

IBEW, Local 180

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

NorCal Chapter, NECA

SCOT VANBUSKIRK, MANAGEMENT CHAIR
NORCAL NECA

GREG ARMSTRONG
NORCAL CHAPTER, NECA

GREG LONG
LONG ELECTRIC COMPANY

TOM LONG
LONG ELECTRIC COMPANY

ERIC MCGRATH
MCGRATH ELECTRIC, INC.

RUBEN PEREZ
NAPA ELECTRIC SHOP

April 25, 2024

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:** Four Year Agreement
 - June 1, 2024 through May 31, 2028
- **Monies to be allocated:** \$14.80 over term of the agreement to be allocated by Labor, plus \$0.50 from management allocated towards the Training Facility Fund Corporation.
 - Effective June 1, 2024: \$3.70 in new monies to be allocated by Labor, of which \$0.25 will be allocated towards the Training Facility Fund Corporation
 - Management will match the monies allocated to the Training Facility Fund Corporation
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 - Management will match the monies allocated to the Training Facility Fund Corporation
 - Effective June 1, 2026: \$3.70 in new monies to be allocated by Labor.
 - Effective June 1, 2027: \$3.70 in new monies to be allocated by Labor.
- **Agreement Changes:**
 - Section 2.12 – Safety. Management and labor agreed to add rain gear as follows: “All work shall be performed in a safe and sufficient manner, in accordance with applicable law and the individual Employer’s established rules and policies. The Employer shall provide all necessary safety gear and equipment. The Employer is not required to provide personal wearing apparel, other than rain gear.”

- Section 2.16 – Employee Furnished Tools. Management and labor agreed to increase the value of the employee furnished tools from \$750 to \$1,000. “Journeyman shall furnish a kit of hand tools as set forth in Appendix “A” of this Agreement. Journeyman shall have tools and tool box at a value not to exceed one thousand dollars (\$1,000.00).”
- Sections 2.26 and 2.27 – Crew Mix Ratio and Probationary Period. Management and labor agreed to move Sections 2.26 and 2.27 to Sections 5.18 and 5.19.
- Section 2.28 – Private Attorney’s General Act Waiver. Management and labor agreed to adjust wording in this Section as follows: “It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed in Section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Such claims shall be resolved exclusively through the procedures set forth in this Article 1 and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.”
- Section 3.01 (b) – Workday and Workweek. Management and labor agreed to update the language to read: “The Employer, with 24-hour prior notice to the Union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 7 a.m. and 6 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight hours must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at a rate of two (2) times the regular rate of pay.”
- Section 3.02 – Overtime/Holidays. Management and labor agreed to update the language to read: “The 9th and 10th hours Monday through Friday and the first eight (8) hours on Saturday shall be one and one-half times the straight time Journeyman hourly wage rate. All other overtime shall be double time.”
- Section 3.03 – Payment of Wages. Management and labor agreed to the following updates on waiting time:

Wages shall be paid weekly by cash or check by the Employer for whom the employee is employed. 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. Once payday is established by the Employer, it shall not be changed, except by mutual consent of the Parties to this Agreement and the Employer. Not more than three (3) days’ pay shall be held back. 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.

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. For the purposes of this Section, waiting time shall be calculated as follows:

- a. Waiting time for weekly paycheck: If no payment is issued by end of payday, two (2) hours pay at the straight time hourly rate shall be paid to the employee for payday. After that, straight time shall be paid from 7:00

AM – 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: Straight time shall be paid from 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 Saturdays, Sundays and Holidays.
- c. Tender of such waiting time pay during the regular working hours shall be charged at the regular rate until payment is made.
- o Section 3.08 – Foreman/General Foreman Ratio. Management and labor agreed to change the word ‘Journeyman’ to ‘workers’ as follows: “A foreman shall not supervise more than eleven (11) workers.”
- o Section 3.09 (b) – Show Up Pay. Management and labor agreed to update the language as follows: “If an employee works beyond a two-hour period, he shall be paid for the half-day; likewise, those working more than four (4) hours shall be paid for the full day, unless discharged for cause.”
- o Section 3.10 – Shift Work. Management and Labor agreed to use the “Alternate Category 1 Language” with regards to Shift Work.
- o Section 5.12 – Apprentice Ratios. Management and Labor agreed to update the Apprentice ratio from two apprentices to three journeymen, to one apprentice to one journeyman, as follows:

Each job site shall be allowed a ratio of one (1) apprentice for every one (1) Journeyman Wireman.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1	1
2	2
3	3
etc.	etc.