

**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



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

2610 CROW CANYON ROAD, SUITE 300  
SAN RAMON, CA 94583  
925.314.8600

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.

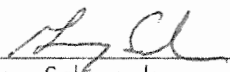
ADDENDUM NUMBER ONE TO THE SFUA ITEM 1. WAGE AND FRINGE  
 SCHEDULE, SECTION A

	7.1.09	7.1.10	7.1.11	7.1.12
<b>Building Trades</b>	\$3.50	\$4.00	Wage Reopener	Wage Reopener
<b>Material Expediter</b>	\$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
<b>Light Commercial</b>	\$3.50	\$4.00	Wage Reopener	Wage Reopener
<b>New Residential JP</b>	\$2.20	\$2.50	Wage Reopener	Wage Reopener
<b>AC Specialist</b>	\$1.80	\$2.10	Wage Reopener	Wage Reopener
<b>Service Tech</b>	\$2.15	\$2.45	Wage Reopener	Wage Reopener

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

  
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 Gary Schwenk  
 Executive Vice President  
 Bay Area Association of SMACNA Chapters

DATED: 12/11/08

DATED: 12/11/08

(b) The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$0.07) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the twentieth (20th) day of the succeeding month and shall be remitted to IFUS (4201 Lafayette Center Drive, Chantilly, Virginia, 20151.1209) or for the purpose of transmittal, through Local Union No. 104 Trust Fund Administrator.

(c) The IFUS shall submit to the Sheet Metal Workers' International Association not less often than semi-annually, written reports describing accurately and in reasonable detail, the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One (1) time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the Sheet Metal Workers' International Association upon written request.

(d) Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section, may be processed by the Sheet Metal Workers' International Association directly to the National Joint Adjustment Board, hereinafter "NJAB," under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days' notice to the other party, submit the issue to final and binding arbitration. The arbitrator shall be selected by the Co-chairs of the NJAB. The arbitrator shall be authorized to impose any remedial order he/she deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the arbitrator is expressly limited to a determination of a deadlocked issue under this Section (Article VIII, Section 12) and no other.

**SECTION 13(a). LOCAL IPF CONTRIBUTIONS** - Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation, and administration of collective bargaining agreements, research, and promotion; such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations and promote, support, and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose, except as expressly specified above.

(b) The Employer shall pay to the Bay Area Industry Promotion Fund, hereinafter referred to as the Local Industry Fund, sixty-five cents (\$0.65) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the twentieth (20th) day of the succeeding month.

(c) The Local Industry Fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One (1) time per year the Local Industry Fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to Local Industry Fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his/her written request.

(d) Grievances concerning use of Local Industry Fund monies to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The NJAB shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the Local Industry Fund.

**SECTION 14. RECOGNITION OF IFUS AND IPF CONTRIBUTIONS** - The Union and Employer recognize that the contributions provided in Sections 12(b) and 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement. Therefore, hours worked for purposes of determining the contributions required under Sections 12(b) and 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

## ITEM 18. PERSONAL TOOLS

SECTION A. On jobsites where employees report directly from home, the Employer shall provide a gang box or similar facility, adequate for the securing of both the employee and company tools.

The following are basic hand tools the Journey person and Apprentice shall provide:

- |  |                                      |
|--|--------------------------------------|
| 1 Bulldog Snips, Combo                   | 2 Pair Vise-grip Welding Clamps      |
| * 2 Pair Aviation Snips, M1 & M2         | * 2 Screwdrivers                     |
| 1 Pair Wide-nosed Pliers                 | * 1 Tinner's or Claw Hammer          |
| * 1 Pair Wide-tong Pliers/Seamers Offset | 1 Hacksaw                            |
| * 2 Pair Vise-grip Pliers, 10"           | 1 Combo 12" Square                   |
| * 1 Scratch Awl                          | * 1 30 foot or less Retractable Tape |
| 1 Pair #13 Wiss Snips or Equal           | 1 8 oz. Plumb Bob                    |
| 1 Center/Prick Punch                     | 1 Whitney Punch                      |
| 1 Crescent Wrench #10                    | 1 Pair Dividers                      |

SECTION B. No Employer shall be permitted to rent or borrow tools, equipment, or vehicles from employees covered by this Agreement.

SECTION C. No employee shall furnish any of the following tools, which are not considered to be hand tools of the trade: power (i.e., electrical, pneumatic, gas, etc.) or motor-driven tools, extension cords, saw blades, carpenter's saw, hacksaw blades, drill bits, files, soldering irons, fire pots, two foot squares, three or four foot circumference rules, punches (other than the small hand set), all sizes of pop rivet guns, all socket sets, speed wrenches, staple guns, glue guns, or any glass duct tools, or instrumentation.

SECTION D. Employees shall be required to wear tool belts, overalls, or other adequate clothing to carry a sufficient number of hand tools as to perform their work in a proper manner.

SECTION E. Pre-apprentices shall not be required to purchase personal hand tools. However, it is recommended that, at a minimum, Pre-apprentices have the tools with an asterisk (\*) listed in Section A.

### TOOL REPLACEMENT POLICY

**NOTE:** Bay Area Association Industry Promotion Fund contributors may submit for replacement or reimbursement of stolen tools, pursuant to the Industry Promotion Fund Trustees' Policy.

SECTION F. The Employer shall be responsible for the replacement of their employee's, tools lost or damaged due to fire or forced entry, under the following terms and conditions:

1. The tools were under the Employer's lock and key at the shop, jobsite, or in a company vehicle.
2. The liability of the Employer shall be limited to the tools listed in Item 18. However, in the event an employee, working in the shop, has submitted a tool inventory list, the liability shall be limited to the maximum of seven hundred-fifty dollars (\$750.00) value, LESS THE FIRST TEN DOLLARS (\$10.00) OF THE COST OR REPLACEMENT, which shall be the responsibility of the employee.
3. Each employee may submit to the Employer or his/her representative a tool inventory list.
4. It shall be the responsibility of the Employer or his/her representative to verify the inventory list.
5. It shall be the responsibility of the employee to use all reasonable means to preserve and protect his/her tools. Failure to do so will relieve the Employer of all liability. Any employee willfully making false or inaccurate claims will be in violation of this Agreement. In the event of a disputed claim, the matter will be referred to the LJAB.
6. In case of theft of tools, a signed statement of tools stolen must be submitted to the following by the employee: POLICE DEPARTMENT, LOCAL UNION NO. 104, THE EMPLOYER, AND BAY AREA ASSOCIATION, verifying that the actual theft has been committed. This statement must contain the following