

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

	<u>BT</u>	<u>LC</u>	<u>% Increase of BT Journeyperson</u>	
July 2, 2018	3.00	2.50	Service Mechanic:	60%
July 1, 2019	3.25	2.75	Service Technician:	55%
June 29, 2020	3.25	2.75	AC Journeyperson:	55%
June 28, 2021	3.50	3.00	AC Specialist:	45%
Wages openers: July 4, 2022, July 3, 2023, July 1, 2024 and June 30, 2025			Material Expediter:	50%

OPTION B:

July 2, 2018 through June 28, 2026

	<u>BT</u>	<u>LC</u>	<u>% Increase of BT Journeyperson</u>	
July 2, 2018	3.50	2.50	Service Mechanic:	60%
July 1, 2019	3.50	2.75	Service Technician:	55%
June 29, 2020	3.50	2.75	AC Journeyperson:	55%
June 28, 2021	3.50	3.00	AC Specialist:	45%
Wages openers: July 4, 2022, July 3, 2023, July 1, 2024 and June 30, 2025			Material Expediter:	50%

If Option B is selected the following benefits/conditions will change.

- 1) The following five(5) holidays will be added: Friday before Memorial Day, 104 Member Appreciation Day (Friday before Labor Day), Veterans Day, Christmas Eve, and New Year's Eve.
- 2) Any member who is working under the terms of the Building Trades Agreement may select to take up to two (2) Fridays off per month, with notice to the employer no later than ten (10)

calendar days before the Friday off. Said days will not be considered vacation days. There will be no employer retaliation or intimidation. If an employer is found to be in violation of this section, the employer will be fined as follows: first offense: \$1,000.00; second offense: \$2,500.00; third offense and any offense thereafter: \$5,000.00. Such fines would be payable to the Bay Area Training Trust and would not be in lieu of a member's grievance rights. This language would replace the 42/32 swing Friday workweek in the Building Trades Agreement.

3) Overtime will be one and one-half (1½) times the gross rate for a total of two (2) hours each day immediately before or after the normal eight (8)-hour workday, Monday-Friday and eight (8) hours during the normal working hours on Saturday. All other overtime, including Sundays, holidays and Saturdays in conjunction with a Friday or Monday holiday shall be paid at the double time (2) gross rate.

4) The seven (7)-hour workday in San Francisco, including the current overtime provision, will remain. As stated in Item 4 below, the UA Local 38, IBEW Local 6 Business Managers will meet with the respective Association representatives, and if it is determined by the group to change to the eight (8)-hour workday, notice of such change would be sent to the members at least 30 days prior to implementation of any such change.

ITEM 2: Reimbursement for out of pocket expenses shall be paid within the terms of the pay period, provided the necessary documentation is submitted within 14 days of accruing the expense and turned in when timecards are due. Reimbursement will be made the next pay period.

ITEM 3: Unity Action Events: Signatory contractors will receive thirty (30)-days' notice prior to any Local 104 unity action event, when the scheduled event is during normal business hours. Such event may occur once per calendar year for each employer.

* **ITEM 4:** SMW Local 104 is willing to meet with the UA Local 38, IBEW Local 6 Business Managers and Association representatives to discuss the seven (7)-hour workday and the intent to change it to an eight (8)-hour workday.

ITEM 5: Increase the apprentice percentage to Northern California Pension, currently 20.7 % of the journeyman rate, (July 2, 2018 25%), (July 1, 2019 30%), (June 29, 2020 35%) and (June 28, 2021 40%)

* **ITEM 6:** Trust Fund reports shall list dates reported. A task force will be established to review fringe contributions that will move the delinquency from thirty (30) days to forty-five (45) days, excluding vacation and 401k.

* **ITEM 7:** Changes in Ownership: A task force will be established to review and implement language similar to the following: An employer remains bound to this Agreement notwithstanding any change in ownership. A change in ownership includes, but is not limited to, the sale of the entire business, the addition or removal of partners, and the purchase or sale of company stock. A change in ownership does not include the purchase or sale of stock in a publicly traded company. An employer shall notify the Union of a change in ownership within five (5) days following said change. A new owner, partner, or shareholder shall sign a Memorandum of Understanding confirming their agreement that the employer remains bound to this Agreement upon request of the Union. (See example MOUs attached)

ITEM 8: Increase the general foreman to 25% over the next two wage increases, 22.5% effective July 2, 2018 and then 25% effective July 1, 2019.

