



## SHIFT PROVISIONS

### FOR

#### **ELECTRICIAN:**

COMMUNICATIONS & SYSTEMS INSTALLER 2<sup>nd</sup> SHIFT  
COMMUNICATIONS & SYSTEMS INSTALLER 3<sup>rd</sup> SHIFT

COMMUNICATIONS & SYSTEMS TECHNICIAN 2<sup>nd</sup> SHIFT  
COMMUNICATIONS & SYSTEMS TECHNICIAN 3<sup>rd</sup> SHIFT

### IN

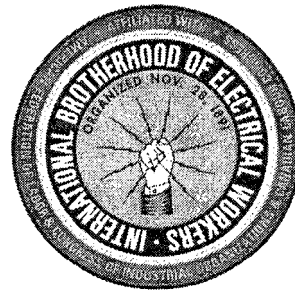
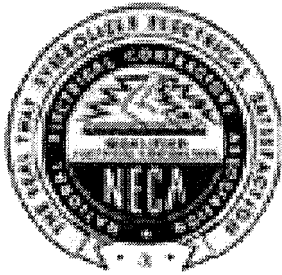
ALAMEDA, CALAVERAS, CONTRA COSTA, DEL NORTE,  
FRESNO, HUMBOLDT, KINGS, LAKE, MADERA, MARIN,  
MARIPOSA, MENDOCINO, MERCED, MONTEREY, NAPA,  
SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO,  
SANTA CLARA, SANTA CRUZ, SOLANO, SONOMA,  
STANISLAUS, TULARE, AND TUOLUMNE COUNTIES

**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 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-X-7

RECEIVED  
12/17/2014

**9<sup>th</sup> District**  
**SOUND & COMMUNICATIONS**  
**AGREEMENT**  
**NORTHERN CALIFORNIA**  
Addendum #2



NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION  
AND  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

EFFECTIVE

**December 1<sup>st</sup>, 2014 – November 30<sup>th</sup>, 2017**

Section 3:04.I Shift work. When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the following conditions shall apply:

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

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

(c) The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "grave-yard shift" shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours work.

(d) When requested by the customer in writing on occupied remodel and renovation work, and when mutually agreed by the employee and employer, a single shift of eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays, between the hours of 2:30 p.m. and 6:00 a.m. The shift start time is anytime after 2:30 p.m. Employees shall receive a minimum of eight (8) hours pay at the regular hourly rate plus ten percent (10%) regardless of the hours worked. Such written request shall be provided to the Union.

(e) A lunch period of thirty (30) minutes shall be allowed on each shift.

(f) 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.

(g) There shall be no pyramiding of overtime rates, and two (2) times the straight time rate shall be the maximum compensation for any hour worked.

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

**Section 3:04. II Shift Work.** When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

(a) The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. with a one-half hour lunch period. Workers on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate.

(b) The second shift (swing shift) shall be worked between the hours of 4:00 p.m. and 12:30 a.m. with a one-half hour lunch period. Workers on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate, plus an additional (\$.75) seventy-five cents per hour.

(c) The third shift (graveyard shift) shall be worked between the hours of 12:00 a.m. and 8:30 a.m. with a one-half hour lunch period. Workers on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate, plus an additional (\$1.00) one dollar per hour.

(d) A lunch period of thirty 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 which includes the shift premium of \$.75 on the second shift and \$1.00 on the third shift.

(e) 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. Any shift starting time, as outlined in this section may be varied by up to two (2) hours.

**MEMORANDUM OF UNDERSTANDING  
IN THE SOUND & COMMUNICATIONS, 9<sup>TH</sup> DISTRICT AGREEMENT &  
NORTHERN CALIFORNIA & NORTHERN NEVADA  
ADDENDUM #2 (A, B, C, & D)**

DATE: March 22, 2005


TO: ALL SIGNATORY CONTRACTORS AND LOCAL IBEW UNIONS

FROM: LABOR-MANAGEMENT COMMITTEE OF ADDENDUM #2


SUBJ: SCOPE AND SHIFT LANGUAGE

1. It is understood that the intent of the negotiated language is as follows:
  - a. Contractors at their option can choose between the Scope (9<sup>th</sup> District Master Agreement) or Scope (Northern California/Nevada Addendum #2) Language on a per job basis.
  - b. Contractors at their option can choose between 3:04.I Shift (9<sup>th</sup> District Master Agreement) or 3:04.II Shift (Northern California/Nevada Addendum #2) Language on a per job basis.

Signed for I.B.E.W.:

  
\_\_\_\_\_  
Bruce P. Courley 3/24/05  
Name Date

Signed for NECA:

  
\_\_\_\_\_  
Gary P. Walker 3/24/05  
Name Date