



SHIFT PROVISIONS

FOR

SHEET METAL WORKER All Classifications EXCEPT Sheet Metal Worker: Metal Deck and Siding

IN

MONTEREY, SAN BENITO, AND SANTA CRUZ 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.

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166-104-10

By Office of the Director - Research Unit at 3:29 pm, Jul 07, 2017.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS,
SHEET METAL WORKERS' LOCAL UNION NO. 104
AND
MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES OF THE MONTEREY BAY
AREA SHEET METAL CONTRACTORS ASSOCIATION**

This Memorandum of Understanding amends and extends the current Standard Form of Union Agreement by and between Sheet Metal Workers' Local Union No. 104 (Union) and Monterey, San Benito, and Santa Cruz Counties of the Monterey Bay Area Sheet Metal Contractors Association, as well as any Memorandums of Understanding or amendments in regard to this Agreement currently in effect between the parties, and shall be referred to as the Collective Bargaining Agreement (CBA) in this document. Any language not specifically addressed shall remain in effect through the duration of the CBA, unless otherwise modified by mutual agreement of both parties.

Pending ratification by both bargaining parties:

- 1) The current CBA shall be extended and amended through June 30, 2021, as noted.

- 9) Item 9. SHIFT WORK- SECTION I: Amend, "The Special Shift shall begin no earlier than 12:01 a.m. Monday and shall end no later than midnight Friday." to read, "The Special Shift shall begin no earlier than 9:00 p.m. on Sunday and shall end no later than 3:00 a.m. on Saturday."

MEMORANDUM OF UNDERSTANDING

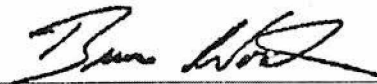
BY AND BETWEEN

THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS,
SMW LOCAL UNION NO. 104

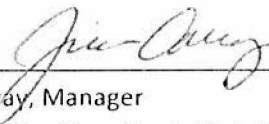
AND

THE MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES OF THE MONTEREY BAY AREA SHEET METAL
CONTRACTORS' ASSOCIATION, INC.

This Memorandum of Understanding extends the current Collective Bargaining Agreement by and between Sheet Metal Workers' Local Union No. 104 and Monterey, San Benito and Santa Cruz Counties of the Monterey Bay Area Sheet Metal Contractors' Association, Inc. (expiring June 30, 2015) through June 30, 2017, with the following changes as addressed below, pending ratification by Local 104 members. All other rules and conditions shall remain the same.



Bruce Word, Business Manager/President
SMW Local Union No. 104



Jim Conway, Manager
Monterey Bay Area Sheet Metal Contractors'
Association, Inc.

Dated: June 27, 2014

Dated: 6/30/14

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Department of Industrial Relations

DEC 11 2015

Office of the Director-Research

166-104-10

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10/29/12
OD-Research

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SMWIA LOCAL UNION NO. 104
AND
MONTEREY BAY AREA SHEET METAL CONTRACTORS' ASSOCIATION
PERTAINING TO MONTEREY, SAN BENITO, AND SANTA CRUZ 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) The CBA shall be extended as follows: July 1, 2012 through June 30, 2015

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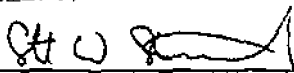
**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION LOCAL UNION NO. 104 AND MONTEREY, SAN BENITO,
AND SANTA CRUZ COUNTIES OF THE MONTEREY BAY AREA SHEET METAL
CONTRACTORS' ASSOCIATION, INC.**

This Memorandum of Understanding extends the current contract between Sheet Metal Workers' International Association Local Union No. 104 and Monterey, San Benito, and Santa Cruz Counties of the Monterey Bay Area Sheet Metal Contractors' Association, Inc. effective July 11, 2006 through June 30, 2010 with the following amendments. All other terms not addressed shall remain the same.

1. TERM OF THE AGREEMENT: EFFECTIVE JULY 1, 2010 TO JUNE 30, 2013



Bruce Word, Business Manager/President
SMWIA Local Union No. 104



Scott Strawbridge, Executive Director
Monterey Bay Area Sheet Metal Contractors'
Association, Inc.

DATE: 6-25-10

DATE: 6-25-10

166-104-10

STANDARD FORM OF UNION AGREEMENT

AND

ADDENDA THERETO

BETWEEN

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

AND

**MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES
OF THE MONTEREY BAY AREA SHEET METAL
CONTRACTORS' ASSOCIATION, INC.**

EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2010



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Department of Industrial Relations

JUL 25 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
925.314.8600

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), and Addenda entered into this 1st day of July 2006, by and between the Monterey Bay Area Sheet Metal Contractors Association, Inc., or any other Independent Association, hereinafter referred to as the "Association", for and on behalf of its members, and Individual Signatory Contractors hereinafter referred to as the "Employer" and Local Union 104 of the Sheet Metal Workers' International Association, hereinafter referred to as the "Union" for Marin, Sonoma, Mendocino, Lake, Humboldt, Del Norte, Trinity, San Mateo, Alameda, Contra Costa, Napa, Solano, Santa Clara, Santa Cruz, Monterey, San Benito and San Francisco counties of California. The parties agree that the terms and conditions contained in this Agreement shall apply as the minimum conditions for all work performed hereunder for and/or within this contract jurisdiction which covers Monterey, San Benito and Santa Cruz Counties. In addition, each individual signatory contractor who performs work in the remaining contract jurisdiction of Local 104, or elsewhere, hereby agrees to comply with the terms and conditions of the recognized standard industry agreements in those contract areas.

ITEM 9. SHIFT WORK

SECTION A. Shift work will mean work performed immediately following the regularly scheduled work day 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 8 hours pay Monday through Friday and eight (8) hours work with 8 hours pay. The work week shall end on Friday at 3:30 p.m.

Second Shift: The second shift shall be seven and one-half (7½) hours work with eight (8) hours pay, plus 10% of the Class II gross taxable hourly wage rate.

Third Shift: The third shift shall be seven (7) hours work with eight (8) hours pay, plus 15% of 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 will 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 15% 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.