



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

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



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Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 104

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SAN RAMON, CA 94583

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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].