✧ **ITEM 9:** Clarification of Travel Provision language and updating the CBA to include past MOU's in effect to be accomplished as soon as possible, but not any later than twelve (12) months.

ITEM 10: The parties will begin discussions on wage openers in October/November of the year prior to the wage openers.

ITEM 11: Subsistence shall be: hotel expense (hotel designated by the employer within a reasonable distance of the project) plus \$75.00 meal expense per day.

✧ **ITEM 12:** Drug Testing: SMW Local 104 and Bay Area SMACNA will assign a task force to develop a drug testing plan that will be afforded to contractors choosing to utilize it. The Testing will be via mouth swab on post-accident and probable cause. All terms will need to be defined and agreed to by the bargaining parties prior to implementation.

ITEM 13:

A. On shop work only, a start time of 5:00 a.m. may be implemented, provided two-thirds of the members in the shop agree to the early start. Voting for the early start will be conducted by SMW Local 104.

B. On certain field projects, under Resolution 78, the SMW Local 104 Business Manager may grant approval for a 5:00 a.m. start time. Conditions that will be taken into consideration are lighting, the time of year, and excessive heat.

C. SMW Local 104 must be given a minimum of two (2) working days' notice prior to any change in from an approved 5:00 a.m. start time. Any hours worked outside of the normal working hours are considered overtime.

✧ **ITEM 14:** ADR Program: The bargaining parties will assign a task force to review the ADR Program. Should it be determined that a significant number of employers would be interested in joining the ADR Program and/or a significant number of members would be covered by the ADR Program, the task force will negotiate the Program's terms.

✧ **ITEM 15:** The bargaining parties will assign a task force to review the Detailing MOU and make adjustments to clarify the language.

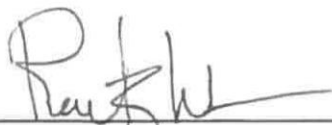
✧ **ITEM 16:** The bargaining parties will assign a TAB task force to explore an addendum to the Agreement for TAB work. If the bargaining parties reach an agreement, such addendum would be voted on by the employer and the members performing testing, adjusting and balancing work.

✧ **ITEM 17:** Apprentice and Pre-apprentice Ratios: The bargaining parties will establish a task force to meet and monitor the current apprentice and pre-apprentice ratios on private work, as well as direct entry opportunities for Building Trades apprentices. In the event of a labor shortage, said ratios may be temporarily expanded through Resolution 78.

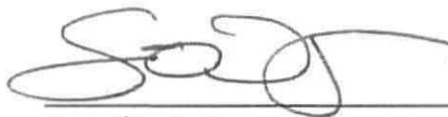
* ITEM 18: The bargaining parties will meet and review the Light Commercial limit on private projects. Under Resolution 78 the limit on certain work may be raised. If it becomes apparent we are gaining market share, the limit may then be raised on certain work/projects.

ITEM 19: The parties agree to waive the requirements of the Mandatory Paid Sick Leave Law through July 3, 2022. In accordance with Labor Code section 245.5(a)(2), the parties agree to waive the requirements of Article 1.5 of Part 1 of Division 2 of the Labor Code (Labor Code sections 245-249).

The parties hereby tentatively agree to the terms and conditions set forth above, pending ratification by their respective membership. If not ratified by the parties on Monday, May 14, 2018, all terms and conditions hereby stated shall be off the bargaining table and the parties reserve their rights under the current SFUA and Addenda thereto.



Rick Werner
President/Business Manager
SMW Local Union No. 104



Sean O'Donoghue
Executive Vice President
Bay Area Association of SMACNA Chapters

DATED:

4-17-18

DATED:

4/17/18

rw/jm opeiu #29
4:17:18

As indicated, Option A was selected. So in order to avoid any confusion, Option B is crossed out. Regarding the asterisks () next to Items 4, 6, 7, 9, 12, 14, 15, 16, 17 and 18, please note that these items are not currently in effect and will take place after the bargaining parties/task force have drafted and agreed to such changes.

