

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director - Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



SHIFT PROVISIONS

FOR

PLUMBER:

PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2ND SHIFT)
LANDSCAPE/IRRIGATION FITTER AND TRADESMAN (2ND SHIFT)
SEWER AND STORM DRAIN PIPELAYER (2ND SHIFT)
SEWER AND STORM DRAIN PIPE TRADESMAN (2ND SHIFT)
SERVICE & REPAIR (PLUMBER/HVAC) (2ND SHIFT)^a

IN

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND
VENTURA COUNTIES

&

PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2ND SHIFT)
LANDSCAPE/IRRIGATION FITTER AND TRADESMAN (2ND SHIFT)
REFRIGERATION FITTER SERVICE/REPAIR
REFRIGERATION FITTER SERVICE/REPAIR (2ND SHIFT)

IN

INYO, KERN AND MONO COUNTIES

^a Except Los Angeles and Orange 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.

2018 – 2026

MASTER AGREEMENT

FOR THE

PLUMBING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA

BETWEEN

CALIFORNIA PLUMBING AND

MECHANICAL CONTRACTORS ASSOCIATION

AND

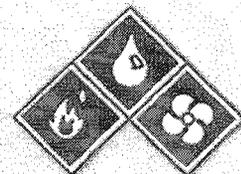
SOUTHERN CALIFORNIA PIPE TRADES

DISTRICT COUCIL NO. 16

OF THE UNITED ASSOCIATION



EFFECTIVE JULY 1, 2018



CPMCA



*Southern California Pipe Trades
District Council 16*

MIKE LAYTON
Business Manager
Financial Secretary/Treasurer

RECEIVED

By Office of the Director - Research Unit at 11:18 am, Aug 08, 2017

MEMORANDUM OF AGREEMENT

This Memorandum of Understanding is entered into by and between the Southern California Pipe Trades District Council No. 16, ("DC16") and the California Plumbing and Mechanical Contractors Association ("CPMCA") in connection with the extension of the 2014-2018 Master Agreement for Plumbing and Piping Industry of Southern California through 2026.

In 2016, the parties negotiated an extension of the 2014 -2018 Master Agreement for the Plumbing and Piping Industry of Southern California through 2026. As first printed, the new and modified terms and conditions in the Master Agreement for the Plumbing and Piping Industry of Southern California were scheduled to commence on July 1, 2018. After giving due consideration to industry advancement through implementing the new and modified terms effective July 1, 2017, the parties have agreed to the following revisions to the printed 2018 – 2026 Master Agreement for the Plumbing and Piping Industry of Southern California which will now be termed the 2017 – 2026 Master Agreement for the Plumbing and Piping Industry of Southern California incorporating all terms and conditions which were previously set to commence on July 1, 2018. The following contract language is changed to effectuate the July 1, 2017 effective date:

THIS AGREEMENT is entered into the 1st day of July, 2017 by and between the Southern California Contractors doing work in the plumbing and piping industry of every description hereinafter referred to as the "Contractor," and SOUTHERN CALIFORNIA PIPE TRADES DISTRICT COUNCIL NO. 16 OF THE UNITED ASSOCIATION, for and on behalf of all employees represented by it and its following affiliated Local Unions: Numbers 78, 114, 230, 250, 345, 364, 398, 403, 460, 484, 582, and 761 hereinafter referred to as the "Union."

9.1.1 This Agreement shall commence on the first day of July 2017, and shall continue until midnight on the 31st of August, 2026. It is agreed that negotiations on the terms and conditions of a new contract shall begin not later than April 1, 2026, and continue until agreement is reached or the contract expires at midnight August 31, 2026, whichever occurs earlier, unless an extension of time is mutually agreed upon by the parties hereto.

Attached hereto as Exhibit "A" are the Wage and Benefit Schedule for the contract year July 1, 2017 through August 31, 2018 together with the pre-determined increases for contract years September 1, 2018 through August 31, 2026.

All future printings of the Master Agreement will show the dates 2017 -2026.

Michael Layton, Business Manager
SCPT District Council No. 16

July 31, 2017
Date

Chip Martin, Executive Director
CPMCA

July 31, 2017
Date

(15%). Work in excess of eight (8) hours per shift shall be paid at overtime rates. In computing overtime pay the shift rate shall be the base rate.

4.4.1.3 If three (3) shifts are worked, the Employer and the Union shall establish mutually acceptable hours and pay for shift work, considering among other things the schedule of shift work of the related crafts in the Local Building Trades area in which the job is located.

4.4.1.4 Four/Ten Work Week. The work days shall be ten (10) consecutive hours, exclusive of lunch period, between 6:00 A.M. and 5:30 P.M., forty (40) hours Monday through Thursday shall constitute a week's work. There is no premium pay during the hours stated above in the 4/10 work week unless another craft on the job site is receiving premium pay, and if more than one craft is receiving premium pay then the highest premium rate shall be applicable hereto as if incorporated herein. The Employer signatory hereto may only apply this option prior to starting the job provided he has received permission from the Local Union Business Manager having jurisdiction over said job. Time and one-half (1 ½) shall be paid for the ten (10) hours if worked on Friday. Double time shall be paid for all hours worked over ten (10) hours Monday through Friday. Saturday, Sunday and Holidays shall be double time.

4.4 SHIFT WORK

4.4.1 Where the nature of the work requires the working of employees covered by this Agreement on a shift basis, the shift arrangements shall be as follows:

4.4.1.1 Shifts. Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second and third shift on the fifth day. In the event the second or third shift of any regular work day shall extend into a holiday, employees shall be paid at the regular shift rate.

4.4.1.2 The first or day shift shall work on a regular eight (8) hour shift as outlined in Section 4, Paragraph 4.1.1 of this Agreement. If two (2) shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent