

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
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SHIFT PROVISIONS

FOR

BRICK TENDER (SPECIAL SINGLE SHIFT)

IN

DEL NORTE, HUMBOLDT, LAKE, MENDOCINO, NAPA, SOLANO, AND SONOMA 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 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.

**NORTHERN CALIFORNIA
MASON TENDERS AGREEMENT**

2015-2020

THIS AGREEMENT, effective the FIRST DAY of JULY, 2015, by and between the NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER BARGAINING ASSOCIATION (NCMCMB) and the NORTHERN CALIFORNIA DISTRICT COUNCIL of LABORERS, affiliated with the Laborers' International Union of North America, covers the following eight (8) Laborers' Local Unions:

LOCAL UNION # 73	- STOCKTON and Counties of San Joaquin and Calaveras.
LOCAL UNION #166	- OAKLAND and Counties of Alameda, Contra Costa, San Francisco and San Mateo.
LOCAL UNION # 185	- SACRAMENTO and Counties of Alpine, Sierra, Nevada, Placer, El Dorado, Amador, Sacramento, Sutter, Colusa, Glenn, Butte, Plumas, Yuba, Siskiyou, Trinity, Modoc, Shasta, Lassen, Yolo and Tehama.
LOCAL UNION # 261	- SAN RAFAEL and Counties of Marin, Napa and Lake.
LOCAL UNION # 270	- SALINAS and Counties of Monterey and San Benito.
LOCAL UNION # 294	- FRESNO and Counties of Fresno, Kings, Madera and Tulare.
LOCAL UNION # 324	- VALLEJO and County of Solano; SANTA ROSA and Counties of Sonoma, Mendocino, Del Norte, and Humboldt.
LOCAL UNION #1130	- MODESTO and Counties of Stanislaus, Tuolumne, Merced and Mariposa.

Definitions:

"Employer" or "Employers" means all employers who are bound by this Agreement.

"Independent Employer" means an employer who is bound by this Agreement by signing the signature page of this Agreement.

"Individual Employer" means an employer who is bound by this Agreement through a Delegation of His Bargaining Right to the NCMCMB.

"Member of the NCMCMB" means an employer who is bound by this Agreement through a Delegation of His Bargaining Right to the NCMCMB and holds membership in the NCMCMB.

"NCDCL" means Northern California District Council of Laborers.

"Union" means the NORTHERN CALIFORNIA DISTRICT COUNCIL of LABORERS on its own behalf, and on behalf of eight (8) Local Unions who are also parties to this Agreement.

"Employee" or "Workman" means employees or workmen of employers bound to this Agreement who are performing work covered by this Agreement.

* This Master Agreement incorporates all the terms and conditions set forth in the Masonry Agreement between Hod Carriers Local Union No. 166 and the Northern California Mason Contractors Multi-Employer Bargaining Association for its full term; thereafter, that bargaining unit shall be subsumed under this Master Agreement. Prior to the expiration of the Local 166 Agreement on June 30, 2019, the NCMCMB, the NCDCL, and Local 166 will enter into negotiations regarding how to transition the Local 166 bargaining unit into the Master Agreement, effective as of July 1, 2019.

NCDCL-NCMCMB 2015-2020 Mason Tenders Agreement
FINAL 07-15-15
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Section 9. SPECIAL SINGLE SHIFT

the Employer may initiate such special shift of (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. The straight time rate for such special shift shall be three dollars (\$3.00) per hour above the appropriate straight time rate otherwise specified in this Agreement.