

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

IN

SAN MATEO COUNTY

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.

61-602-1

**INSIDE
AGREEMENT**

1995 - 1997 - 2000 - 2005

between

Local Union 617

International Brotherhood

of

Electrical Workers

AFL-CIO

and

The San Mateo County Chapter

National Electrical

Contractors Association Inc.

Covering

San Mateo County

California

Effective June 1, 1995 through May 31, 1997

Extended through May 31, 2005

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Chief's Office

and supports for electrical systems, shall be installed on-site by employees covered by this agreement.

Section 5.2 (a): Shift Work - when so elected by the contractor, multiple shifts of at least five (5) days duration may be worked.

Section 5.2 (b): When two (2) or three (3) shifts are worked:

1. The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours of work.

2. The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the swing shift shall receive eight (8) hours pay at the regular hourly rate plus ten (10%) percent for seven-and-one-half (7 ½) hours worked.

3. The third shift (graveyard) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the graveyard shift shall receive eight (8) hours pay at the regular hourly rate plus fifteen (15%) percent for seven (7) hours worked.

4. 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 (1-1/2 x) the "shift" hourly rate.

5. There shall be no pyramiding of over-time rates and double the straight-time rate shall be the maximum compensation for any hour worked.

6. There shall be no requirement for a day shift when either the second or third shift is worked

Section 5.2 (c): Alternate Shift:

(1.) An alternate 8 hour shift may be worked on any hours other than the first, second, or third shift listed in the previous section.

(2.) A lunch period of thirty (30) minutes shall be allowed after four (4) hours on each shift.

(3.) All overtime work required after the completion of a regular shift shall be paid at one-and-one-half (1 ½) times the "shift" hourly rate.

(4.) The shift shall be worked a minimum of five (5) days with workers receiving their regular hourly rate plus twenty (20) percent for hours worked.

(5.) There shall be no requirement for any other shift when the alternate shift is worked.

Section 5.2 (d) SHIFT BREAK-Workers changing shift hours will be provided a minimum break of eight (8) hours before starting work.

Section 5.3 (a): REPORTING FOR WORK-Employees called for duty four hours or more before the beginning of regular working hours, shall be paid at the double-time (2 x) rate from the time that they are called until the start of their regular shift.

Section 5.3 (b): No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Union .

Section 5.3 (c): On the day of dispatch, if a worker performs at least seven-and-one-half (7-1/2) hours of work, but less than eight (8) hours, he/she shall be paid for eight (8) hours at the regular rate of pay that day.

Section 5.4: When ninety (90) employees subject to this agreement from Group I become unemployed for a period of ten (10) working days or more, there shall be a meeting of the Labor Management Committee called for the purpose of reducing the work week to four (4) days.

The Adjusted Work Week shall be thirty-two (32) hours, Monday through Friday, eight (8) hours per day (any four work days during the adjusted 40 hour work week). The day off will be determined by the employer. A ten (10) day written notice will be mailed to notify the employers and employees when the Adjusted Work Week will be effected.

An Adjusted Work Week will be for a minimum of twenty (20) work days. A ten (10) day written notice will be sent out to return to a forty (40) hour work week.

General Foremen, Foremen as defined in Article V, Section 5.5 (b), employees performing service work, and Apprentices are exempt from the Adjusted Work Week: their work week will be forty (40) hours. For all other employees the regular eight (8) hours worked on the fifth day over thirty-two (32) hours of the Adjusted Work Week shall be overtime at the rate of (1-1/2) time and one-half the regular wage.

Section 5.5 (a): If, during the term of this agreement, the Davis-Bacon prevailing wage rate is lowered as the result of a wage survey causing the lowering of such prevailing wage rate, subject to the requirements set forth below, all signatory contractors shall be permitted to bid future federal public works projects, not already awarded or bid, at the lower prevailing wage rate.

If, during the term of this agreement, the state prevailing wage rate is lowered as the result of a wage survey causing the lowering of such prevailing wage rate, subject to the requirements set forth below, all signatory contractors shall be permitted to bid future state public works projects, not already awarded or bid . at the lower prevailing wage rate.

Before a contractor is permitted to pay less than the contractual wage rate as the result of a wage survey lowering the prevailing wage rate as described above, the contractor must:

NECA

Labor Management Committee

IBEW

San Mateo Electrical Construction Industry

MEMORANDUM OF UNDERSTANDING

Whereas the San Mateo Chapter of NECA and IBEW Local #617 have entered into and are subject to the Collective Bargaining agreement dated June 1, 1995 through May 31, 2005.

Whereas the Parties wish to extend the agreement to May 31, 2007 the wages change effective June 1, 2004, June 1, 2005 and June 1, 2006.

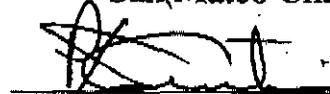
Therefore the Parties have agreed to extend the agreement to May 31, 2007 with a wage increase of 1.50 effective June 1, 2004, an increase of \$1.50 June 1, 2005 and an increase of \$1.75 June 1, 2006

IBEW Local #617



5-24-04
Date

San Mateo Chapter NECA



5-24-04
Date