



SHIFT PROVISIONS

FOR

TILE FINISHER,
RED CIRCLED FINISHER
&
TILE SETTER

IN

ALAMEDA, ALPINE, AMADOR, CALAVERAS, CONTRA COSTA,
DEL NORTE, FRESNO, HUMBOLDT, KINGS, LAKE, MADERA,
MARIN, MARIPOSA, MENDOCINO, MERCED, MONTEREY, NAPA,
SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, TULARE, TRINITY AND TUOLUMNE 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.

AGREEMENT

April 1, 2019 to March 31, 2021

by and between

**TILE, TERRAZZO, MARBLE AND
RESTORATION CONTRACTORS
ASSOCIATION OF
NORTHERN CALIFORNIA, INC.**

and

INDEPENDENT TILE CONTRACTORS

and

**BRICKLAYERS
AND ALLIED CRAFTWORKERS
LOCAL UNION NO. 3 CA
IUBAC, AFL-CIO**

RECEIVED
Department of Industrial Relations

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Office of the Director-Research

AGREEMENT

APRIL 1, 2019 TO MARCH 31, 2021

THIS AGREEMENT, effective April 1, 2019, by and between Bricklayers and Allied Craftworkers Local Union No. 3 CA, IUBAC, AFL-CIO, hereinafter the Union, and the Tile, Terrazzo, Marble and Restoration Contractors Association of Northern California, Inc., hereinafter the Association, for and on behalf of such Individual Employers as are now or hereafter become members of the Association, or have authorized the Association to represent them in collective bargaining with the Union, and for such other Individual Employers as may execute this Agreement or a counterpart thereof.

SECTION 77. PREMIUM PAY FOR NIGHT SHIFT WORK. Notwithstanding the foregoing, all night shift work performed outside the normal Work Day or Work Week, as defined in Section 65, shall be compensated at a premium rate of \$5.00 per hour above the regular straight-time rate for Tile Finishers and \$6.00 per hour above the regular straight-time rate for Tile Layers.

SECTION 67. WORK DAY AND WORK WEEK. Except as otherwise noted, eight (8) consecutive hours between 5:00 a.m. and 5:00 p.m. will constitute a day's work, and five days, consisting of not more than eight hours per day, Monday through Friday, not exceeding forty hours per week, will constitute a week's work; provided however, that an Individual Employer may, upon advance written notice to the Union, implement a 4-day, 40-hour work week. In the latter case, ten (10) consecutive hours between 6:00 a.m. and 6:00 p.m. will constitute a day's work, and four days, consisting of not more than ten hours per day, Monday through Thursday or Tuesday through Friday, will constitute a week's work. All such hours will be paid for at the employee's regular rate of pay. An Individual Employer may implement a 4-day, 40-hour work week for purposes of one or more specific projects.