

## RESIDENTIAL AGREEMENT MEMORANDUM OF UNDERSTANDING

The Residential Agreement between SMWIA Local Union No. 104 and Bay Area Association SMACNA Chapter effective July 1, 2006 through June 30, 2010 is amended and extended as follows:

- 1) Article LIII – The Collective Bargaining Agreement (CBA) is extended through June 30, 2012.
- 2) Clarification – New Residential Journeyman title shall be changed to AC Journeyman.
- 3) Article VIII – Effective July 1, 2009, the total Wage and Fringe package shall be increased by classification as follows:

Residential Journeyman	\$1.40
AC Journeyman	\$0.98
AC Specialist	\$0.67
Service Mechanic	\$1.21
Service Technician	\$0.93
Material Expediter-Under 5 Years	\$0.61
Material Expediter-Over 5 Years	\$0.64

Wage reopeners effective July 1, 2010 and July 1, 2011.

- 4) Article I, Section 2B – Increase Light Commercial limit to thirty-five thousand dollars (\$35,000) effective July 1, 2010.
- 5) Article I, Section 2 – Definitions – Include the following work that is incidental to multi-family residential projects: Parking garage specifically used only by the residents of same project, trash chutes, recreation center, leasing office, corridors, and common areas used by the residents. Excluded: All retail and commercial office space except as stated above.
- 6) Recognize changes in equipment design that utilizes common condensers, heat recovery or heat pump as applicable to multi-family residential projects as defined in this Agreement.
- 7) Establish ratios as follows:

For every two (2) AC Specialists, Service Technicians, Service Mechanics, AC Journeymen, or Residential Journeymen, or combination thereof, the Employer shall be entitled to one (1) of the following: Building Trade, AC Specialist, or Service Technician Apprentice.

- 8) Delete the AC Specialist Applicant and establish a new classification effective July 1, 2009: Residential Utility worker (RUW) whose gross taxable wage shall be a minimum of \$13.00 per hour. After their 90-day anniversary of employment, the Employer shall begin making Schedule II Health Care contributions on their behalf. After their 180-anniversary of employment, the Employer shall begin making NorCal Pension contributions of \$2.00 per hour and training contributions. An RUW shall be eligible to work on detached single family residential projects only.

For each Building Trade, AC Specialist or Service Tech Apprentice the Employer shall be entitled to one (1) RUW.

- 9) An RUW with 3500 hours of experience in the residential industry shall get industry advanced credit when applying for Apprentice classification as stated above. Any RUW placed into an Apprenticeship program shall have their gross taxable wages frozen until such time as those wages are contractually surpassed for their current Employer.

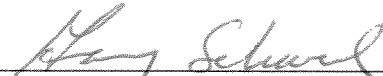
An RUW shall work under the direction of a journey-level employee and shall not direct any other bargaining unit employees.

When contracting directly with the homeowner for furnace/ac change-out or add-on existing homes, the first eight (8) hours on Saturday shall be at the straight time rate of pay, as long as the employee has not worked more than forty (40) hours in the workweek.

10) 12-Month Pilot Program – July 1, 2009 – June 30, 2010 – Holidays – An employee working under the terms of this Agreement may voluntarily elect to work eight (8) hours (during their normal workday) at the straight time rate of pay with all additional overtime to be paid at the appropriate rate of pay on the following holidays: Martin Luther King, Jr., Presidents' Day, Good Friday, Day after Thanksgiving, and Day after Christmas.



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



Gary Schwenk, Executive Vice President  
Bay Area Association SMACNA Chapter

Executed this 21<sup>st</sup> day of May, 2009 by both parties.