



## **SHIFT PROVISIONS**

FOR

**SHEET METAL WORKER (HVAC)**

**All Classifications EXCEPT**

**Sheet Metal Worker (HVAC): Metal Deck and Siding**

IN

ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE,  
MARIN, MENDOCINO, NAPA, SAN FRANCISCO, SAN MATEO,  
SANTA CLARA, SOLANO, SONOMA, AND TRINITY COUNTIES

# CONTRACT EXTENSION

**BUILDING TRADES COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS  
BY AND BETWEEN  
SMW LOCAL UNION NO. 104  
AND BAY AREA ASSOCIATION OF SMACNA CHAPTERS  
PERTAINING TO ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE, MARIN,  
MENDOCINO, NAPA, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SOLANO, SONOMA AND  
TRINITY COUNTIES**

Pending ratification by both parties, these negotiations amend and extend the current Standard Form of Union Agreement and Addenda thereto and any Memorandums of Understanding or amendments in regard to the current Agreement effective July 1, 2006 through June 30, 2019. Any language not specifically addressed shall remain in effect through the duration of the Agreement.

**ITEM 1: WAGE INCREASES/CONTRACT EXTENSION – (if the contract is accepted, Options A and B are to be voted on by Local 104 members.) OPTION (A) WAS SELECTED**

**OPTION A:**

July 2, 2018 through June 28, 2026

JUL 30 2018

166-104-1

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
BAY AREA ASSOCIATION OF SMACNA CHAPTERS  
AND  
SMART, SMW LOCAL UNION NO. 104**

**PERTAINING TO ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE, MARIN, MENDOCINO,  
NAPA, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SOLANO, SONOMA AND TRINITY COUNTIES**

This Memorandum of Understanding (MOU) amends and extends the current Standard Form of Union Agreement and Addenda thereto and any MOUs or amendments in regard to this contract in effect at this time between the parties, and shall be referenced as the Collective Bargaining Agreement (CBA) in this document. Any language specifically not addressed shall remain in effect through the duration of the Agreement.

- 1) Extend the current CBA between the parties through June 30, 2019.

166-104-1

**STANDARD FORM OF  
UNION AGREEMENT**

AND

ADDENDA THERETO

BETWEEN

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION**

**LOCAL UNION NO. 104**

AND

**BAY AREA ASSOCIATION OF SMACNA CHAPTERS**

EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2010



RECEIVED  
Department of Industrial Relations

JUL 17 2007

Div. of Labor Statistics & Research  
Chief's Office

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 104**

2610 CROW CANYON ROAD, SUITE 300  
SAN RAMON, CA 94583  
925 374 8600

**BUILDING TRADES**  
**STANDARD FORM OF UNION AGREEMENT**  
**SHEET METAL, ROOFING, VENTILATING AND**  
**AIR CONDITIONING CONTRACTING DIVISIONS**  
**OF THE CONSTRUCTION INDUSTRY**

This Agreement (SFUA Form A-01-05), hereinafter, "SFUA," and applicable Addenda amending the July 1994 Agreement and subsequent modifications negotiated between the Sheet Metal Workers' International Association Local 104, hereinafter referred to as the "Union," and the Bay Area Association of SMACNA Chapters, and the applicable local chapters for Greater Oakland, Redwood Empire, San Francisco, San Mateo and Santa Clara, for and on behalf of its members and individual signatory contractors, hereinafter referred to as "Employer," covers all work for Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma and Trinity Counties of California. The parties agree that the terms and conditions contained in this Agreement and applicable Addenda shall apply as the minimum conditions for all work performed hereunder, for and within this contract jurisdiction. All signatory contractors must comply with the terms and conditions applicable to all work performed in given geographical areas as will be noted by area and contained in brackets [ ] below.

## **ITEM 9. SHIFT WORK**

SECTION A. Shift work shall mean work performed immediately following the regularly scheduled workday and for the stated number of hours as follows:

SECTION B. Not less than five (5) consecutive days shall constitute a shift schedule, and all shift schedules shall end only on a Friday.

SECTION C. The first shift shall be considered the day shift, which starts at 7:00 a.m. The second shift shall start immediately following the first shift. The third shift shall start immediately following the second shift.

SECTION D. First Shift: The first shift shall be eight (8) hours' work with eight (8) hours' pay, Monday through Friday the first week, and eight (8) hours' work with eight (8) hours' pay, Monday through Thursday the following week, in accordance with the workweek (Item 7 Section A). The workweek shall end on Thursday or Friday at 3:30 p.m.

Second Shift: The second shift shall be seven and one-half (7 ½) hours' work with eight (8) hours' pay, plus ten percent (10%) of the Class II gross taxable hourly wage rate, and Friday shall comply with the contract workweek.

Third Shift: The third shift shall be seven (7) hours' work with eight (8) hours' pay, plus fifteen percent (15%) of the Class II gross taxable hourly wage rate and Friday shall comply with the contract workweek.

[SAN FRANCISCO shift pay shall be based on the seven (7)-hour workday. First shift shall be seven (7) hours' work with seven (7) hours' pay; second shift shall be seven (7) hours' work with seven and one half (7 ½ hours' pay plus ten percent (10%); and the third shift shall be seven (7) hours' work with eight (8) hours' pay plus fifteen percent (15%). All premium rates are based on the Class II gross taxable hourly wage rate].

SECTION E. Forepersons shall receive the appropriate shift percentage differential in addition to their Foreperson percentage premium.

SECTION F. Employees shall have an eight (8)-hour rest period when changing shifts.

SECTION G. The Local Union office and the shop or job steward shall be notified when shift work is practiced.

SECTION H. All shift work over the regular hours worked shall be paid at the overtime rate of pay Monday through Friday.

SECTION I. Upon request of the Employer, the Union shall authorize a special shift for energy conservation and retrofit work to be performed outside the regular workday in occupied buildings, if specified by the customer who must continue to operate his business in the normal manner. Two (2)-day special shift: Shall consist of no less than two (2) consecutive days (Monday - Friday) with eight (8) hours' work for eight (8) hours' pay PLUS twelve percent (12%) above the gross taxable Class II hourly rate. Employees shall have an eight (8)-hour rest period when changing shifts (any work performed within the eight (8)-hour rest period shall be paid at the appropriate overtime rate). The special shift shall begin no earlier than 12:01 a.m. Monday and shall end no later than midnight Friday. The Employer shall notify the Union prior to starting shift work. [SAN FRANCISCO shall be based on seven (7)-hour days].