

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, 2ND SHIFT
INSIDE WIREMAN, 3RD SHIFT
CABLE SPLICER, 2ND SHIFT
CABLE SPLICER, 3RD SHIFT

IN

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA¹, SUTTER,
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

¹ Applies to portion of county lying west of the main watershed divide.

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.

NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION
Greater Sacramento Chapter
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION 340

**NECA WORKING
IBEW TOGETHER**

DEDICATED TO BUILDING
A BETTER COMMUNITY

RECEIVED
Department of Industrial Relations

JAN 23 2009

Div. of Labor Statistics & Research
Chief's Office

Expiration date of Agreement shall be May 31, 2012.

A.C. Steelman

A.C. Steelman
IBEW Business Manager

Date:

1-14-09

Fran McDermott

Fran McDermott
NECA Chapter Manager

Date:

1-14-09

NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION
Greater Sacramento Chapter
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION #340
January 17, 2007



TO: All Employers signatory to Local 340's Inside Wireman's Agreement

RE: Deletion of Article III.10 & Article III.10(A) of the current Inside Wireman's Agreement

Please be advised the above listed Articles of the current Inside Wireman's Agreement between IBEW Local 340 and NECA have been deleted from said agreement. The deleted articles read as follows:

"III.10 The Employer shall have the option of establishing a four-day, ten-hour shift in the following manner: Monday through Thursday or Tuesday through Friday.

(a) The Employer, with 72 hours prior notice to the Union, and Employees may institute a workweek consisting of four (4) consecutive ten (10) hour days, subject to approval by the Business Manager, between the hours of 6:00 AM and 6:00 PM, Monday through Thursday or Tuesday through Friday with one-half hour allowed for a lunch period. After ten hours in a work day, overtime shall be paid at the rate of one and one-half times the regular rate of pay, except Sundays and Holidays which will be paid at double the straight time rate of pay.

(b) On Projects, which require four ten hour days on Saturdays, Sundays or Holidays, the Employer is required to contact the Business Manager for approval on a job-by-job basis.

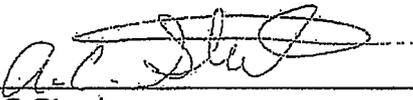
III.10 (A) MAINTENANCE AND RENOVATIONS SHIFT PROVISION

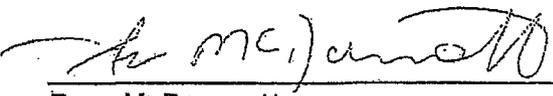
In situations where work is to be performed in existing occupied facilities and the Employer's customer determines that it is impractical for work to proceed during regular working hours, then by mutual Agreement between the parties, (SECA and IBEW), the Employees will be requested to work any eight consecutive hours in a 24-hour period as follows. The Employer may schedule eight consecutive hours of work with a 30-minute lunch break after the first four hours of work, between the hours of 4:30 PM and 8:00 AM, Monday through Friday at the straight time rate of pay for all hours worked.

Any hours worked under this section in excess of the scheduled eight hours in a day or forty hours in a week, shall be paid at one and one-half times the shift rate of pay. Any work performed on Sundays and Holidays shall be paid at double the regular straight time rate of pay."

We believe these changes will lead to a more level playing field for all of our employers. Please call us if you have any questions or concerns.

Sincerely,


A.C. Steelman
Business Manager - IBEW 340


Fran McDermott
Sacto. Chapter Manager - NECA

ACS-FM / pp opelu #29 afl-cio

1-17-07

2840 El Centro Rd., # 115 • Sacramento, CA 95833 • Phone: 916/927-4239 • Fax: 916/927-1074

NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION
Greater Sacramento Chapter
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION 340

66-340-7

**NECA WORKING
IBEW TOGETHER**

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A BETTER COMMUNITY

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Chief's Office

III.10 SHIFT WORK

When so elected by the contractor, multiple shifts of eight (8) hours for 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 8:00 A.M. and 4:30 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.

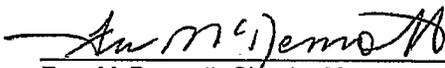
The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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 five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

**Sacramento Electrical Contractors
Association, Inc. ---**

Local Union No. 340, IBEW



Fran McDermott, Chapter Manager



A. C. Steelman, Business Manager

DATE: 7-29-08

DATE: 7-29-08

AC-FM/pp opelu #29 afl-cio

SACRAMENTO ELECTRICAL INDUSTRY LABOR-MANAGEMENT COOPERATION TRUST

1129 D Street • Sacramento, CA 95814
Phone: 916/449-1322 • Fax: 916/449-1328

INSIDE WIREMAN'S AGREEMENT

Agreement by and between SACRAMENTO ELECTRICAL CONTRACTOR'S ASSOCIATION, INC. and LOCAL UNION NO. 340, I.B.E.W.

III.10 (B) SHIFT WORK

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

The first shift (day shift) shall be worked between the hours of 8:00 AM and 4:30 PM. Employees 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. Employees 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, with eight (8) hours of benefits paid when a full shift has been worked.

The third shift (graveyard shift) shall be worked between the hours of 12:30 AM and 8:00 AM. Employees on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work, with eight (8) hours of benefits paid when a full shift has been worked.

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 (1 1/2) 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.