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, 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)

IN

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

&

SERVICE & REPAIR (PLUMBER/HVAC-FITTER) (2ND SHIFT)^a IN

IMPERIAL, RIVERSIDE, SAN BERNARDINO AND SAN DIEGO

&

SERVICE AND REPAIR (2ND SHIFT)

IN

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

&

PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER ($2^{\rm ND}$ SHIFT) LANDSCAPE/IRRIGATION FITTER AND TRADESMAN ($2^{\rm ND}$ SHIFT) REFRIGERATION FITTER SERVICE/REPAIR ($2^{\rm ND}$ SHIFT)

IN

INYO, KERN AND MONO 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.

^a Except Los Angeles and Orange Counties.

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





Southern California Dipe 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

MASTER AGREEMENT UA District Council 16 / CPMCA Rev. July 1, 2018

(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 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