

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SHIFT PROVISION

FOR

FIRE SAFETY AND MISCELLANEOUS SEALING

ASBESTOS WORKER

- FIRE SAFETY TECHNICIAN – CLASS I (0-2000 HOURS)
- FIRE SAFETY TECHNICIAN – CLASS II (2001-4000 HOURS)
- FIRE SAFETY TECHNICIAN – CLASS III (4001-6000 HOURS)
- FIRE SAFETY TECHNICIAN – CLASS IV (6001 OR MORE HOURS)

IN

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

Note: The shift provisions provided in the following pages 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.

3-5-4

July 1, 2011 – June 30, 2014

AGREEMENT

**For the Fire Safety and Miscellaneous Sealing of
Pipe Sleeves and Penetrations for Southern California,**

Between

**Local No. 5, International Association of Heat and
Frost Insulators and Allied Workers,**

Southern California Pipe Trades District Council No. 16

and its Affiliated Local Unions,

and

Industry Contractors

RECEIVED
Department of Industrial Relations
JAN 17 2012
Div. of Labor Statistics & Research
Chief's Office

Section 6.03 Shift Work

When agreed upon by the Employer and the Unions, in addition to the regular day shift, a swing and/or graveyard shift may be scheduled.

- A. Such shifts shall continue for a minimum of five (5) consecutive workdays.

- B. Employees, whether initially or subsequently assigned to a swing or a graveyard shift and who are worked on such shifts for less than five (5) consecutive workdays, shall be paid at the overtime rate for all hours worked during that shift assignment except an employee who is unable to continue on such shift for reasons which are the employee's own responsibility, or beyond the Employers power to control, subject to the reporting time requirements set forth in

Section 5.03, above. The Unions, by mutual written consent, may grant exemption upon the employer's written request.

C. Any overlap or interval between shifts worked on the same day shall not exceed the reasonable time necessary to change shifts and, in any event, such overlap or interval shall not exceed one (1) hour.

D. When so elected by the Employer, multiple shifts may be worked. When two (2) or three (3) shifts are worked, the first, or day shift, shall be established on a standard eight (8) hour basis, between 6:00 a.m. and 5:00 p.m.; the second shift shall be on a standard seven and one-half (7½) hour basis, and the third shift shall be established on a standard seven (7) hour basis. For the purpose of this Article, the shift which begins at 12:01 a.m. Saturday shall be considered to be a Friday third shift, and the shift which begins at 12:01 a.m. Monday shall be considered to be a Sunday third shift. Modifications of the starting times of each shift may be agreed upon in writing by the Unions and the Employer. Each shift shall be paid on the basis of eight (8) hours.

This Agreement shall be deemed executed when the parties signing shall have affixed their signatures hereto.

Dated: 08/22/2011



Alfred M. Montoya
Business Manager
International Association of Heat
& Frost Insulators & Allied Workers

Dated: 8-22-11



Sid C. Stolper
Business Manager
Southern California Pipe Trades
District Council # 16