STATE OF CALIFORNIA EDMUND G. BROWN, JR., *GOVERNOR*

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

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SHIFT PROVISIONS

FOR

OPERATING ENGINEER,

CRANES, PILE DRIVING AND HOISTING EQUIPMENT (OPERATING ENGINEER),

TUNNEL (OPERATING ENGINEER),

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

IN

SAN DIEGO COUNTY

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.

RONALD J. SIKORSKI
Business Manager
and
General Vice-President

12

INTERNATIONAL UNION OF
OPERATING ENGINEERS

July 21, 2016

UPS GROUND

Department of Industrial Relations
DIVISION OF LABOR STATISTICS AND RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Attn: Maria Robbins, Deputy Chief

RE: SAN DIEGO MASTER LABOR AGREEMENT/2016-2019
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.

Dear Ms. Robbins:

Attached hereto is a copy of the recent allocation letter forwarded to the above referenced Association. Please note the new wage rates, fringe benefit contributions and classifications, effective July 1, 2016 are outlined in this letter.

Please register this letter as the prevailing rates in the area covered by their Agreement.

Thank you for your assistance in this matter.

Very truly yours,

Ronald J. Sikorski, Business Manager
I. U. O. E., Local Union No. 12 and
General Vice President

By: Dan E. Hawn, Financial Secretary
I. U. O. E., Local Union No. 12

James Ryan, CEO
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.

RJS:DEH:kld
Encls.
cc: Agreement Department

RONALD J. SIKORSKI
Business Manager
and
General Vice-President

LOCAL 12

INTERNATIONAL UNION OF OPERATING ENGINEERS

July 6, 2016

UPS GROUND

James Ryan, CEO
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.
6212 Ferris Square
San Diego, CA 92121

RE: SAN DIEGO MASTER LABOR AGREEMENT/2016-2019

Dear Mr. Ryan:

As a result of the recently concluded negotiations, the following wage rates, fringe benefits and classifications were agreed to and are noted below for your information.

Negotiated increases and effective date	*7-01-16*	7-01-17	7-01-18
	***$2.80**	***$2.30**	***$2.30**

150 EAST CORSON STREET • P.O. BOX 7109 • PASADENA, CA 91109-7209 • TELEPHONE (626) 792-8900

RECEIVED
Department of Industrial Relations

JUL 29 2014

Office of the Director-Research

MASTER LABOR AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT entered into this 1st day of July, 2014, by and between signatory members of the Associated General Contractors of America, San Diego Chapter, Inc., (hereinafter referred to as the "Employers"), and the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, (hereinafter referred to as the "Union").

ARTICLE XV
Working Rules

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 time 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 or hours paid on Saturdays, Sundays and holidays, shall be paid at the appropriate 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 and employee(s) involved 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 must work three (3) consecutive days and 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 Paragraph C, 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, C-1, or E-1, and the second shift shall be paid in accordance with Appendix A-3, B-3, C-3 or E-3. The third 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 six and one-half (6½) hours work in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate overtime 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.

6. 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.

C. Special Shifts:

1. 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, including jacking operations.

2. A special starting time of an eight (8) hour shift beginning not later than 3:00 P.M. may be established by the Contractor for the field lubrications or repair of equipment. The Union will be notified in writing of the establishment of such shift for each job. This eight (8) hour shift shall be paid in accordance with Appendix A-1.

3. 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.

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 XV 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 (1½).

c. At least one 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 Unions that the paving and/or slurry seal work must be performed on a Saturday and/or Sunday.

5. A Contractor performing underground utility pipeline work only, may start the operator and oiler on backhoes and trenching machines one (1) hour before the commencement of the regular constituted starting time of a job or project for an eight (8) hour shift.

6. 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 Saturday, Sunday 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-5 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 Saturday, 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.