



SHIFT PROVISIONS

FOR

ELECTRICIAN:

INSIDE WIREMAN, TECHNICIAN – 2ND SHIFT
INSIDE WIREMAN, TECHNICIAN – 3RD SHIFT

CABLE SPLICER – 2ND SHIFT
CABLE SPLICER – 3RD SHIFT

HELIARC WELDING – 2ND SHIFT
HELIARC WELDING – 3RD 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 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.

**2017-2020
IBEW - NECA
INSIDE AGREEMENT**

RECEIVED
Department of Industrial Relations
JAN 17 2018
Office of the Director-Research

**LOCAL UNION NO. 428
of the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

and the

**KERN COUNTY CHAPTER
of the
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION**

**Covering Inside Electrical Construction
& Maintenance Work
in
Kern County, California**

**I.B.E.W.
3921 N SILLECT AVE
BAKERSFIELD, CA 93308
PHONE: (661) 323-2979**

**N.E.C.A.
4015 Coffee Road, Suite 210
BAKERSFIELD, CA 93308
PHONE: (661) 325-5937**

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

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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.

ARTICLE XII

CODE OF EXCELLENCE

Section 12.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SEPARABILITY AND SAVINGS CLAUSE

SEPARABILITY: Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

SAVINGS: Should any proposal submitted by the Union, and granted, not be put into effect because of prohibiting legislation, Executive Orders or Regulations relating to Wage and Price Controls, then such proposals, or any part thereof, shall become effective at such time as may subsequently become legal.

Signed for the Association:

Kern County Chapter,
National Electrical Contractors Association, Inc.



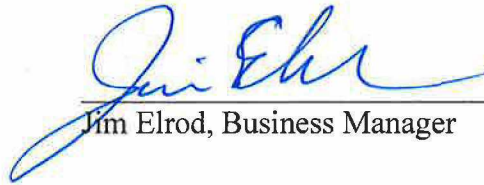
Dylan Woodard, Executive Director

12-01-2017

Date

Signed for the Union:

Local 428,
International Brotherhood of Electrical Workers



Jim Elrod, Business Manager

12-01-2017

Date