



## SHIFT PROVISIONS

### FOR

### ELECTRICIAN:

INSIDE WIREMAN, TECHNICIAN – 2<sup>ND</sup> SHIFT  
INSIDE WIREMAN, TECHNICIAN – 3<sup>RD</sup> SHIFT

CABLE SPLICER – 2<sup>ND</sup> SHIFT  
CABLE SPLICER – 3<sup>RD</sup> SHIFT

HELIARC WELDING – 2<sup>ND</sup> SHIFT  
HELIARC WELDING – 3<sup>RD</sup> SHIFT

### IN

### KERN 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 2<sup>nd</sup> or 3<sup>rd</sup> 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.

61-428-1

NOV 24 2014

**2014 NECA-IBEW NEGOTIATIONS**

Office of the Director-Research

**SETTLEMENT AGREEMENT**

**INSIDE/OILFIELD AGREEMENTS**

The undersigned have reached tentative agreement on terms and conditions to effect a successor agreement to the NECA-IBEW 2012-2014 Inside and Oilfield Agreements and have tentatively agreed to the following changes to those Agreements, contingent upon ratification of the membership of Local 428. If rejected by the membership, the parties agree to mutually submit all matters herein to the next meeting of the CIR.

Sec. 1.01 Amend to provide for a three year agreement as follows:

**EFFECTIVE DATE:** This Agreement shall take effect December 1, 2014, and shall remain in effect through November 30, 2017, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

61-428-1

RECEIVED  
R12/4/12  
CD-Research Unit

**2012 NECA-IBEW NEGOTIATIONS  
SETTLEMENT AGREEMENT  
INSIDE/OILFIELD AGREEMENTS**

The undersigned have reached tentative agreement on terms and conditions to effect a successor agreement to the NECA-IBEW 2011-2012 Inside and Oilfield Agreements and have tentatively agreed to the following changes to those Agreements, contingent upon ratification of the membership of Local 428. If rejected by the membership, the parties agree to mutually submit all matters herein to the next meeting of the CIR.

Sec. 1.01 Amend to provide for a two year agreement as follows:

**EFFECTIVE DATE:** This Agreement shall take effect December 1, 2012, and shall remain in effect through November 30, 2014, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

2011-2012

**RECEIVED**  
Department of Industrial Relations

JUL 13 2012

**AGREEMENT** Div. of Labor Statistics & Research  
Chief's Office

**Covering Inside Electrical Construction Work**

**in Kern County, California**

**BETWEEN**

**LOCAL UNION NO. 428**

**OF THE**

**INTERNATIONAL BROTHERHOOD OF**

**ELECTRICAL WORKERS**

**AND**

**KERN COUNTY CHAPTER**

**NATIONAL ELECTRICAL CONTRACTORS**

**ASSOCIATION**

**N.E.C.A.**

**3008 SILLECT AVENUE, SUITE 103, BAKERSFIELD, CA 93308**

**PHONE: (661) 325-5937**

**I.B.E.W.**

**3921 N SILLECT AVENUE, BAKERSFIELD CA 93308**

**PHONE: (661) 323-2979**

**Sec. 3.13. 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 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.

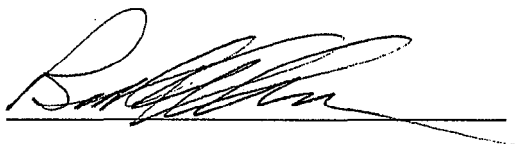
If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed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

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.

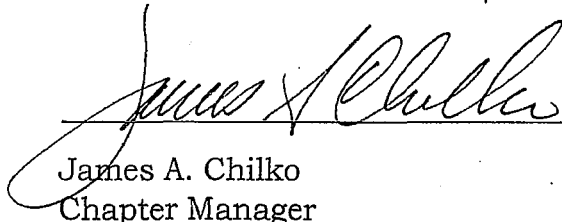
There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Signed for the Association:

**KERN COUNTY CHAPTER  
NATIONAL ELECTRICAL  
CONTRACTORS ASSOCIATION, INC.**



Reed Adamson  
President



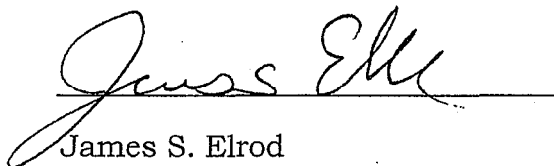
James A. Chilko  
Chapter Manager

7-3-12

Date

Signed for the Union:

**LOCAL UNION #428  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**



James S. Elrod  
President



Danny Kane  
Business Manager

06-21-12

Date