

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SHIFT PROVISIONS

FOR

ELECTRICIAN:
INSIDE WIREMAN, TECHNICIAN (2ND SHIFT)
INSIDE WIREMAN, TECHNICIAN (3RD SHIFT)
CABLE SPLICER (2ND SHIFT)
CABLE SPLICER (3RD SHIFT)

IN

NAPA AND SOLANO COUNTIES

Note: The shift provisions provided in the following pages provide guidance on the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift where shift differential pay is in the determinations. Any shift provision restricting the work hours for a particular shift for a type of work will not be enforced on public works. However, if work is performed during hours typically associated with a 2nd or 3rd shift the appropriate shift rate of pay is required. Shift differential pay shall not apply to work during traditional shift hour (swing or grave) if the determination includes a footnote that indicates that the non-shift rate may be paid for a special single shift. Please note the exemptions in California Code of Regulations Section 16200 (a)(3)(F) do not waive the shift differential pay. These regulatory exemptions only apply to overtime pay. Overtime shall be required in accordance with the determination and Labor Code Section 1810 through 1815.

MEMORANDUM OF UNDERSTANDING

SOLANO & NAPA COUNTIES INSIDE CONSTRUCTION AGREEMENT

401(a) and Health & Welfare Contributions
June 1, 2004 Wage Allocation

RECEIVED
Department of Industrial Relations
JAN 29 2004
Div. of Labor Statistics & Research
Chief's Office

Effective January 1, 2004 through May 31, 2004:

- 1) The 401(a) contribution rate for Journeymen A will be decreased to \$0.20 per hour.
- 2) The Health & Welfare contribution for all classifications will be increased to \$5.66.

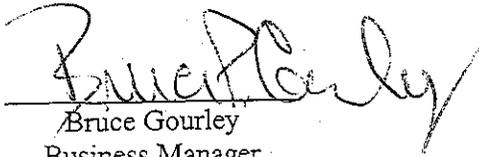
<u>Classification</u>	<u>401(a) Contribution</u>	<u>Health & Welfare</u>
Journeyman A	\$0.20	\$5.66
Journeyman B	\$1.70	\$5.66
Journeyman C	\$3.20	\$5.66
Journeyman D	\$4.70	\$5.66
Journeyman E	\$6.20	\$5.66

Effective June 1, 2004:

- 1) The 401(a) contribution rate for Journeymen A will be increased to \$0.50 per hour.
- 2) Labor allocates the \$1.75 wage and fringe benefit package increase to the Health and Welfare fund, increasing the contribution rate to \$7.11 for all classifications.

<u>Classification</u>	<u>401(a) Contribution</u>	<u>Health & Welfare</u>
Journeyman A	\$0.50	\$7.11
Journeyman B	\$2.00	\$7.11
Journeyman C	\$3.50	\$7.11
Journeyman D	\$5.00	\$7.11
Journeyman E	\$6.50	\$7.11


Donald V. Campbell
Executive Director
Northern California Chapter, NECA

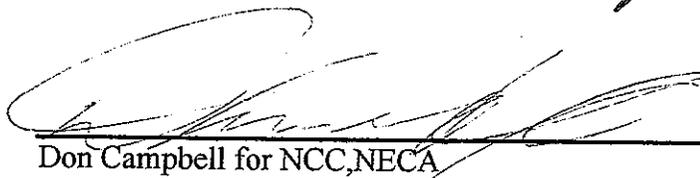

Bruce Gourley
Business Manager
Local Union 180, IBEW

The parties to the Solano/Napa Local 180 inside Collective Bargaining Agreement agree to the following:

- The parties agree to a wage and fringe benefit package increase of \$1.75 each year for 4 years beginning June 1, 2004 through May 31, 2008.
- Removal of language concerning the percentage contribution for Health and Welfare as well as the removal the language dealing with the 6 month floor and the 12 month cap.


Bruce Gourley for IBEW Local 180

AUGUST 12, 2003


Don Campbell for NCC,NECA

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Solano & Napa Counties

Inside Construction Agreement

Between

**Solano & Napa Counties Branch
Northern California Chapter,
National Electrical Contractors Association**

&

**Local Union 180,
International Brotherhood of Electrical Workers**

Effective

June 1, 2002 through May 31, 2004

Employees shall only accept instructions or orders from a Foreman, Sub-Foreman, the Employer and/or the Employer's representative.

No Foreman of any job on which six (6) or more Journeymen are assigned shall act as a Foreman of such job while at the same time work as a Journeyman at a different job site.

The Employer may assign a Sub-Foreman to act in the capacity of a supervisor on any job, or to any crew, on which less than six (6) Journeymen are assigned.

A Foreman shall not supervise more than eleven (11) Journeymen.

When two (2) or more Foremen are utilized, on a single job site, then a General Foreman shall be required.

On any job over 10,000 manhours a Pre-Job Conference shall be conducted by the Employer to review the management structure and reporting relationships with field supervisors for the project. Job site parking requirements shall also be reviewed at the Pre-Job Conference. The Business Manager and the Chapter Manager shall participate in the Pre-Job Conference.

Section 7 [3.07]

Show Up Pay

(a) When workmen are directed to report to a job or a shop and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours pay unless notified at a minimum one (1) hour prior to start time, provided there is a reasonable means of communication available, and provided further that if the employee reports to shop or job, he shall contact his Employer before leaving the job. The Employer will furnish a phone number and place where an Employer representative can be contacted.

(b) If an employee works beyond a two-hour period, he shall be paid for the full half-day; likewise, those working more than four (4) hours shall be paid for the full day, unless discharged for cause. Employees working beyond the established shift shall be paid at the overtime rate.

(c) In those cases where circumstances that are beyond the control of the Employer cause a curtailment and/or a cessation of a job or portion of a job, the above provisions will not be applicable.

Section 8 [3.08]

Shift Work

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

The first shift (day shift) shall be worked between the hours of 8:00 AM and 4:30 PM. Workers on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 PM and 12:30 AM. Workers on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 AM and 8:00 AM. Workers on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular 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.

The Business Manager and Chapter Manager have the authority to amend on a job-by-job basis the shift provisions as specified above.

When it becomes necessary for work to be performed in an establishment during hours other than the regular work hours of 7:00 AM to 3:30 PM, Monday through Friday, excepting the one hour variation allowed in Section 3.01 above, such work may be performed providing that workmen shall be guaranteed eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7-1/2) hours work.

Section 9 [3.09]

Lay-Off – Reporting for Work

- (a) Any employee reporting for work and being laid off shall receive not less than four (4) hours wages, except when such lay-off is not within the control of the Employer.
- (b) When employees are to be laid off without being notified the previous day, they shall receive not less than one (1) hour pickup time and be paid all wages in full.

Section 10 [3.10]

Public Works

When work performed on Public Works is subject to prevailing wages, terms and conditions pursuant to applicable law, then such published wages, terms and conditions shall govern and take precedence over any other wages, terms or conditions as set forth in this Agreement, provided that the Employer will pay all increases in any fringe benefit contributions required pursuant to this Agreement.

Section 11 [3.11]

Failure to Notify Employer

All employees are required to make good faith efforts to notify the Employer before starting time when unable to report for work. Failure to so notify the Employer will forfeit the employee's right to collect show-up time for the ensuing workdays if the Employer terminates the employee.

Section 12 [3.12]

High Time

On jobs where employees are required to work from trusses, scaffolds, frames, or ladders at a distance of sixty (60) feet or over from the ground, water, or supporting surface, the pay shall be one and one-half