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DEPARTMENT OF INDUSTRIAL RELATIONS
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SHIFT PROVISIONS

FOR

OPERATING ENGINEER (SPECIAL AND MULTI SHIFTS)

CRANES, PILE DRIVING AND HOISTING EQUIPMENT (OPERATING ENGINEER) (SPECIAL AND MULTI SHIFTS)

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIALS TESTER (SPECIAL AND MULTI SHIFTS)

IN

SAN DIEGO COUNTY

Note: The shift provisions provided in the following pages provide the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift. Any provision limiting the work hours for a particular type of work will not be enforced on public works.

23-63-3

RECEIVED
Department of Industrial Relations
JUL 30 2001
Div. of Labor Statistics & Research
Chief's Office

MASTER LABOR AGREEMENT

between
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.

and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT entered into this 16th day of June, 2001, by and between signatory members of the Associated General Contractors of America, San Diego Chapter, Inc., (hereinafter referred to as the "Employers"), and the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, (hereinafter referred to as the "Union").

PURPOSE

The Contractors are engaged in construction, survey work and asphalt producing in San Diego County, and in the performance of their present and future contracting operations, are employing, and will employ, workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen for the work covered by this Agreement, in the area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction contracts. The Union and the Contractors, by this Agreement intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes and grievances.

ARTICLE I
General Provisions

A. Definitions:

1. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union

ARTICLE XIV
Supplemental Dues

A. Subject to the following conditions, the Contractor agrees that each employee may give written authorization to the Board of Trustees of the Operating Engineers Vacation-Holiday Savings Trust to pay to the Union from funds allocated as supplemental dues held by the Trustees on his behalf the sum designated in Appendix "F" for each hour of his employment (hours worked or paid) in each payroll period commencing June 16, 1983, as special supplemental dues owed by the employee to the Union.

B. The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incidental to the accounting, administration, and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. The Contractors and the Union agree to amend the Agreement and Declaration of Trust of the Operating Engineers Vacation-Holiday Savings Trust for the purpose of authorizing, allocating and distributing the foregoing sums. This provision shall in no way affect the obligation of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

C. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee has served written notice upon the Board of Trustees and on the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of the period of this Agreement, whichever is sooner, terminating the authorization.

ARTICLE XV
Working Rules

A. **Single Shift:**

1. Eight (8) consecutive hours exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work. Forty (40) hours, Monday, 6:00 A.M. through Friday, 5:00 P.M., shall constitute a week's work.

2. The starting time of single shifts shall be at 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M. or 8:00 A.M., Monday through Sunday. Starting time shall be changed only to meet a bona fide job requirement. Starting time shall not be staggered. Written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime for all time outside of the regular constituted shift.

3. All time worked before 6:00 A.M. and after 5:00 P.M. or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed or hours paid on Saturdays, Sundays and holidays, shall be paid at the appropriate overtime rate.

4. The Contractor, at his option, may start earlier than 6:00 A.M. when twenty-four (24) hours prior notification to the Union is provided in advance of starting of such shift and confirmed in writing. In order to qualify for this provision, such shift shall operate for three (3) days or more. If the project duration is less than three (3) days, written notification is required. Such shift shall work eight (8) hours at the straight-time rate of pay.

B. **Multiple Shifts:**

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided however, that workmen working on multiple shifts shall not be interchangeable with those working on a single-shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Paragraph D, Special Shifts.

2. Where the Contractor performs field lubrication and/or repair on equipment outside of the regular single-shift operation, employees performing such work shall be considered as working on

the multiple-shift basis. The basic per hour wage rate for this eight (8) hour shift is designated in Appendix A-3.

3. When two (2) or three (3) shifts are worked, the basic per hour wage rate for these eight (8) hour shifts are designated in Appendix "A" through "C". However, when the day shift starts between the hours of 7:00 A.M. and 8:00 A.M., that eight (8) hour shift shall be paid in accordance with Appendix A-1, B-1, C-1, or E-1, and the second shift shall be paid in accordance with Appendix A-3, B-3, C-3 or E-3. The third shift shall work six and one-half (6½) consecutive hours, exclusive of meal period, for which eight (8) hours straight-time shall be paid Monday through Friday as designated in Appendix A-1, B-1, C-1, or E-1. All time worked or paid for six and one-half (6½) hours work in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate overtime rate.

4. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours, shall be paid for at the overtime rate, except as provided in Paragraph 5 of this Section B.

5. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

6. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

C. **Special Shifts:**

1. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements, including jacking operations.

2. A special starting time of an eight (8) hour shift beginning not later than 3:00 P.M. may be established by the Contractor for the field lubrications or repair of equipment. The Union will be notified in writing of the establishment of such

shift for each job. This eight (8) hour shift shall be paid in accordance with Appendix A-1.

3. Where the Contractor produces evidence in writing to the Union of a bona fide job requirement that work can only be done during night hours due to safety conditions or other requirements, in such case an employee shall receive the basic per hour rate as designated in Appendix A-3, B-3, C-3 and E-3 per straight-time pay, Monday through Friday. All time worked or hours paid for, after eight (8) hours worked or paid for in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate overtime rate.

4. Should any paving, paving maintenance jobs, or slurry seal projects, and only a paving, paving maintenance job or slurry seal project, by necessity and bid document, specification or solicitation require that the paving portion of the job be performed on a Saturday and/or Sunday, the overtime provisions of this Article XV shall not apply.

a. For paving work performed between 6:00 A.M. and 5:00 P.M., employees performing that work shall be paid at their straight-time wage and fringe benefits.

b. All paving work before 6:00 A.M. and/or after 5:00 P.M. or in excess of eight (8) consecutive hours, exclusive of meal period, and all such work performed on a Saturday and Sunday in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½).

c. At least one day prior to commencement of the paving work on a Saturday or Sunday, the Employer must call a pre-job conference and present to the Union Representative an appropriate bid or other document sufficient to satisfy the Unions that the paving and/or slurry seal work must be performed on a Saturday and/or Sunday.

5. A Contractor performing underground utility pipeline work only, may start the operator and oiler on backhoes and trenching machines one (1) hour before the commencement of the regular constituted starting time of a job or project for an eight (8) hour shift.

6. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift due to requirement by City, County or State and other contracting agencies, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate. When the above conditions exist and it is necessary to begin or end a shift during the hours specified in Section B-5 of this Article (for Saturday and Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime time rate will not apply; otherwise all time worked or hours paid for Saturday, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed however, in the operation of this shift, no employee will lose a shift's work. Employees working this special shift shall receive the basic per hour rate as designated in Appendix A-2, B-2, C-2 or E-2.

7. A special shift may be utilized by the Contractor consisting of four (4) ten (10) hour days, Monday through Thursday.

Straight-time shall be paid for the first ten (10) hours of this special shift Monday through Thursday. All time worked after ten (10) hours shall be paid for at one and one-half (1½) times the regular rate. Any time worked after the 12th hour shall be paid at two (2) times the regular rate Monday through Thursday. All time worked on Friday and Saturday shall be paid at the rate of one and one-half (1½) for the first twelve (12) hours. Any time worked after the 12th hour and all time worked on Sunday shall be at a two (2) times the regular rate of pay.

The Union shall be notified in writing prior to the commencement of this special shift and shall also be notified at the conclusion of this special shift.

An eight (8) hour shift cannot be worked in conjunction with the special shift.

Failure to notify the Union of the commencement of this special shift, the Contractor shall pay all employees in accordance with the overtime provision for a regular eight (8) hour shift.

An employee assigned to a four-ten shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work shall receive pay for two (2) hours. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and Holidays or the employee's scheduled day(s) off.

If work is provided they shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than ten (10) hours pay. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays & Holidays or the employee's scheduled day(s) off.

8. Employees required to suit up and work in a hazardous material environment, shall receive *Two Dollars ($2.00)* per hour in addition to their regular rate of pay; and that rate shall become the basic hourly rate of pay. Employees performing this work, shall not be required to work alone. All OSHA and CAL OSHA Safety Standards shall apply.

D. **Holidays:**

The following days shall be recognized as holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, Day after Thanksgiving, Christmas Day, and the first (1st) Saturday following the first (1st) Friday in the months of June and December each year. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. ~~All work performed on Labor Day or on the first (1st) Saturday following the first Friday in the months of June and December shall be paid for at the triple (3) time rate of pay, except when the Union is given prior notification and confirmed in writing that life or property is in imminent danger.~~ All other holidays are to be paid at the double (2) time rate of pay. All time worked or paid shall be subject to contributions to all trust funds contained in this agreement.

E. **Reporting Time and Minimum Pay:**

1. Any employee reporting for work and for whom no work is provided shall receive two (2) hours pay for so reporting.

2. The employee will furnish the Employer with his current address and phone number. Any employee reporting for work