STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
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SHIFT PROVISIONS

FOR

LIGHT FIXTURE MAINTENANCE
MAINTENANCE ELECTRICIAN, OUTDOOR LIGHTING (SECOND SHIFT)
MAINTENANCE ELECTRICIAN, OUTDOOR LIGHTING (THIRD SHIFT)
TECHNICIAN SERVICEMAN, FIXTURE CLEANER (SECOND SHIFT)
TECHNICIAN SERVICEMAN, FIXTURE CLEANER (THIRD SHIFT)

IN

ORANGE COUNTY

Note: The shift provisions provided in the following pages provide the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift. Any provision limiting the work hours for a particular type of work will not be enforced on public works.

June 1, 2005 - May 31, 2008

INSIDE WIREMAN'S AGREEMENT

Between

Orange County Chapter

National Electrical Contractors Association, Inc.

and

Local Union No. 441

International Brotherhood of Electrical Workers

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Department of Industrial Relations
NOV 17 2005
Div. of Labor Statistics & Research
Chief's Office

SHIFT WORK

SECTION 6.5 When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 5:00 a.m. and 5:30 p.m. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive day duration unless mutually changed by the parties to this Agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double 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.

SECTION 6.6 When work extends from overtime to regular time, if eight (8) hours have been worked at overtime, the rate of pay shall be the overtime rate until a break of at least eight (8) hours is given.

ARTICLE VII
WAGES, CLASSIFICATIONS AND WAGE SCALE

SECTION 7.1 WAGES, BENEFITS, CLASSIFICATIONS and all FUNDS and DEDUCTIONS: Refer to Schedule A, Page 1. APPRENTICE WAGE SCALE: Refer to Schedule A, Page 2, and Schedule B.

Note:
(i) Any portion of the scheduled wage increase(s) may be allocated to the existing benefit fund(s) at the option of the local union.
(ii) All premiums shall be computed on the Class I rate of pay.