

**Council on Industrial Relations
for the
Electrical Contracting Industry**



DECISION NO.

Dublin, California
November 14, 2017
Sound and Communication

PARTIES IN DISPUTE:

Santa Clara Valley Chapter, NECA
Local Union No. 595, IBEW

PRESENTATION:

By brief and oral argument for Both

APPEARANCES:

For Santa Clara Valley Chapter, NECA: D. Lung
For Local Union No. 595, IBEW: J. Doherty, D. Chivello

MATTERS IN DISPUTE:

1. Length of Agreement – Article I, Section 1.01
2. Wages and Schedules
3. Article II
4. Article III
5. Article IX
6. Article X
7. Scope Item F – Scope of Work

MEMBERS OF COUNCIL SITTING:

FOR THE EMPLOYER

G. Ashford
R. Berumen
G. Higgins
S. Krieg
B.D. Roberts
J. Wright

FOR THE UNION

J. Bellah
M. Cunningham
M. Daley
B. Threadgold
D. Wilkinson
G. Young

DECISION:

After careful consideration of the evidence submitted, the Council rules as follows:

1(a). The parties are instructed to amend the agreement to show effective dates of December 1, 2017 through November 30, 2019.

2(a). Wage Schedules and Allocation of Increases among the Local Unions shall be as follows:

- 2A = Locals 234, 332, 595-W and 617 – with an increase of \$3.00 per year, to be allocated by Labor
2B = Locals 100, 551-N, 595-E and 684 – with a wage increase of 88% of the 2E actual wage increase
2C = Local 340 – negotiates wage increase on their own
2D = Local 6 – with an increase of \$3.00 per year, to be allocated by Labor
2E = Locals 180, 302 and 551-S – with an increase of \$2.20 per year, to be allocated by Labor

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DECISION NO.

2(b). The present wage and fringe benefit differential(s) for all classifications other than those specifically mentioned in this decision shall be maintained in accordance with the present agreement.

3(a). The parties are instructed to amend the following articles and sections and all other affected articles and sections.

3(b). Section 2.13 (c) and (d) will read as follows:

“(c) Prefabrication of Communications materials, except standard catalogue items, shall be performed by workers employed under the terms of this Agreement. Standard catalogue items do not include items made to the special specifications of Employer or the customer. Wages shall be paid at the rate in effect for the jobsite location where prefabricated communications materials are to be installed.”

(d) All charges of violations of Section (b) and (c) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for handling of grievances and the final and binding resolution of disputes.”

4(a). Section 3.01 (e) – Recalled to Duty will read as follows:

“(e) In this addendum an employee recalled for duty after the completion of his normal shift for the day shall receive pay at double (2) times the normal rate of pay for the number of hours worked on such recall; however, an employee so recalled shall receive an amount of no less than the applicable hourly rate of pay for two (2) hours. The period of recall shall begin with the time of the employee leaving his home until the time of his return.”

4(b). Section 3.03 (b) – Tech and Senior Tech Rates of Pay will read as follows:

“(b) 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.”

4(c). Section 3.04 I (g) – Shift Language will read as follows:

“(g) There shall be no pyramiding of overtime rates, and two (2) times the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked. Any shift starting time, as outlined in this section may be varied by up to two (2) hours.”

4(d). Section 3.04 II – Shift Work Language will read as follows:

“An alternate 8-hour shift may be worked on any hours other than the first, second or third shift listed in the Shift Work section.

The shift shall be worked a minimum of five (5) days with workers receiving their regular hourly rate plus twenty-five percent (25%) for hours worked.

All overtime work required after the completion of this shift shall be paid at one-and-one-half (1 ½) times the “shift” hourly rate.

There shall be no requirement for any other shift when the alternate shift is worked.”

4(e). Section 3.07 (a) – Holiday Schedule will read as follows:

“New Year’s Day; Martin Luther King Jr.’s. Birthday, observed the third Monday in January; Washington’s Birthday, the third Monday in February; Memorial Day, the last Monday in May;

Independence Day, the 4th of July; Labor Day, the first Monday in September; Thanksgiving Day, the fourth Thursday in November; the day after Thanksgiving (Friday); Christmas Eve, December 24th; and Christmas Day, December 25th.

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.”

4(f). Section 3:07 (c) – Paid Time Off Waiver Language will be added to the Agreement:

“(c) During the time this Agreement is in effect, if the State of California or any city, county or political subdivision of the State of California enacts a statute, ordinance, rule, law or regulation mandating paid time off for employees within its jurisdiction, both parties to this Agreement hereby agree to waive the requirements of the statute, ordinance, rule, law or regulation when permitted therein including, but not limited to, Article 1.5 (commencing with Section 245) of the California Labor Code and California Labor Code Section 2810.5 (H). Any Employer who is signatory to this Agreement shall not be required to comply with said statute, ordinance, rule, law or regulation, and any employee covered by this Agreement shall not have any right or cause of action against any signatory Employer or IBEW Local for violation of said statute, ordinance, rule, law or regulation. The Employer recognizes that the Union cannot unilaterally bargain away the statutory rights of its members without ratification.”

4(g). Section 3.08 – Normal Place of Business Language will be added to the Agreement:

“A normal place of business is one which is prepared to, and does perform the function of an electrical/communications contractor offering its services to the general public with a manager in charge who is authorized to submit bids and accept contracts and that is staffed full-time with personnel that perform all the fundamental aspects of a licensed business operation. The Employer shall notify the Local Union when such an office is established.”

5. Section 9.06 (c) – Apprenticeship Language will read as follows:

“(c) Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Systems Installers.

Number of Systems Installers	Maximum Number of Apprentices
1	1
2	2
3	2
4	4
5	4
6	4
7	6
8	6
9	6
10	8
Etc.	Etc.

A program will be instituted to assure the effectiveness of these ratios on a local level.”

6. Section 10.05 – Compliance Fund will read as follows:

“Effective December 1, 2017, the hourly contribution rate shall be established at \$0.30 per hour for all classifications. Monies collected shall be distributed to local IBEW/NECA Labor-

COUNCIL ON INDUSTRIAL RELATIONS
FOR THE ELECTRICAL CONTRACTING INDUSTRY

DECISION NO.

Management Cooperation Committees within the geographical area of this Addendum for all man hours attributed to such jurisdiction pursuant to the monthly transmittal.

This \$0.10 increase will be a \$0.05 contribution from Management with a matching \$0.05 contribution from Labor.”

7. After careful consideration of all issues, the Council declines at this time to change the existing language or add new language in this decision on the following issue(s): Scope Item F – Scope of Work.

2100

The parties are instructed to incorporate the matters set forth in this decision (including any issues previously agreed upon locally) into an agreement that shall then be signed by both parties. Should any of the above changes affect articles and sections not specifically identified by the parties or contained in this decision, those articles and sections shall be modified as required to comply with this decision. Sufficient copies of this agreement are to be promptly submitted for approval in accordance with the usual procedure. These copies must contain original signatures but need not include the original agreement.

UNANIMOUSLY ADOPTED:

Washington, D.C.

November 14, 2017

Acting Co-Chairman

Acting Co-Chairman

Secretary