



## **TRAVEL AND SUBSISTENCE PROVISIONS**

FOR

### **SHEET METAL WORKER All Classifications EXCEPT Sheet Metal Worker: Metal Deck and Siding**

IN

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

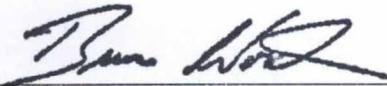
THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS,  
SMW LOCAL UNION NO. 104

AND

THE MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES OF THE MONTEREY BAY AREA SHEET METAL  
CONTRACTORS' ASSOCIATION, INC.

This Memorandum of Understanding extends the current Collective Bargaining Agreement by and between Sheet Metal Workers' Local Union No. 104 and Monterey, San Benito and Santa Cruz Counties of the Monterey Bay Area Sheet Metal Contractors' Association, Inc. (expiring June 30, 2015) through June 30, 2017, ;

All other rules and conditions shall remain the same.



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



Jim Conway, Manager  
Monterey Bay Area Sheet Metal Contractors'  
Association, Inc.

Dated: June 27, 2014

Dated: 6/30/14

166-104-10

RECEIVED  
10/29/12

OD-Research

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
SMWIA LOCAL UNION NO. 104  
AND  
MONTEREY BAY AREA SHEET METAL CONTRACTORS' ASSOCIATION  
PERTAINING TO MONTEREY, SAN BENITO, AND SANTA CRUZ 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) The CBA shall be extended as follows: July 1, 2012 through June 30, 2015

3) Travel Pay: \$0.55 plus IRS allowable

166-104-10

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION LOCAL UNION NO. 104 AND MONTEREY, SAN BENITO,  
AND SANTA CRUZ COUNTIES OF THE MONTEREY BAY AREA SHEET METAL  
CONTRACTORS' ASSOCIATION, INC.**

This Memorandum of Understanding extends the current contract between Sheet Metal Workers' International Association Local Union No. 104 and Monterey, San Benito, and Santa Cruz Counties of the Monterey Bay Area Sheet Metal Contractors' Association, Inc. effective July 11, 2006 through June 30, 2010 with the following amendments. All other terms not addressed shall remain the same.

1. TERM OF THE AGREEMENT: EFFECTIVE JULY 1, 2010 TO JUNE 30, 2013

A. EFFECTIVE JULY 1, 2010: The Employer agrees to the following wage and fringe increases:

Building Trades classification: \$3.00

Sheet Metal Specialist: \$1.90

Material Expediter: \$1.28

NOTE: \$0.15 of the above increase will be deducted from the Management's Industry Promotion Fund (IPF). However, Management has the right to increase the Industry Fund on the following anniversary dates during this Agreement at their discretion: July 1<sup>st</sup> and January 1<sup>st</sup> of each year.

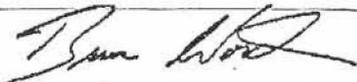
B. EFFECTIVE JULY 1, 2011: Wages and benefits shall be subject to reopener.

C. EFFECTIVE JULY 1, 2012: Wages and benefits shall be subject to reopener.

2. SERVICE ON CALL PROVISION - ITEM 19, SECTION E - Change language of the current Collective Bargaining Agreement to the language in the Collective Bargaining Agreement dated July 1, 1996 to June 30, 2000, Item 17, Section J, substituting thirty-five dollars (\$35.00) per day in place of twenty dollars (\$20.00) per day.

3. TRAVEL PAY - Compensation for travel pay as addressed in Item 10 shall be waived for the first twelve (12) months of this Agreement, effective July 1, 2010 through June 30, 2011.

4. Joint Apprenticeship Training Committee to explore interviewing applicants for Service Apprenticeship program.



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



Scott Strawbridge, Executive Director  
Monterey Bay Area Sheet Metal Contractors'  
Association, Inc.

DATE: 6-25-10

DATE: 6-25-10

166-104-10

# STANDARD FORM OF UNION AGREEMENT

AND

ADDENDA THERETO

BETWEEN

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 104

AND

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES  
OF THE MONTEREY BAY AREA SHEET METAL  
CONTRACTORS' ASSOCIATION, INC.

EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2010.



RECEIVED  
Department of Industrial Relations

JUL 25 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

Zone 4 – Includes all of Napa and Solano Counties. Dispatch and mileage point is 401 Nebraska Street, Vallejo.

Zone 5 – Includes all of Lake, Marin, Mendocino, and Sonoma Counties. Dispatch point is 610 E. Washington Street, Street C, Petaluma and mileage point is 1700 Corby Avenue, Santa Rosa.

Zone 6 – Includes all of Del Norte, Humboldt and Trinity Counties. Dispatch and mileage point is 9<sup>th</sup> and "E" Streets, Eureka.

Zone 7 – Includes all of Santa Clara County. Dispatch point is 2350 Lundy Place, San Jose and mileage point is 1<sup>st</sup> and Santa Clara Streets, San Jose.

Zone 8 – Includes all of Monterey, San Benito and Santa Cruz Counties. Dispatch point is 11060 Commercial Parkway, Castroville and mileage point is Market and Main Streets, Salinas for Monterey County; 5<sup>th</sup> and San Benito Streets, Hollister for San Benito County; and the Santa Cruz County Courthouse for Santa Cruz County.

SECTION B. Each employer signatory with SMWIA Local Union No. 104 to the SFUA and the various addenda thereto shall have free zone around the address of said employers shop which shall extend into any zone as established in paragraph "A" above. The zone shall extend thirty (30) air miles radius from the employers shop.

SECTION C. A signatory employer when working in a zone as per Paragraph "A" outside the zone in which the employer's shop is located may request sheet metal workers from the dispatch point established for that zone and for sheet metal workers so hired there shall be a free zone extending in a thirty (30) air mile radius from that zone's mileage point.

SECTION D. Employers not signatory to an Agreement with SMWIA Local 104 must employ from and utilize the dispatch point of the zone in which the job is located.

SECTION E. When transportation is furnished by the employee, the following shall apply:

1. Employees not furnished company transportation and traveling before the regular starting time and/or after the regular quitting time shall be paid eighty-five (\$.85) for each air mile traveled beyond the free zone.
2. Employees not furnished company transportation during working hours and required to report from shop to job, job to shop or job to job shall be paid forty-five cents (\$.45) per air mile traveled and forty-five cents (\$.45) per mile for each passenger if the driver is requested by the employer to transport said passenger.

SECTION F. When transportation is furnished by the employer, the following shall apply:

1. An employee provided a company truck on a continuous basis and traveling before the regular starting time and/or

#### **ITEM 10. TRAVEL, MILEAGE, ZONE AND SUBSISTENCE**

SECTION A. The established zones are as follows:

Zone 1 – Includes all of San Francisco County. Dispatch and mileage point is 1939 Market Street, San Francisco.

Zone 2 – Includes all of San Mateo County. Dispatch point is 858 Hinckley Road, Burlingame and mileage point is 703 B Street, San Mateo.

Zone 3 – Includes all of Alameda and Contra Costa Counties. Dispatch and mileage point is 1720 Marina Blvd., San Leandro and mileage point is Oakland City Hall, Oakland.

after the regular quitting time shall be paid forty cents (\$.40) for each air mile traveled beyond a 40 forty mile free zone for the purpose of computing travel time.

2. The Employer shall furnish, when possible, all transportation, but in no instance will an employee covered by this Agreement be required to travel in other than the factory-built passenger section of any vehicle. Exception to this requirement must be approved by the Union.

SECTION G. If an employee is required to report to the shop before starting for the jobsite and this is before the regular starting time, the thirty (30) air mile free zone shall not apply and the employee shall be compensated for all air miles traveled as stated in Paragraphs E-1 and F-1.

SECTION H. If an employee is required to report back to the shop after the regular quitting time, the thirty (30) air mile free zone shall not apply and the employee shall be compensated for all air miles traveled, as stated in Paragraphs E-1 and F-1.