**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.
- 2) Wage and fringe increases as follows.

Building Trades

Journeyman

Date	Increase
June 29, 2015	\$3.00
June 27, 2016	\$3.25
July 3, 2017	\$3.50
July 2, 2018	Wage opener

Light Commercial

Journeyman

Date	Increase
June 29, 2015	\$2.50
June 27, 2016	\$2.75
July 3, 2017	\$3.00
July 2, 2018	Wage opener

Material Expediter

Date	Increase
June 29, 2015	\$1.50
June 27, 2016	\$1.60
July 3, 2017	\$1.70
July 2, 2018	Wage opener

Service Technician

Date	Increase
June 29, 2015	\$1.65
June 27, 2016	\$1.80
July 3, 2017	\$1.95
July 2, 2018	Wage opener

Service Mechanic

Date	Increase
June 29, 2015	\$1.85
June 27, 2016	\$2.05
July 3, 2017	\$2.25
July 2, 2018	Wage opener

A/C Journeyperson

Date	Increase
June 29, 2015	\$1.65
June 27, 2016	\$1.85
July 3, 2017	\$2.00
July 2, 2018	Wage opener

A/C Specialist

Date	Increase
June 29, 2015	\$1.40
June 27, 2016	\$1.50
July 3, 2017	\$1.65
July 2, 2018	Wage opener

- 3) Merge the San Francisco and San Mateo Dispatch points and establish one dispatch point somewhere between the two points by no later than October 1, 2015.
- 4) TAB & service apprentices may be sponsored by the Employer.

A permissive CAD detailer apprenticeship program that is structured as a detailing apprenticeship program will be developed and implemented. Apprentices in the program may be sponsored by the Employer.

The above apprenticeship programs' standards shall be approved by the California Apprenticeship Council prior to implementation.

- 5) Saturday after Black Friday overtime:

Anyone who volunteers to work on Black Friday and works the next day (Saturday) overtime shall be double time. Anyone who is directed to work on Black Friday and receives the appropriate overtime for the entire day and works the next day (Saturday) overtime shall be time and one-half during the normal working hours.

- 6) Add "Signing of Documents" to Item 39.

No member as a condition of employment will be required to sign policies and/or consent forms that relate to a subject of mandatory bargaining.

In addition, the parties agree to work with our respective lobbyists to create a joint legislative proposal.

- 7) The parties will develop a Labor Management Cooperation Trust (LMCT).
- 8) Update Collective Bargaining Agreement (CBA) language to incorporate the existing memorandums of understanding (MOUs) and/or draft revised Resolution 78, to include items such as, supplemental pension changes to PSP and 401k, bonding requirements, wage equalization of fabrication payable to the Northern California Pension, etc.

- 9) The parties agree to waive the requirements of AB 1522, the Oakland and San Francisco sick leave provisions.
- 10) Effective January 1, 2017, employers may make a referral request that journeypersons are OSHA 10 certified and forepersons and general forepersons are OSHA 40 certified prior to dispatch.



Sean O'Donoghue, Executive Vice President
Bay Area SMACNA

Date 5/14/15



Bruce Word, President/Business Manager
SMART, SMW Local 104

Date 4/22/15



**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SMWIA 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**

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.

ADDENDA ONE

1) The CBA shall be extended as follows: July 1, 2012 through June 30, 2016

2) Wage & Fringe Increases:

BUILDING TRADES JOURNEYMAN

July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
3.50	3.50	3.50	Wage Reopener

MATERIAL EXPEDITER

July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1.80	1.80	1.80	Wage Reopener

3) Travel Pay: \$0.55 plus IRS allowable

4) Employers shall have total mobility of manpower throughout all 46 counties of Local 104 and name-call rights at any Local 104 dispatch area.

