

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director - Research Unit

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

SHEET METAL WORKER (HVAC):
SHEET METAL WORKER (HVAC)
SHEET METAL TECHNICIAN
UTILITY WORKER

IN

SAN DIEGO AND IMPERIAL COUNTIES

International Association of Sheet Metal, Air, Rail and Transportation Workers
SHEET METAL LOCAL 206

4594 Mission Gorge Place
San Diego, CA 92120



Phone: (619) 265-0501
Fax: (619) 265-0084

DOUGLAS TRACY
Business Manager / Financial Secretary-Treasurer

Memorandum of Agreement
By and Between
SMART Local #206 and SMACNA of San Diego

This Memorandum of Agreement (MOA) amends and extends the current Standard Form of Union Agreement (A-07-07) and any and all Addenda thereto (Effective 07/01/2015 and amended 07/13/2011), collectively known as the Collective Bargaining Agreement (CBA) and any MOAs. Any CBA language not specifically addressed in this MOA shall remain in effect through the duration of the CBA, unless otherwise modified by mutual agreement of both parties.

1. The CBA shall be extended to June 30, 2020.

RECEIVED
Department of Industrial Relations

JUL 29 2015

Office of the Director-Research


8. Addendum 21 Parking:

Section a.: eliminate references to and descriptions of "downtown San Diego."

"Section b. Excluding the provisions of Section a. above, when parking is not available within ½ mile of the jobsite, the Employer shall provide transportation to and from the site at no cost to the Employee. If Employer provided transportation exceeds 20 (twenty) minutes in duration either going to or returning back from the jobsite, such time shall be paid as wages."

ACCEPTED BY:

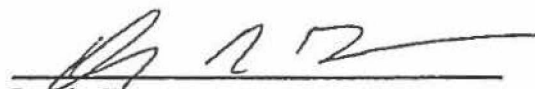
SMACNA of San Diego



Linda M. Jennings
Executive Vice President

Date: 7/28/2015

SMART Sheet Metal Local 206



Douglas Tracy
Business Manager/Financial Secretary

Date: 7/28/15

166-206-1

RECEIVED

Form A-07-07

Department of Industrial Relations

STANDARD FORM OF UNION AGREEMENT

AUG 31 2010

SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING
CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Div. of Labor Statistics & Research
Chief's Office

Agreement entered into July 1, 2010, by and between SMACNA of San Diego, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 206 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for San Diego and Imperial Counties.

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION No. 206**

**ADDENDUM
TO THE
STANDARD FORM OF UNION AGREEMENT A-07-07**

INTRODUCTION

This agreement is between Sheet Metal Workers International Association, Local Union 206, the San Diego Chapter of the Sheet Metal and Air Conditioning Contractors National Association on behalf of the members of its Multi-employer Bargaining Unit, and all signatory parties hereto.

This agreement shall consist of the Standard Form of Union Agreement, A-07-07, and the following addenda thereto. In the event of a conflict between the provisions of the Standard Form of Union Agreement and these addenda, the provisions of the addenda shall take precedence.

Local 206 Addenda to the SFUA A-07-07

Effective July 1, 2010

**ADDENDUM 14
SUBSISTENCE**

- a. Each Employer who has a permanent place of business in San Diego or Imperial Counties shall select either his shop or the office of Local 206 as his Zone Center. The Zone Center for Employers without a permanent place of business in San Diego or Imperial Counties shall be the Local 206 office.

Local 206 Addenda to the SFUA A-07-07

Effective July 1, 2010

- b. Employees on job sites more than 100 radius miles but less than 150 radius miles from the Employer's Zone Center shall receive subsistence in the amount of \$60.00 per day on a five-day per week basis. Subsistence shall not be required over weekends or holidays.
- c. Employees on job sites over 150 radius miles from the Employees Zone Center shall receive subsistence in the amount of \$60.00 per day on a seven-day per week basis. Subsistence is required for weekends and holidays.
- d. Employers hiring members of Local 206, who are residents of Imperial County, to work in Imperial County shall not be required to pay subsistence to these Employees providing they have been residents of Imperial County not less than 90 days.
- e. For any Employee on out of town work where subsistence is to be paid, an additional sum shall be paid to reimburse the Employee for the cost of conveyance for one round trip to and from the job site.
- f. Time elapsed in traveling to and from such out of town work shall also be compensated at the wage rate prevailing during the time of travel, provided that compensation under this paragraph shall not exceed eight (8) hours of time per day.
- g. The time of travel and the method of conveyance shall be at the direction of the Employer.

**ADDENDUM 15
MILEAGE**

When the Employer and Employee agree that the Employee shall furnish his own vehicle for transportation from shop to job, from job to job, or job to shop during regular working hours, the Employer shall pay mileage to the Employee at the current IRS rate.

**ADDENDUM 20
PARKING**

- a. Employees working in downtown San Diego, where adequate free parking is not provided, shall be reimbursed actual cost of the least expensive adequate and available parking within ½ mile radius of the jobsite up to \$15 per day. "Downtown San Diego" shall be defined as 16th street on the East, Grape Street and the southern point of Balboa Park on the North and the San Diego Bay on the West and South.
- b. Excluding the provisions of sub-section a. above, when parking is not available within ½ mile of the Jobsite, the Employer shall provide transportation to and from the site at no cost to the Employee.
 1. When transportation from off-site parking is required, the Employer shall compensate the Employee using one of the following options.
 - Option 1. The employees' time shall start when the employees board the transportation provided for off-site parking at the beginning of the shift.

When the Employer utilizes Option 1, transportation shall be available at the end of the shift, but in no case shall transportation be available later than 15 minutes after conclusion of the shift without compensation.
 - Option 2. The employees' time shall be compensated until they arrive at the designated parking area at the conclusion of the shift.

When the Employer utilizes Option 2, in no case shall the designated boarding time at the beginning of the shift be earlier than ½ hour before the designated starting time without compensation.
- c. When the project requires that employees use transportation provided to traverse from the project entrance to the work-site, employees shall be compensated from the time they board such transportation at the beginning of each shift, until they exit said transportation at the conclusion of the shift.

Local 206 Addenda to the SFUA A-07-07

Effective July 1, 2010

- d. The provisions stated in sections a, b and c above do not apply to the Employers shop or place of business.