

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
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SHIFT PROVISIONS

FOR

OPERATING ENGINEER (SPECIAL SHIFT)

OPERATING ENGINEER (MULTI-SHIFT)

**CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER,
SPECIAL SHIFT)**

**CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER,
MULTI-SHIFT)**

**BUILDING/CONSTRUCTION INSPECTOR , FIELD SOILS AND MATERIAL
TESTER, and NON-DESTRUCTIVE TESTING (SPECIAL SHIFT)**

**BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND MATERIAL
TESTER, and NON-DESCTRUCTIVE TESTING (MULTI-SHIFT)**

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN
BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA 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.

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Department of Industrial Relations

MEMORANDUM OF UNDERSTANDING

OCT 06 2010

between

Div. of Labor Statistics & Research
Chief's Office

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 12

and

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

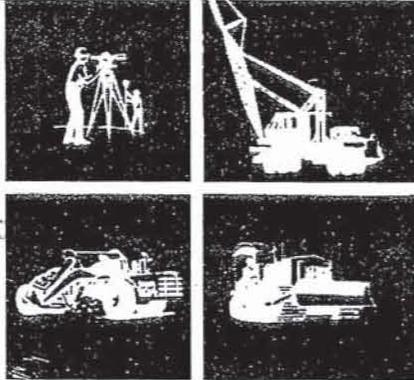
This Memorandum of Understanding between the Southern California Contractors Association, Inc. and the International Union of Operating Engineers Local No. 12, shall extend the Master Labor Agreement for the period of July 2007-2010 through June 30, 2013.

Southern California

RESOLVED

Contract Relations

JULY 15 2008



MASTER LABOR AGREEMENT

B E T W E E N

THE INTERNATIONAL
UNION OF OPERATING
ENGINEERS

A N D T H E

SOUTHERN CALIFORNIA
CONTRACTORS ASSOCIATION, INC.



LOCAL 12

JULY 1, 2007

THROUGH

JUNE 30, 2010

ARTICLE XVI
Working Rules

The following working rules shall govern the employment of employees performing all work covered by the terms of this Agreement:

A. Single Shift:

1. Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and

5:00 P.M., shall constitute a day's work. Forty (40) hours Monday 6:00 A.M. through Friday 5:00 P.M. shall constitute a week's work.

2. The starting time of single shifts shall be at 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M. or 8:00 A.M., Monday through Sunday. Starting time shall be changed only to meet a bona fide job requirement. Starting times shall not be staggered. Written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime for all time outside of the regular constituted shift.

3. All time worked before 6:00 A.M. and after 5:00 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and holidays, shall be paid at the applicable overtime rate.

4. The Contractor, at his option, may start earlier than 6:00 A.M. when twenty-four (24) hours prior notification to the Union is provided in advance of starting of such shift and confirmed in writing. In order to qualify for this provision, such

shift shall operate for three (3) days or more. Such shift shall work eight (8) hours at the straight-time rate of pay.

B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations provided, however, that workmen working on multiple shifts shall not be interchangeable with those working on a single-shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Section D, Special Shifts.

2. Where the Contractor performs field lubrication and/or repair on equipment outside of

the regular single-shift operation, employees performing such work shall be considered as working on the multiple-shift basis. The basic per hour wage rate for this eight (8) hour shift is designated in Appendix A-3.

3. When two (2) or three (3) shifts are worked, the basic per hour wage rate for these eight (8) hour shifts are designated in Appendix A through C. However, when the day shift starts between the hours of 7:00 A.M. and 8:00 A.M., that eight (8) hour shift shall be paid in accordance with Appendix A-1, B-1, or C-1 or E-1 and the second (2nd) shift shall be paid in accordance with Appendix A-3, B-3, C-3 or E-3. The third (3rd) shift shall work six and one-half (6½) consecutive hours, exclusive of meal period, for which eight (8) hours straight-time shall be paid Monday through Friday as designated in Appendix A-1, B-1, C-1 or E-1. All time worked or paid for eight (8) hours work in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate rate.

4. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours, shall be paid for at

the overtime rate, except as provided in Paragraph 5 of this Section B.

5. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

C. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements or due to desert heat conditions or traffic conditions.

D. Special Shifts:

1. A special starting time of an eight (8) hour shift, beginning no earlier than 11:00 A.M. and no later than 3:00 P.M. may be established by the Contractor for field lubrication or repair of equipment. Employees on this multi-shift shall receive the basic per hour rate as designated in Appendix A-3. The Union shall be notified, in writing, prior to the establishment of such shift for each job. In cases of deviation from the original

established starting time and when the Union is not notified in writing, employees shall be paid overtime for all time worked or paid outside of the regular constituted shift.

2. Where the Contractor produces evidence in writing to the Union of a bona fide job requirement that work can only be done outside the regular shift due to safety conditions or other requirements, in such case an employee shall receive the basic per hour rate as designated in Appendix A-3, B-3, C-3 and E-3 per straight-time pay, Monday through Friday. All time worked or hours paid for, after eight (8) hours worked or paid for in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate overtime rate.

3. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift due to requirement by City, County or State and other contracting agencies, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay,

Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. When the above conditions exist and it is necessary to begin or end a shift during the hours specified in Section B, Paragraph 4 of this Article (for Saturday and Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Employees working this special shift shall receive the basic per hour rate as designated in Appendix A-2, B-2, C-2 or E-2.

4. Should any paving; paving maintenance jobs, or slurry seal projects, and only a paving, paving maintenance job or slurry seal project, by necessity and bid document, specification or solicitation require that the paving portion of the job be performed on a Saturday and/or Sunday, the overtime provisions of this Article shall not apply.

(a) For paving work performed between 6:00 A.M. and 5:00 P.M. employees performing that work shall be paid at their straight-time wage and fringe benefits.

(b) All paving work before 6:00 A.M. and/or after 5:00 P.M. or in excess of eight (8) consecutive hours, exclusive of meal period, and all such work performed on a Saturday and Sunday in excess of forty (40) hours per week shall be paid at the rate of time and one-half ($1\frac{1}{2}$).

(c) At least one (1) day prior to commencement of the paving work on a Saturday or Sunday, the Employer must call a pre-job conference and present to the Union Representative an appropriate bid or other document sufficient to satisfy the Union that the paving and/or slurry seal work must be performed on a Saturday and/or Sunday.

5. A special starting time may be established on underground utility pipeline jobs only. The underground contractor may start the operator and oiler on backhoe and trenching machines one (1) hour before the regular

constituted starting time for an eight (8) hour shift to be paid at the straight-time hourly rate.

6. A special shift may be utilized by the Contractor consisting of four (4), ten (10) hour days, Monday through Thursday or Tuesday through Friday if a holiday falls on a Monday or a Friday.

Straight-time shall be paid for the first ten (10) hours of this special shift. All time worked after ten (10) hours shall be paid for at one and one-half ($1\frac{1}{2}$) times the regular rate. Any time worked after the twelfth (12th) hour shall be paid at two (2) times the regular rate. All time worked on the nonscheduled weekday (Monday or Friday) and Saturday, shall be paid at the rate of one and one-half ($1\frac{1}{2}$) for the first twelve (12) hours. Any time worked after the twelfth (12th) hour and all time worked on Sunday shall be at two (2) times the regular rate of pay.

The Union shall be notified in writing prior to the commencement of this special shift and shall also be notified at the conclusion of this special shift.

It is also agreed that all of the other provisions of this Article pertaining to starting times, show-up time, etc., shall apply and that an eight (8) hour shift cannot be worked in conjunction with the special shift.

Failure to notify the Union of the commencement of this special shift, the Contractor shall pay all employees in accordance with the overtime provision for a regular eight (8) hour shift.

E. Tide Work Schedule:

The following provisions shall apply to employees on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable regular straight-time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less, worked between 7:00 A.M. and 5:00 P.M., shall be paid for at the applicable straight-time rate, and time in excess of eight (8) hours, worked between 7:00 A.M. and 5:00 P.M., and any time worked before 7:00 A.M.

or after 5:00 P.M. shall be paid for at the applicable overtime rate.

2. When employees are called out to work broken time or tide work on Saturdays, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

**U. Special Working Rules and
Conditions for Tunnels and Sealed Air Pressure
Bores:**

1. All terms and conditions of this Agreement shall apply to all employees employed on a tunnel job or project unless otherwise specified in this Section U.

9. The following working rules shall govern the employment of employees performing all work covered by this section.

(a) Single Shifts: Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work, for which eight (8) hours straight-time at the applicable rate shall be paid. Forty (40) hours, Monday 6:00 A.M. through Friday, 5:00 P.M., shall constitute a week's work.

(b) All time worked in excess of eight (8) consecutive hours, exclusive of meal period, all time worked in excess of forty (40) hours per week, all time worked before 6:00 A.M. and after 5:00 P.M., and all time worked from Friday midnight to Sunday midnight, and all holidays worked, shall be paid for at the applicable overtime rate.

(c) Multiple Shifts: When two (2) or more shifts are worked for three (3) or more consecutive days, seven and one-half (7½) hours of work shall constitute a day's work, for which eight (8) hours straight-time at the applicable rate

shall be paid. There shall be no split or staggered shifts.

(d) The applicable overtime rate shall be paid for all time worked or paid in excess of seven and one-half ($7\frac{1}{2}$) hours, exclusive of meal period, in any one (1) shift, all time worked in excess of thirty-seven and one-half ($37\frac{1}{2}$) hours in any one (1) week, all time worked before the regularly established starting time and after the established quitting time on each shift and all time worked from Friday midnight to Sunday midnight and holidays worked. Multiple shifts may be alternated, in conformance with the desire of the majority of the employees on no less than two (2) week intervals. However, when multiple shifts are alternated, all employees on such shifts shall be entitled to alternate, if they so desire.