STATE OF CALIFORNIA Gavin Newsom, Governor

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



SHIFT PROVISIONS

FOR

PLUMBER:

PLUMBER, STEAMFITTER SECOND AND THIRD SHIFT PLUMBER (FOR TOTAL PLUMBING JOBS \$150,000 OR UNDER) SECOND AND THIRD SHIFT

IN

Portions of AMADOR, Portions of EL DORADO, Portions of NEVADA, Portions of PLACER, SACRAMENTO AND YOLO 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.

MASTER LABOR AGREEMENT

Between

THE ASSOCIATED PLUMBING AND MECHANICAL CONTRACTORS OF SACRAMENTO, INC.



on behalf of the contractors signatory hereto, and

LOCAL UNION NO. 447

of the

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES of the

PLUMBING and PIPEFITTING INDUSTRY of the UNITED STATES AND CANADA



and

Other Individual Plumbing and Piping Contractors in the following Counties of California

Sacramento

Nevada

Yolo

El Dorado

Placer

Amador

(Northern Portion of Ione)

This Agreement made and to become effective the first day of July, 2005 to June 30, 2011 Extension - July 1, 2008 - June 30, 2014

Accepted by:

Memorandum of Understanding

The following Memorandum of Understanding is entered into by United Association Local Union 447, Associated Plumbing and Mechanical Contractors Association and Northern Mechanical Contractors Association.

 The current Master Labor Agreement which expires on June 30th, 2014 is extended through June 30th, 2017.

William A Markey United Association Local 447	M-//-/2
United Association Local 447	Date
Claire Women with Associated Plumbing and Mechanical Contractors Association	4/11/12 Date
YHW SE	4-10-12
Northern California Mechanical Contractors Association	Date

ARTICLE XVII WORKING CONDITIONS

SECTION 1. Eight (8) consecutive hours between 7:00 a.m. and 4:30 p.m. shall constitute a day's work, with a meal period of one-half hour after completion of the first four hours of the work day. The foregoing starting time and meal period may be changed when mutually agreed to between the Employer and the representative of the Local Union.

SECTION 5. SHIFTS. Shift work may be performed at the option of the Employer. The day shift shall work a regular eight (8) hour shift as outlined in foregoing Section 1 of this Article XVII. However, at the option of Local Union No. 447, the day shift may be omitted to address specific conditions. Employees working the second and third shift shall receive pay for actual hours worked. The hourly rate for men on the second and third shift shall be fifteen percent (15%) over and above the basic hourly rate.

H07-04 X