



**SCOPE OF WORK PROVISION**

**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**

**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.

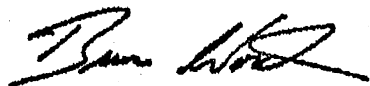
**ADDENDA ONE**

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

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.



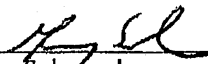
Bruce Word  
Business Manager/President  
SMWIA Local Union No. 104

8.10.12

Date

bw:jm opeiu #3

8.10.12



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**

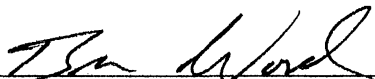
This MOU extends all contractual terms and conditions, with the exception of the wages noted below, of the current (July 1, 2006 – June 30, 2010) SFUA and Addendum One and Two between the parties, effective December 11, 2008 through June 30, 2013.

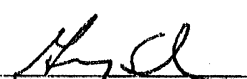
**ADDENDUM NUMBER ONE TO THE SFUA ITEM 1. WAGE AND FRINGE  
SCHEDULE, SECTION A**

	<b>7.1.09</b>	<b>7.1.10</b>	<b>7.1.11</b>	<b>7.1.12</b>
<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**

	<b>7.1.09</b>	<b>7.1.10</b>	<b>7.1.11</b>	<b>7.1.12</b>
<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

  
\_\_\_\_\_  
Gary Schwenk  
Executive Vice President  
Bay Area Association of SMACNA Chapters

DATED: 12/11/08

DATED: 12/11/08

bw:jm opeiu #3

**R E C E I V E D**  
Department of Industrial Relations

DEC 19 2008

Div. of Labor Statistics & Research  
Chief's Office

DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



February 22, 2007

## ADVISORY SCOPE OF WORK

Please note that this advisory scope of work does not apply for metal roofing systems work in the counties where we have issued prevailing wage rates for the Metal Roofing Systems Installer. Please refer to the statewide general prevailing wage determinations for the Metal Roofing Systems Installer on pages 2J to 2J-15.

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  
925-314-8600

**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.

**ARTICLE I - SCOPE OF WORK**

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems, and air-handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and ductwork; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

**RULES GOVERNING USE OF CONDUIT AND FLEXIBLE DUCT FOR SUPPLY  
AND/OR RETURN SYSTEMS**

**A. GENERAL**

1. The use of conduit and flexible duct is divided into categories:

(A) Airtight (high pressure)



(B) Conventional

2. The classification of a system for this purpose will not be determined by static pressure or velocity, but rather by the following requirements:

(A) A high pressure system will have airtight ductwork of special construction. It will be made airtight by mechanical means such as welding, gasketing and/or a high pressure sealant.

(B) In addition, for a system to be considered high pressure, it must have pressure reduction devices such as one of the following:

- a. Pressure reducing valve lined duct.
- b. Pressure reducing valve with sound trap.
- c. Attenuation box with pressure reducing valve.
- d. Double duct, or mixing box with valves.
- e. Peripheral high velocity systems.

3. Any supply system that does not have both airtight construction and a pressure reduction device will be considered a conventional system.

4. The requirements in number 2 above, refer to both supply and return systems, except in addition to the aforementioned, a high velocity return system must have metal flues or metal risers to be considered high pressure and be of airtight construction to qualify.

B. CONVENTIONAL SYSTEMS (above ground)

1. The use of flexible duct is not permitted on a conventional system, except where a special type of outlet requiring an "in-between" connection is necessary. This connection may be made by using one (1) seventy-two (72)-inch maximum length of flexible duct.

C. HIGH PRESSURE SYSTEMS (airtight)

1. Peripheral systems (single or double duct)

- a. The use of conduit shall not be restricted.
- b. Flexible duct may be used where a special type of outlet requiring an "in-between" connection is necessary; this connection may be made by using one 72 inch maximum length flexible.

For the purpose of this Agreement, conduit is defined as a metal conveyor for the distribution of air in high velocity air conditioning and/or heating and ventilation systems. Round fitting of 22 gauge and heavier are included in this definition.

These provisions are applicable only to commercial installations in the City and County of San Francisco].

## **ITEM 46. SERVICE WORK**

**SECTION A. DEFINITION OF SERVICE** - Service is hereby defined as the maintenance, repair, adjustments, alteration and cleaning necessary to make operative any heating, air conditioning, food service equipment, refrigeration, and/or other types of equipment. Included herein, is the replacement of equipment and/or parts deemed necessary and proper to provide an operable system. Service Journeypersons or Apprentices may perform check, test, start, warranty and other incidental work to provide an operable system on new construction projects.

SECTION C. These terms and conditions shall apply to employees performing the work covered by this Agreement on a continuous basis, Building Trades Service Journeypersons and Building Trades Service Apprentices.

SECTION E. **PERSONAL TOOLS** - The employee shall provide for themselves the following set of tools: assorted screwdrivers, pliers (dikes, needle nose, channel locks, lineman pliers), sheet metal hammer, ball peen hammer, assorted nut drivers, assorted crescent wrenches (4" through 12"), one tool belt, one tool box, 1/2", 3/8" and 1/4" socket sets, flashlight, 12' tape measure, hacksaw frame and small set of Allen wrenches. These tools shall have total monetary cost not to exceed four hundred fifty dollars (\$450.00). The Employer shall provide all special tools and instrumentation.

Light  
Commercial  
Addendum  
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LIGHT COMMERCIAL  
ADDENDUM NUMBER TWO  
TO  
STANDARD FORM OF UNION AGREEMENT

All firms signatory hereto are bound to the Standard Form Union Agreement (A-01-05), hereinafter "SFUA," and Addendum One. This Addendum modifies and/or amends those terms or conditions of the SFUA and Addendum One when firms signatory hereto perform work described by this Addendum. Any contract items not specifically addressed/defined in this Addendum shall remain governed by the terms of the SFUA and Addendum One.

**ITEM 1. AREA AND TERM OF ADDENDUM**

SECTION A. This Addendum applies to all light commercial work performed by employees covered by Local 104's SFUA and Addendum One.

SECTION B. Item 5 of this Addendum is effective July 1, 2006 for all light commercial work regardless of the date of bid or purchase order.

All other Items of this Addendum are applicable only to light commercial work done pursuant to bids or purchase orders dated after June 29, 2006, the date of ratification of this Addendum.

SECTION C. Light commercial work done pursuant to bids or purchase orders dated on or before June 29, 2006, shall be governed by the terms (other than wages/fringes) of the Light Commercial Addendum that was appended to the 1994 - 2006 SFUA.

SECTION D. This Addendum shall remain in full force and effect until June 30, 2010.

**ITEM 2. DEFINITIONS**

SECTION A. Light Commercial includes any HVAC systems or architectural sheet metal work with a contract price of two hundred thousand dollars (\$200,000.00) or less, with no height restriction, unlimited dollar amount on pre-engineered, pre-manufactured metal roofing and siding.

SECTION B. In calculating the two hundred thousand dollar (\$200,000.00) limit on HVAC systems, the contract price shall include all costs for equipment, diffusers, controls (except propriety control systems by others), detailing, etc., as well as all duct fabrication and installation.

SECTION C. Job Notification: Employers are required to notify Employees prior to performing any work covered by this Agreement.

**ITEM 3. CLASSIFICATIONS**

SECTION A. Effective July 1, 2006, the following classifications shall be eligible to perform work under this Addendum as addressed: Building Trades/Light Commercial Journeyperson,

Building Trades Apprentice, Pre-apprentice, Service Mechanic, Service Technician/Apprentice, New Residential Journeyperson and Air Conditioning Specialist/Apprentice/Applicant.

SECTION B. New Residential Journeypersons, Air Conditioning Specialists and Air Conditioning Specialist Apprentices/Applicants in the employ of the contractor shall be eligible to perform work in the field only.

#### SECTION C.

I. The parties hereby agree to establish a voluntary 216-hour training program that will be made available to any full-step Air Conditioning Specialist who has three (3) or more years' experience. Upon successful completion of the program, including the exit exam, they shall obtain New Residential Journeyperson status.

II. A contractor may sponsor a full-step Air Conditioning Specialist (currently in their employ for a minimum of twelve (12) months with four (4) years' or more experience), to become a New Residential Journeyperson. Such request must be in writing on company letterhead and addressed to the Local Union.

III. During periods of time when the industry is experiencing labor shortages in the residential market and Local Union No. 104 is advertising the New Residential Journeyperson test for recruiting, a full-step Air Conditioning Specialist (with four (4) years' or more experience) shall be eligible to challenge the New Residential Journeyperson test.

IV. A New Residential Journeyperson may be dispatched at the Building Trades Journeyperson Residential rate with a written request to the Union by the Employer.

### ITEM 4. AIR CONDITIONING SPECIALIST RATIO

SECTION A. For each Building Trades Apprentice, Employers shall be entitled to only one (1) of the following: New Residential Journeyperson, Air Conditioning Specialist, or Air Conditioning Specialist Apprentice/Applicant.

SECTION B. To provide the best possible continued stable employment, the Employer shall employ unemployed Sheet Metal Air Conditioning Specialists/Apprentices before new applicants will be dispatched.

SECTION C. Recognizing that Air Conditioning Specialist Apprentices require direction and assistance in the performance of the installation of materials and equipment necessary for the completion of a heating and/or air conditioning system, as well as various architectural sheet metal and sheet metal roofing; the Employer shall have such employees work in conjunction with either a New Residential Journeyperson or Building Trades/Light Commercial Journeyperson.

### ITEM 5. WAGES

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**ITEM 8. SERVICE WORK** – Item 46 of Addendum One shall be modified as follows:

**SECTION A. DEFINITION OF SERVICE** - Service is hereby defined as the maintenance, repair, adjustments, alteration and cleaning necessary to make operative any heating, and/or air conditioning constant volume package unit or split system with remote condenser. Included herein is the replacement of equipment and/or parts deemed necessary and proper to provide an operable system. Service Journeyperson/Apprentice, Service Mechanic, Service Technician/Apprentice may perform, check, test, start, warranty and other incidental work to provide an operable system on projects, as described in Item 2, Sections A and B of this Agreement.