

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

ADDRESS REPLY TO:



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

SHIFT PROVISIONS

FOR

ELECTRICIAN:
INSIDE WIREMAN, TECHNICIAN
INSIDE WIREMAN, TECHNICIAN (SECOND SHIFT)
INSIDE WIREMAN, TECHNICIAN (THIRD SHIFT)
CABLE SPLICER-WELDER
CABLE SPLICER-WELDER (SECOND SHIFT)
CABLE SPLICER-WELDER (THIRD SHIFT)

IN

CALAVERAS AND SAN JOAQUIN 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.

San Joaquin & Calaveras Counties

Inside Construction Agreement

BETWEEN

STOCKTON BRANCH – NORTHERN CALIFORNIA CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

&

LOCAL UNION 595,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

EFFECTIVE

December 2, 1998 through December 1, 2002

RECEIVED
Department of Industrial Relations

JAN 27 1999

Div. of Labor Statistics & Research
Chief's Office

INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS



VICTOR UNC
Business Manager
Finanziell Sachverständiger

6250 VILLAGE PARKWAY, DUBLIN, CALIFORNIA 94568-3004
TELEPHONE (925) 556-0695 FAX (925) 556-0600

LOCAL No. 595

January 27, 2006

Raida Terencio, Research Analyst
State of California, DIR
PO Box 420603
San Francisco, CA 94142

Dear Raida:

Please be advised that on November 7, 2005, an agreement was reached between IBEW Local 595 and Northern California NECA, Stockton Branch for a new Collective Bargaining Agreement after submission to The Council of Industrial Relations for the Electrical Contracting Industry (copy of decision enclosed). The following is a summary of the negotiated settlement.

EFFECTIVE DATE: *December 1, 2005 thru November 30, 2008*

Sincerely,

Victor Uno
Business Manager-
I.B.E.W. Local 595

Department of Industrial Relations

JAN 27 2006

Pete Halver
Chapter Representative
N.E.C.A.

Div. of Labor Statistics & Research
Chief's Office

IBEW Local 595Victor Uno, Chair for Labor
IBEW LOCAL 595Tony Bertolucci
IBEW LOCAL 595Dan Chivello
IBEW LOCAL 595Marc Fadilla
IBEW LOCAL 595Manuel Reynosa
IBEW LOCAL 595IBEW Local 595
6250 Village Parkway
Dublin, CA 94568

**SUMMARY OF THE
JOINT RECOMMENDED
SETTLEMENT FOR THE
INSIDE CONSTRUCTION
AGREEMENT FOR CALAVERAS
AND SAN JOAQUIN COUNTIES**

NorCal-NECAGene Gini, Chair for Management
COLLINS ELECTRICDon Campbell
NORCAL-NECAJeff Withers
COLLINS ELECTRICLewis Frain
CON J. FRANK ELECTRIC, INC.Gary Woody
BOCKMAN AND WOODYPete Halver
NORCAL-NECA
6300 Village Parkway
Dublin, CA 94568

The following items were discussed and agreed upon by the negotiating teams for IBEW Local 595 and the Northern California Chapter, NECA, regarding the Inside Construction Agreement for Calaveras and San Joaquin Counties. It is understood that the membership of IBEW Local 595 will consider this Joint Recommended Settlement on Monday, October 27, 2008.

1. Extension of the Agreement: Six Month Agreement Extension
December 1, 2008 through May 31, 2009

2. Monies to be allocated: \$1.00 in new monies to be allocated December 1, 2008.

3. New Articles Jointly Agreed Upon

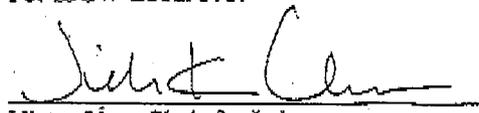
As a settlement of the contract extension, the following items were jointly agreed upon for the six month extension and for inclusion into any subsequent agreement:

1. Certified Welder pay at Foreman Rate of pay.
2. Language allowing for direct deposit of pay by the Employer with the agreement of the Employee. The Employer will be responsible for any financial penalties if the direct deposit is not made to the Employee's account according to the time requirements of Article 3, subsection 3.
3. Language committing the parties to a Code of Excellence program to better the union electrical industry.

