



## SHIFT PROVISIONS

FOR

TILE FINISHER,  
RED CIRCLED FINISHER  
&  
TILE SETTER

IN

ALAMEDA, ALPINE, AMADOR, CALAVERAS, CONTRA COSTA,  
DEL NORTE, FRESNO, HUMBOLDT, KINGS, LAKE, MADERA,  
MARIN, MARIPOSA, MENDOCINO, MERCED, MONTEREY, NAPA,  
SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO,  
SANTA CLARA, SANTA CRUZ, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, TULARE, TRINITY AND TUOLUMNE 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<sup>nd</sup> or 3<sup>rd</sup> 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.

18-3-7

BAC Local 3 CA and Tile, Terrazzo, Marble and Restoration  
Contractors Association of Northern California, Inc.

2016 TMT CBA Negotiations

**Term Sheet**

This Term Sheet is intended to memorialize the items that were agreed to between the above-referenced parties in their 2016 negotiations for a successor to their Tile, Marble, and Terrazzo Collective Bargaining Agreement ("CBA") that expired at the end of March 31, 2016, while the parties draft the necessary language to update the CBA:

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## MEMORANDUM OF AGREEMENT EXTENDING CURRENT COLLECTIVE BARGAINING AGREEMENT

This Agreement is made by and between the Tile, Terrazzo, Marble and Restoration Contractors Association of Northern California, Inc. (the "Association") and Bricklayers and Allied Craftworkers Local Union No. 3 CA, IUBAC, AFL-CIO (the "Union"), which are parties to the Collective Bargaining Agreement covering tile layers' and tile finishers' work for the term of April 1, 2011 through and including March 31, 2014 (the "CBA").

This Agreement extends and modifies the CBA as follows:

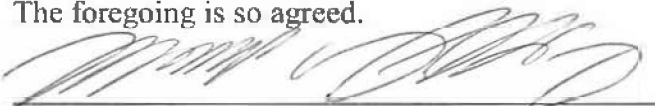
### 1. Extension of CBA

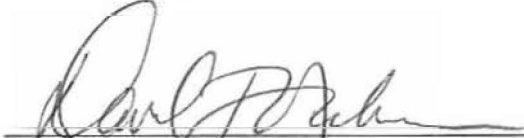
The CBA shall be extended up through and including March 31, 2016, and shall terminate at the end of March 31, 2016.

### 4. Effective Date

This Memorandum of Agreement is effective as of October 1, 2012.

The foregoing is so agreed.

  
Richard Papapietro, Co-Chair, TTMRC Ass'n

  
David Jackson, President, BAC Local 3

Tommy A. Conner, Co-Co-Chair, TTMRC Ass'n

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**AGREEMENT**

April 1, 2011 to March 31, 2014

*by and between*

TILE, TERRAZZO, MARBLE AND  
RESTORATION CONTRACTORS  
ASSOCIATION OF  
NORTHERN CALIFORNIA, INC.

*and*

INDEPENDENT TILE CONTRACTORS

*and*

BRICKLAYERS  
AND ALLIED CRAFTWORKERS  
LOCAL UNION NO. 3 CA  
IUBAC, AFL-CIO

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Department of Industrial Relations

AUG - 4 2011

Div. of Labor Statistics & Research  
Chief's Office

**SECTION 72. PREMIUM PAY FOR REHAB WORK.** Notwithstanding the foregoing, all rehab work performed outside the normal Work Day or Work Week, as defined in Section 62, shall be compensated at a premium rate of \$4.00 per hour above the regular straight-time rate for Tile Finishers and \$5.00 per hour above the regular straight-time rate for Tile Layers. The rehab rate applies only if the employee has not worked a regular straight-time shift that day.

**SECTION 62. WORK DAY AND WORK WEEK.** Except as otherwise noted, eight (8) consecutive hours between 6:00 a.m. and 5:00 p.m. will constitute a day's work, and five days, consisting of not more than eight hours per day, Monday through Friday, not exceeding forty hours per week, will constitute a week's work; provided however, that an Individual Employer may, upon advance written notice to the Union, implement a 4-day, 40-hour work week. In the latter case, ten (10) consecutive hours between 6:00 a.m. and 6:00 p.m. will constitute a day's work, and four days, consisting of not more than ten hours per day, Monday through Thursday or Tuesday through Friday, will constitute a week's work. All such hours will be paid for at the employee's regular rate of pay. An Individual Employer may implement a 4-day, 40-hour work week for purposes of one or more specific projects.