



## SHIFT PROVISIONS

FOR

ELECTRICIAN:  
INSIDE WIREMAN, TECHNICIAN, SECOND SHIFT  
INSIDE WIREMAN, TECHNICIAN, THIRD SHIFT  
CABLE SPLICER, SECOND SHIFT  
CABLE SPLICER, THIRD SHIFT

IN

RIVERSIDE 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.

61-440-1

**Inside Wireman's Agreement**

**Between**

**Southern Sierras Chapter**

**National Electrical Contractors Association**

**And**

**Local Union # 440**

**International Brotherhood of Electrical Workers**

**Covering**

**Riverside County**

**California**

**December 1, 2014 through November 30, 2019**

RECEIVED  
Department of Industrial Relations

JUL 29 2015

Office of the Director-Research

## **AGREEMENT GENERAL**

Agreement by and between the Southern Sierras Chapter of the National Electrical Contractors Association, (N.E.C.A.) and Local Union No. 440, I.B.E.W.

It shall apply to all firms who sign a letter of assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term Chapter shall mean the Southern Sierras Chapter of N.E.C.A. and the term Union shall mean Local Union No. 440, I.B.E.W.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

## **ARTICLE I**

### **EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES**

**Section 1.01** This Agreement shall take effect December 1, 2014 and shall remain in effect through November 30, 2019, 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.

### **Shift Work**

**Section 3.10** When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) consecutive day's duration may be worked. When two (2) or three (3) shifts are worked:

The Appropriate Shift shall be determined by the start time of the shift. This chart shall be used to determine which shift and corresponding rate is applicable:

First Shift (Day Shift):	start time between 5:00 am and 8:30 am (straight time rate)
Second Shift (Swing):	start time between 12:01 pm and 5:00 pm (straight time rate + 17.3%)
Third Shift (graveyard):	start time between 8:01 pm and 12:01 am (straight time rate + 31.4%)
All shifts refer to an 8 hour work day per shift	

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:01 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.