



SHIFT PROVISIONS

FOR

CARPENTER AND RELATED TRADES
CARPENTER AND RELATED TRADES (SECOND SHIFT)
CARPENTER AND RELATED TRADES (THIRD SHIFT)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA,
MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,
YOLO, AND YUBA 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.

2011-2015 CEA/CARPENTERS MASTER LABOR AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 13th day of May, 2011, extends the current Master Labor Agreement between the Construction Employers' Association (CEA) and the Carpenters 46 Northern California Counties Conference Board through June 30, 2015 and provides the following modifications to the 2007-2012 CEA/Carpenters Master Labor Agreement:

I. Term of Agreement:

Agreement shall be effective May 18, 2011 through June 30, 2015.

2007-2012 CEA/CARPENTERS MASTER LABOR AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 29 day of May, 2007, extends the current Master Labor Agreement between the Construction Employers' Association (CEA) and the Carpenters 46 Northern California Counties Conference Board through June 30, 2012 and provides the following modifications to the 2003-2008 CEA/Carpenters Master Labor Agreement:

I. Term of Agreement:

Agreement shall be effective July 1, 2007 through June 30, 2012.

23-31-1

R E C E I V E D
Department of Industrial Relations

AUG 11 2004

Div. of Labor Statistics & Research
Chief's Office

2003-2008

CARPENTERS' MASTER AGREEMENT

Between

**CONSTRUCTION EMPLOYERS' ASSOCIATION
OF CALIFORNIA**

and

**CARPENTERS' 46 NORTHERN CALIFORNIA
COUNTIES CONFERENCE BOARD**

of the

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA (AFL-CIO)**

SECTION 23 SHIFT WORK

Shift work can only be established upon prior notice from the individual employer to the Union and shall be performed as follows:

Except as provided below, where multiple shifts are worked, if the individual employer elects to work the day shift between the hours of 6:00 A.M. and 5:30 P.M., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second shift shall work seven and one-half (7-1/2) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than three (3) consecutive work days.

On tenant improvement or renovation projects in occupied buildings with a total contract value of five (5) million dollars or less, the individual employer may perform multiple shift operations on the basis of eight (8) hours pay for eight (8) hours work on all shifts at the regular straight-time rate.

Overtime rates shall be paid for all hours worked on the second or third shift if less than three (3) consecutive days are worked. The provisions of this Section 23 with regard to rates of pay for shift work shall apply solely to the portion of the job which requires shift operations.

When it is a condition of securing the work, a special single shift may be established that will be for no less than three (3) consecutive days, for off hours between Monday and Friday, and will allow for eight (8) hours pay for eight (8) hours work. Work in excess of eight (8) hours per day shall be subject to the overtime provisions of this Agreement.

All work in excess of eight (8) hours on Saturday and all work on Sundays and holidays shall be double time.

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contribution shall be computed at the rate of time and one-half or double the required rate of payments or contributions per hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing overtime, either under this Agreement, the Fair Labor Standards Act, the Walsh-Healey Act or any other law.

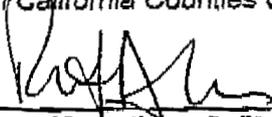
On shift work (a) workers working a shift who come off work on Saturday morning at 8:00 A.M., are to be considered working Friday; (b) workers working a shift who come off work on Sunday morning at 8:00 A.M., are to be considered working Saturday; and (c) workers working a shift who come off work on Monday morning at 8:00 A.M., are to be considered working Sunday.

All regularly scheduled shift work performed on Saturday, Sunday and holidays, shall be in accordance with the overtime rates herein specified. All such work shall be performed under terms and conditions of this Section 23 as to hours worked and rate of pay.

MEMORANDUM OF UNDERSTANDING

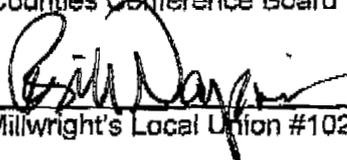
This Memorandum of Understanding entered into this 10th day of August, 2007, extends the current Master Labor Agreement between the Millwright Employers' Association (MEA) and the Carpenters 46 Northern California Counties Conference Board through June 30, 2012, and provides the following modifications to Appendix B of the 2007-2012 CEACarpenters Master Labor Agreement.

All other terms and conditions contained in Appendix B of the 2003-2008 Master Labor Agreement by and between the Millwright Employers' Association and the Carpenters 46 Northern California Counties Conference Board shall remain unchanged.



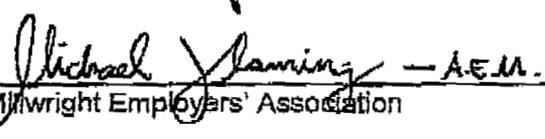
Carpenters 46 Northern California
Counties Conference Board

8/9/07
Date



Millwright's Local Union #102

8/9/07
Date



Millwright Employers' Association

8/9/07
Date