SECTION I. There will be a five (5) air-mile-free zone from the employee's home if the employee reports directly to the jobsite.

SECTION J. Bridge Tolls: The employer agrees to reimburse the employee for bridge tolls incurred upon presentation of receipt for such tolls.

SECTION K. When driving a loaded company truck before starting time and after regular quitting time, it shall be considered work and will be paid for at one and one-half (1-1/2) times the regular wage rate. Service trucks carrying service material shall be considered as not loaded. In all other instances only saleable equipment and materials shall constitute a load. In those instances where it is a convenience for a member of Local 104 driving a company pick-up truck from home to job, or from job to home, the business representative of said Local 104 will use discretion in enforcement.

SECTION L. WAGE ZONE RATES [Monterey/San Benito Counties]: Wage Zone Rates 2 and 3 shall become free zones in addition to Zone 1. For those employees dispatched directly to job sites located in the wage zones, the following rates shall be added to the Zone 1 wage scale:

(a) Radiating from the mileage points in Monterey and San Benito Counties:

Zone 1	Under 10 miles	Free
Zone 2	10 miles & under 15 miles	Free
Zone 3	15 miles & under 20 miles	Free
Zone 4	20 miles & under 25 miles	\$1.41 per hr.
Zone 5	25 miles & under 30 miles	\$1.72 per hr.
Zone 6	30 miles & under 35 miles	\$2.03 per hr.
Zone 7	35 miles & under 40 miles	\$2.34 per hr.
Zone 8	40 miles and beyond;	subsistence Zone,

described in Item 10 - Section M.

#### SECTION M. SUBSISTENCE:

1. On a job requiring employees to remain away from home overnight, subsistence of not less than \$80.00 per day shall be

paid, or reasonable expenses if higher, for seven (7) days per week.

2. If an employee is requested to report to a subsistence job during working hours Monday and return to the home shop on Friday, he shall report to his home shop or dispatch point not later than quitting time Friday and subsistence shall be paid for only four (4) days. When subsistence area job is one day duration only, and employees are provided transportation and/or travel expense, they shall not also receive subsistence.

3. Any employee working on a subsistence job within the jurisdiction of any other local union affiliated with Sheet Metal Workers' International Association, whose subsistence rate is higher than the subsistence rate specified in this Agreement, shall receive the higher subsistence rate.

4. Travel time to and from a subsistence job for which the Employer furnished transportation shall be paid at the straight time rate and in addition, the employee shall be reimbursed for all bridge tolls and emergency expenses incurred en route.

5. Employees furnishing their own transportation to a subsistence job shall receive a transportation allowance as provided in Item 10 - Sections B & C, of this Addenda and, in addition thereto, shall be paid at the straight time rate for all travel time to and from such subsistence job and shall be reimbursed for all bridge tolls and emergency expenses incurred en route.

6. The foregoing shall also apply to all journeyperson sheet metal workers who are not members of Local Union 104, but who are working within the jurisdiction covered by this Agreement.

7. When an employee is living in the vicinity of the subsistence area jobsite and is unable to work because of illness, injury or inclement weather, he shall be paid subsistence for the days he is unable to work. This provision shall not apply for more than two (2) consecutive days due to illness or injury. Illness or injury must be verified by a doctor's certificate.

#### ITEM 11. PARKING

SECTION A: The Employer agrees to reimburse the employee for reasonable parking fees incurred, upon presentation of receipt, and the Union agrees that employees will accept and utilize, in lieu thereof, any reasonable parking facility provided by the Employer, at or within one quarter (1/4) mile of the shop or jobsite.

SECTION B. In lieu of paid parking, the employee has the option to use public transportation and the Employer will reimburse the employee for such cost, not to exceed the cost of parking.

SECTION C. On projects that require offsite designated parking, the employee will travel in on their time and travel out on the Employer's time. If parking is more than one quarter (1/4) mile from the job or shop, shuttle transportation will be provided by the Employer.

SECTION D. If any employee of the company receives a more favorable condition of this Item 11, Parking, such condition will apply to all employees covered by this Agreement.