect until May 31, 2027, 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 2.04(b) – Journeyman Recall**

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

 - (a) 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; or, if the former employee is a CW/CE, he or she is available for assignment regardless of the individual's position on the list;
 - (b) The recall is made within 26 weeks from the time of layoff;
 - (c) The former employee has not quit his most recent employer under this agreement within the two weeks prior to the recall request;
 - (d) And the former employee is not an apprentice.
 - (e) For every recall dispatch, the next dispatch will be through normal Journeyman dispatch procedures.

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o **Section 2.15 – Union Job Access**

The representative of the Union shall be allowed access to any shop or job, with notice to the contractor. Any photography on projects must be approved by the owner/customer.

o **Section 3.06 – Wage Zones - Per diem has been increased and clarification added regarding riding in a company vehicle.**

There are three (3) zones created in the jurisdiction for the payment of wages:

Zone A is within a 50 mile driving distance, based on Google maps, of IBEW Local 684 office.

Zone B is outside a 50 mile driving distance, based on Google maps, of IBEW Local 684 office with a \$40 per day per diem.

Zone C is outside a 65 mile driving distance, based on Google maps, of IBEW Local 684 with a \$80 per day per diem.

If an employee chooses to ride in a company vehicle, per diem will not be paid.

o **Section 3.07 & 3.19– Payment of Wages & Termination Slips - Employers are required to provide a physical paycheck at time of lay off or termination.**

Section 3.07, Subsection (a). Wages shall be paid weekly, not later than quitting time on Friday and not more than five days wages may be withheld at any time. Any workman laid off or discharged by the Employer shall be paid all of his wages immediately, in the form of a physical paycheck. In the event that he is not paid off, waiting time at the regular rate shall be charged until payment is made.

By mutual consent between the employee and the employer, wages may be deposited electronically into the employee's bank account or mailed to an address designated by the employee, but in no case shall the check be postmarked later than the appropriate payday. This form of payment will not apply to the final lay off paycheck, which requires a physical paycheck.

Section 3.19. When an employee is terminated for any reason, he shall be given a termination notice stating the reason and date of termination, along with a physical paycheck. It shall be the responsibility of the Employer or his representative to complete their termination notice. Copies of each termination notice must be mailed to the Union and NECA immediately. The employee shall proceed as follows:

- Gather his tools and belongings immediately.
- Secure his termination slip and physical paycheck.
- Leave the job as soon as possible and cause no disturbance.

- **Section 3.09 – Wages (Apprentice Brackets)** - Apprentice wage brackets will increase by 5% as noted below:

1 st Period 45%	0 - 1,000 hours
2 nd Period 50%	1,001 – 2,000 hours
3 rd Period 60%	2,001 – 3,500 hours
4 th Period 70%	3,501 – 5,000 hours
5 th Period 80%	5,001 – 6,500 hours
6 th Period 90%	6,501 – 8,000 hours

- **Section 5.12 - Apprentice Supervision**

Each job site shall be allowed a ratio of one (1) apprentice for every one (1) Journeyman Wireman, up to the first four apprentices assigned to the jobsite, with the exception of the first two apprentices. Thereafter, the ratio will return to 3:2 as noted below:

# of Journeymen	Maximum # of Apprentices/Unindentured
1	2
2	2
3	3
4	4
5-7	5
8-10	6

Note: The first person assigned to the job site shall be a Journeyman Wireman. The first two apprentices assigned to a jobsite can be supervised by one Journeyman Wireman.

The employer may adjust the ratio with approval from the IBEW Business Manager.

- **Section 5.17 – Training Trust Building Fund**

Management agrees to contribute an additional \$0.40 per hour to the Training Trust Building Fund to compliment the \$0.50 per hour contribution made by the IBEW during the last agreement. The contribution will be divided and contributed at \$0.20 per hour effective June 1, 2024, with the additional \$0.20 per hour added on December 1, 2024. This will raise the total contribution to \$0.90 per hour for the sole benefit of a new training facility. The \$0.40 per hour will be added to the current rate of contribution which is stated in the current Appendix A of the Inside Agreement (\$2.00, as of May 31, 2024). Our new Education Trust contribution will be \$2.40 per hour on December 1, 2024. Once a new building mortgage is paid in full (including remodel if necessary) the Labor contribution of \$0.50 per hour will move to Pension Plan A and the Management contribution of \$0.40 per hour will be returned to the contractors.

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o **Section 8.01 – Local Labor Management Cooperation Committee (LMCC)**

Management agrees to contribute an additional \$0.20 per hour to the Local LMCC. The contribution will be divided and contributed at \$0.10 per hour effective June 1, 2024, with the additional \$0.10 per hour added on December 1, 2024. This will raise the total contribution to \$0.55 per hour.

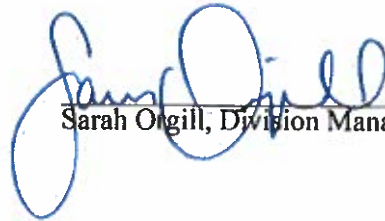
There are no other changes to the current Inside Construction Agreement for IBEW Local 684.

Signed for IBEW Local Union 684:



Scott Taylor, Business Manager

Signed for Northern California Chapter, NECA:



Sarah Ongill, Division Manager

March 15, 2024