

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
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SHIFT PROVISION

FOR

PLUMBER:

PLUMBER, STEAMFITTER, REFRIGERATION FITTER
SERVICE & REPAIR,
CONSTRUCTION TRADESMAN (YEARS 2-5)
(ALL SHIFTS)

IN

SAN BENITO & SANTA CLARA COUNTIES

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Department of Industrial Relations

SEP 02 2015

Office of the Director-Research

204-393-1

**Tentative Contract Agreement
between
United Association Local Union 393
and
Northern California Mechanical Contractors Association (NCMCA)
Santa Clara Valley Contractors Association (SCVCA)
Industrial Contractors Association - UMIC
Greater Bay Area Plumbing and Mechanical Contractors Association (GBA)
Individual Signatory Contractors
(Pending UA Local 393 Member Ratification)**

The previous Master Labor Agreement that was in effect from July 1, 2012 through June 30, 2015 shall remain in effect with the following exceptions:

Contract Term: Three Year (July 1, 2015 – June 30, 2018)

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UA Local 393 & Underground Mechanical Industrial Contractors "UMIC"
Contract Agreement ~ July 1, 2012 – June 30, 2015

The previous Master Labor Agreement that was in effect from July 1, 2009 through August 31, 2012 shall remain in effect with the following exceptions: *{Changes are in brackets, bold & italicized}*

Contract Term: ⇒ Three Year (July 1, 2012 – June 30, 2015)

204-393-1

**MASTER LABOR AGREEMENT
between
LOCAL UNION 393 OF THE
UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY
OF THE UNITED STATES AND CANADA**

And

**SANTA CLARA VALLEY CONTRACTORS
ASSOCIATION**

**NORTHERN CALIFORNIA MECHANICAL
CONTRACTORS ASSOCIATION**

**GREATER BAY AREA ASSOCIATION OF PLUMBING
AND
MECHANICAL CONTRACTORS**

INDUSTRIAL CONTRACTORS - UMIC, INC.

**Effective July 1, 2009
Expires June 30, 2012**

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JAN 19 2010

Div. of Labor Statistics & Research
Chief's Office

ARTICLE XV - Shift Work

131. Shifts may be established by mutual consent on the following scope of work: refineries, chemical plants, powerhouses and dams, and on other industrial construction and on jobs where circumstances and unusual conditions would create hardships on the Individual Contractor, provided they are working for five (5) or more consecutive working days on the following basis:

A. The regular starting time of the first or day shift shall be 8:00 a.m.; the regular starting time for the second shift shall be 4:30 p.m.; and the regular starting time for the third shift shall be 12:30 a.m. The foregoing starting times may be changed when mutually agreed to between the Individual Contractor and the Local Union.

B. Where two or three shifts are worked, the first or day shift shall be established on an eight (8) hour basis; the second shift shall be established on a seven and one-half (7-1/2) hour basis; and the third shift shall be established on a seven (7) hour basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rates herein provided. However, employees on the second and third shift shall have fifteen percent (15%) added to their pay on all taxable monies. All overtime shall be paid at the prescribed base wages. Intent: Shift pay will be calculated on all taxable wages.

C. Employees shall be provided a paid one-half (1/2) hour meal period at the end of their established shift when more than two (2) hours of overtime is to be worked in addition to their established shift. A paid one-half (1/2) hour meal period shall be provided when more than four (4) hours of overtime is worked thereafter. The paid meal periods shall be paid at the overtime rates provided for in this Labor Agreement.

A second or third shift may be worked without the necessity of a first or day shift. However, all other requirements for shift work, including premium pay, shall be observed for these shifts.