DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



## SHIFT PROVISIONS

## **FOR**

## **CARPET LAYER:**

RESILIENT TILE LAYER (SECOND SHIFT)

IN

## IMPERIAL AND SAN DIEGO 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  $2^{nd}$  or  $3^{rd}$  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.

# **LOCAL UNION 1399** SAN DIEGO FLOOR COVERERS **EXTENSION AGREEMENT**

This Agreement is entered into by and between Painters and Allied Trades District Council 36 on behalf of Local Union 1399 (hereinafter referred to as the "Union") and Pro Installations, Inc. dba ProSpectra Contract Flooring (hereinafter referred to as the "Employer").

Effective July 1, 2014, the pension contribution shall increase by twenty-five cents (\$0.25) per hour for a total hourly contribution of five dollars and sixty cents (\$5.60) per hour.

Both the Union and Employer agrees to extend the current San Diego Area Floor Coverers Labor Agreement which expired on 6/30/2014 in its entirety on a day to day basis until a successor agreement is reached or until such time that either party gives the other a ten (10) day written notice of intent to terminate this extension.

Painters and Allied Trades

**District Council 36** 

ProSpectra Contract Flooring

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# SAN DIEGO AREA FLOOR COVERERS LABOR AGREEMENT

PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
ON BEHALF OF
GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKERS
RESILIENT FLOOR AND DECORATIVE COVERING WORKERS
LOCAL UNION 1399

JULY 1, 2009 THROUGH JUNE 30, 2014

#### ARTICLE X

### **HOURS**

Section 1. A regular workday shall consist of eight (8) hours Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Lunch will be one-half hour without pay. Ten-minute breaks will be half way between starting time and lunch, and half way between lunch and ending time, or as close as reasonably possible.

Section 2. Overtime and Holiday Notification.

- B. On a regular workday, the first eight (8) hours will be at regular pay, the next four (4) hours will be at one and one half (1½) time the regular rate of pay. Any time thereafter will be at double-time (2) times the regular rate of pay.
- C. Work performed in a regular work week which exceeds forty (40) hours per week will conform to applicable state law.
- D. All work performed on Saturdays will be paid at one and one-half times the regular hourly rate for the first eight (8) hours. All additional hours will be at the double-time rate, provided the employee has worked all scheduled hours Monday thru Friday.
- E. All work performed on Sundays or holidays will be at the double-time rate.
- For work performed outside of normal working hours, a premium of fifteen per cent (15%) will be paid to all Journeymen and indentured Apprentices.