5) Apprentices: The Bay Area Apprenticeship Trust and the sheet metal industry employers have the obligation to ensure that all Building Trades apprentices have exposure to and training in the multiple skills of the industry. If by June 30, 2013, the bargaining parties determine this goal is not being achieved as documented by the training records, the Trust will, effective January 1, 2014, remove and rotate (to another employer) all apprentices not in compliance with the Trust's stated training goals. For those apprentices subject to rotation among employer(s), rotation shall occur every six (6) months for the first two (2) years of their apprenticeship and continue until the training is meeting the scheduled objectives.

For all apprentices subject to rotation among employers, after the apprentice has completed two (2) years with minimum exposure of four employers, or rotation of duties within a single employer, at the request of the apprentice and employer, the apprentice may elect to be reassigned and/or, subject to available employment, remain with any employer of their choice for the last thirty-six (36) months of their apprenticeship.

When an employer shows willful disregard for the obligation to train in multiple skills, apprentices removed from their employer shall not be replaced.

6) The Work Preservation provision (Revised Item 40) of the CBA shall be applicable in all 46 counties of Local 104.

7) When performing covered work for projects bid after July 1, 2012 within the 46 counties of Local 104, the Wage Equalization provision of the SFUA (unmodified) is applicable, except that the differential between the wage and fringe benefit scales in the CBAs at the time the work is performed shall be paid by separate check to the Northern California Pension Plan no later than the 20th day following the month in which the work was performed, accompanied by certified payroll(s) indicating, by employee, the classification, the composite hourly wage differential amount, the number of hours worked, and the project(s) worked on. Any late payment regarding this provision shall be considered a delinquent payment to the Trust and collections will be implemented pursuant to the CBA/Trust, including but not limited to, liquidated damages. BeneSys, third party administrator for the Northern California Pension Plan shall distribute a report with this information to both Union and Management on a monthly basis.

ADDENDA TWO

1) Wage & Fringe Increases:

LIGHT COMMERCIAL JOURNEYMAN

July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
2.25	2.75	3.50	Wage Reopener

SERVICE MECHANIC

July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1.80	2.10	2.65	Wage Reopener

SERVICE TECHNICIAN


July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1.50	1.80	2.30	Wage Reopener

A/C JOURNEYMAN

July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1.55	1.85	2.35	Wage Reopener

A/C SPECIALIST

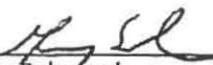
July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1.30	1.55	2.00	Wage Reopener



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

8.10.12

 Date



 Gary Schwenk
 Executive Vice President
 Bay Area SMACNA

AUGUST 19, 2012

 Date

MEMORANDUM OF UNDERSTANDING ("MOU")
BY AND BETWEEN
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 104
AND
BAY AREA SMACNA

STANDARD FORM OF UNION AGREEMENT ("SFUA") ADDENDUM ONE AND TWO
EXTENSION


This MOU extends all contractual terms and conditions, with the exception of the wages noted below, of the current (July 1, 2006 – June 30, 2010) SFUA and Addendum One and Two between the parties, effective December 11, 2008 through June 30, 2013.

ADDENDUM NUMBER ONE TO THE SFUA ITEM 1. WAGE AND FRINGE
SCHEDULE, SECTION A

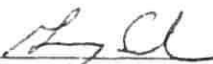
	7.1.09	7.1.10	7.1.11	7.1.12
Building Trades	\$3.50	\$4.00	Wage Reopener	Wage Reopener
Material Expediter	\$1.25	\$1.45	Wage Reopener	Wage Reopener

LIGHT COMMERCIAL ADDENDUM NUMBER TWO TO THE SFUA ITEM 5.
WAGES

	7.1.09	7.1.10	7.1.11	7.1.12
Light Commercial	\$3.50	\$4.00	Wage Reopener	Wage Reopener
New Residential JP	\$2.20	\$2.50	Wage Reopener	Wage Reopener
AC Specialist	\$1.80	\$2.10	Wage Reopener	Wage Reopener
Service Tech	\$2.15	\$2.45	Wage Reopener	Wage Reopener



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



Gary Schwenk
Executive Vice President
Bay Area Association of SMACNA Chapters

DATED: 12/11/08

DATED: 12/11/08

