



SHIFT PROVISIONS

FOR

BRICKLAYER, BLOCKLAYER:
BRICKLAYER, BLOCKLAYER, STONEMASON

IN

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

BAC Local 3 CA and
Northern California Mason Contractors Multi-Employer Bargaining Association

2019 Brick CBA Negotiations

Term Sheet

This Term Sheet is intended to memorialize the items that were agreed to between the above-referenced parties in their 2019 negotiations for a successor to their Brick Collective Bargaining Agreement ("CBA") that expired at the end of April 30, 2019, while the parties draft the necessary language to update the CBA:

1. **3 year agreement**

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By Office of the Director - Research Unit at 8:12 am, Mar 02, 2015

AGREEMENT

MAY 1, 2014 THROUGH APRIL 30, 2019

BY AND BETWEEN

BRICKLAYERS LOCAL UNION #3
OF CALIFORNIA, IUBAC, AFL-CIO
10806 Bigge Street
San Leandro, CA 94577
(510) 632-8781

AND

NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER
BARGAINING ASSOCIATION
2882 Grove Way, Castro Valley, CA 94546
(510) 581-2776

Section 5. SHIFT PAY

- A. SHIFT WORK: The first eight (8) hours worked on any shift shall constitute a day's work. Each shift shall include thirty (30) minutes for lunch. The rate of wages for employees shall be as set forth in Appendix A of this Agreement. All shifts worked outside of regular work day hours, as defined in Article II, Section 1A -- Hours, shall receive shift pay in addition to, where applicable, overtime pay based on the shift rate of pay.
 - a) When three (3) - eight (8) hour shifts per day are worked the day shift will commence between 6:00 AM and 8:00 AM, as designated by the customer, to avoid conflicts with other crafts, and terminate between 2:00 PM and 4:00 PM, (i.e. 8 hours after starting). Swing shift will commence between 2:00 PM and 4:00 PM and terminate between 10:00 PM and midnight, as determined by the start of the day shift.

- Graveyard shift will commence between 10:00 PM and midnight and terminate between 6:00 AM and 8:00 AM, as determined by the start of the day shift.
- b) When two (2) - ten (10) hour shifts per day are worked, the day shift shall commence between 6:00 AM and 8:00 AM and terminate between 4:00 PM and 6:00 PM. The swing shift shall commence between 4:00 PM and 8:00 PM and terminate between 2:00 AM and 6:00 AM. The first eight (8) hours in either shift will be at straight time and the last two (2) hours at time and one-half the total taxable hourly wage rate or double the total taxable hourly wage rate as specified in Article II Section 4.
 - c) When two (2) - twelve (12) hour shifts per day are worked, the first ten (10) hours will be paid in accordance with Article II Section 4 above and last two (2) hours will be paid at double the total taxable hourly wage rate.
 - d) Shift work at straight time will commence at midnight Sunday and terminate at midnight Friday. All work from midnight Friday to midnight Saturday shall be paid at a rate of time and one-half the total taxable hourly wage rate. All work from midnight Saturday to midnight Sunday, or on Holidays shall be paid at a rate of double the total taxable hourly wage rate.
 - e) SHIFT DIFFERENTIAL: Day shift shall receive the total taxable hourly wage rate; swing shift shall receive 10% above the total taxable hourly rate and the graveyard shift shall receive 15% above the total taxable hourly wage rate.
 - f) All shifts less than twelve (12) hours will be provided a thirty (30) minute lunch break. For swing shift and graveyard shifts only, the lunch break will be at the employer's expense. All employees shall be allowed ten (10) minutes to clean up before quitting time.
 - g) In no case shall an employee work more than one shift in any one calendar day and each shift shall have its separate foreman, as required.
 - h) The employer is to provide a meal, if practical or one-half ($\frac{1}{2}$) hour pay on any "unscheduled" overtime over nine and one half ($9\frac{1}{2}$) hours. Time for this meal will be provided by the Employer.
 - i) When an employee is required to work twelve (12) hours, the Employer will provide two (2) thirty minute (30) lunch breaks and breaks per state law on the Employer's time.