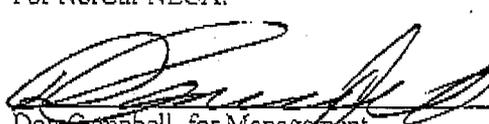
4. Memorandum of Understanding - Employee Recall

A Memorandum of Understanding (MOU) will be signed allowing for an Employer to recall an Employee who was given a "reduction of force" layoff. The Employee must be on Book 1 of the Available for Work List and must be receiving unemployment benefits. A recall can only occur within 30 days of a layoff. Former Employees who were working for the Employer on a job 80 hours or less ("short call") are not qualified for this recall provision. Employees who quit or who are terminated for cause are not eligible for this provision. If a former Employee takes any job call during the 30 day period, eligibility for recall terminates. The former Employee must agree to the recall. Provisions of this MOU take effect upon extension of the Inside Construction Agreement (December 1, 2008) and expire May 31, 2009.

For IBEW Local 595:


Victor Uno, Chair for Labor

For NorCal-NECA:


Don Campbell, for Management

October 17, 2008

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IBEW, Local 595

Victor Uno, Chair for Labor
IBEW LOCAL 595

Tony Bertolucci
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Dan Chivello
IBEW LOCAL 595

Marc Padilla
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Manuel Reynosa
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SUMMARY OF THE JOINT RECOMMENDED SETTLEMENT FOR THE INSIDE CONSTRUCTION AGREEMENT FOR CALAVERAS AND SAN JOAQUIN COUNTIES

NorCal, NECA

Gene Gini, Chair for Management
COLLINS ELECTRICAL CO., INC.

Don Campbell
NORCAL, NECA

Jeff Withers
COLLINS ELECTRICAL CO., INC.

Lewis Frain
CON J. FRANKE ELECTRIC, INC.

Gary Woody
BOCKMON AND WOODY

Pete Halver
NORCAL, NECA
6300 Village Parkway
Dublin, CA 94568

The following items were discussed and agreed upon by the negotiating teams for IBEW Local 595 and the Northern California Chapter, NECA, regarding the Inside Construction Agreement for Calaveras and San Joaquin Counties. The membership of IBEW Local 595 approved this Joint Recommended Settlement on Thursday, May 7, 2009.

1. **Extension of the Agreement:** Six Month Agreement Extension:

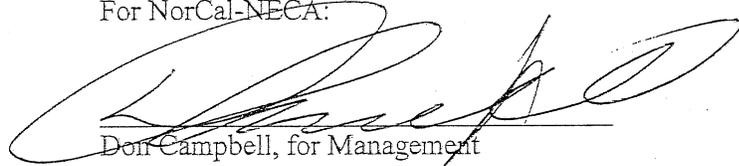
- June 1, 2009 through December 1, 2009

For IBEW Local 595:



Victor Uno, for Labor

For NorCal-NECA:



Don Campbell, for Management

May 8, 2009

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Pete Halver
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**SUMMARY OF THE
JOINT RECOMMENDED
SETTLEMENT FOR THE
INSIDE CONSTRUCTION
AGREEMENT FOR CALAVERAS
AND SAN JOAQUIN COUNTIES**

The following was discussed and agreed upon by the negotiating teams for IBEW Local 595 and the Northern California Chapter, NECA, regarding the Inside Construction Agreement for Calaveras and San Joaquin Counties. The membership of IBEW Local 595 approved this Joint Recommended Settlement on Thursday, October 29, 2009.

1. Extension of the Agreement: Six Month Agreement Extension:

- December 1, 2009 through May 31, 2010

For IBEW Local 595:


Victor Uno, for Labor

For NorCal-NECA


Don Campbell, for Management

October 30, 2009

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Shift Work

Section 10 [3.10]

Subsection (a) When so elected by the Contractor, multiple shifts of at least five (5) days duration may

be worked.

Subsection (b) When two (2) or three (3) shifts are worked:

- (1) The first shift (day shift) shall be worked between the hours of 7:00 AM and 3:30 PM. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.
- (2) The second shift (swing shift) shall be worked between the hours of 3:30 PM and 11:30 PM. Workmen 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.
- (3) The third shift (graveyard shift) shall be worked between the hours of 11:30 PM and 7:00 AM. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work.

Subsection (c) 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.

Subsection (d) 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.