



## **TRAVEL AND SUBSISTENCE 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**

166-104-1

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
BAY AREA ASSOCIATION OF SMACNA CHAPTERS  
AND**

**SMART, SMW LOCAL UNION NO. 104**

**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.

- 1) Extend the current CBA between the parties through June 30, 2019.

166-104-1

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION**  
LOCAL UNION No. 104  
MAIN ADMINISTRATION OFFICE

PHONE (925) 314-8600



FAX (925) 314-8620

2610 CROW CANYON ROAD, SUITE 300  
SAN RAMON, CALIFORNIA 94583-1547

February 10, 2011

**RECEIVED**  
Department of Industrial Relations

FEB 10 2011

Div. of Labor Statistics & Research  
Chief's Office

David Mar  
Department of Industrial Relations  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102  
dmar@dir.ca.gov

Dear Mr. Mar:

The purpose of this letter is to better clarify the Travel Provision of Local 104's Collective Bargaining Agreement, the letter of clarification you received on January 27, 2011 clarifying Section D under Item 11 of the Collective Bargaining Agreement, and our conversation of February 3, 2011.

Clarification of 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."

1) This language applies to Employers who have not signed a Collective Bargaining Agreement with SMW Local Union No. 104, but are signatory to another SMWIA Local Union, and who request workers from SMW Local 104. NOTE: Contractors signatory to other SMWIA Locals have the ability to send their employees into our jurisdiction to perform work; however, their point of reference for calculating travel and subsistence pay is from their shop to the jobsite location in which the work is being performed.

2) As for a nonunion/open shop contractor, Section D would only apply to manpower dispatched by Local 104 to such contractor if they were to request an apprentice under a DAS 140, or if such contractor was working under a Project Labor Agreement and request manpower through Local 104.

Should you have additional questions or need further clarification, please do not hesitate to contact me directly at 925.314.8600.

Sincerely,

Rick Werner  
Business Representative  
SMWIA Local Union No. 104

166-104-1

LETTER OF CLARIFICATION  
TO THE  
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 AND EXTENDED TO JUNE 30, 2013.

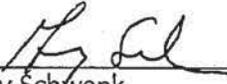
This Letter of Clarification hereby clarifies Item 11, Travel, Mileage and Subsistence, Section D, "Employers not signatory to an Agreement with SMWIA Local 104 must employ from and utilize the dispatch point of the zone in which the job is located."

**CLARIFICATION:**

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 for employees dispatched by Local 104 to the Employer.

For the purpose of determining travel pay for employees of Employers who are not signatory to an Agreement with SMWIA Local 104 and who do not employ workers from SMWIA Local 104 for work to be performed within the jurisdiction of SMWIA Local 104, the point of dispatch for such employees shall be the Employer's shop/place of business.

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

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

DATED: 7/28/10

DATED: 7/28/10

rw:jm opeiu #3

**RECEIVED**  
Department of Industrial Relations

JAN 27 2011

Div. of Labor Statistics & Research  
Chief's Office

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



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**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.

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## **ARTICLE IX - TOOLS AND TRANSPORTATION**

SECTION 2. Journeyperson, Apprentice, Pre-apprentice and Classified Sheet Metal Workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

**ITEM 11: TRAVEL, MILEAGE 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 point is 1720 Marina Boulevard, San Leandro, and mileage point is Oakland City Hall, Oakland.

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, Suite 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 Local 104 to the SFUA and the various Addenda thereto shall have a free zone around the address of said Employer's shop that shall extend into any zone as established in Section "A" above. The zone shall extend in a thirty (30) air-mile radius from the Employer's shop.

SECTION C. A signatory Employer, when working in a zone as per Section "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 cents (\$.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 (\$0.45) per mile for each passenger if the driver is requested by 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 after the regular quitting time, shall be paid forty cents (\$0.40) for each air-mile traveled beyond a forty (40) air-mile-free zone for the purpose of computing travel time.
2. The Employer will 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 Sections 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 Sections 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. Beyond five (5) miles, revert to Sections E and F.

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 ½) 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. When an employee is assigned to a jobsite and is required to remain overnight, he/she shall receive a minimum of one (1) day's subsistence. Each employee working on a subsistence job shall receive eighty dollars (\$80.00) for seven (7) days per week. The only alternative to payment of seven (7) days' subsistence is payment of subsistence for multiple days worked on the job, plus roundtrip travel expense or travel time, as provided herein. When a subsistence job is of one (1) day's duration only, and employees are provided transportation and/or travel expenses, they shall not also receive subsistence. If an employee is required by the Employer to perform work outside of the United States, travel pay and/or subsistence arrangements shall be negotiated.

SECTION M. When an employee is assigned to a subsistence job and fails to report to the jobsite at the regular starting time, he/she shall not receive subsistence for that day. When an employee is living in the vicinity of the jobsite and is unable to work due to legitimate illness, industrial injury or inclement weather, he/she shall be paid subsistence for the days he/she is unable to work. This provision shall not apply for more than two (2) consecutive days due to illness or injury. Illness must be verified by the job Foreperson or Employer. A medical certificate may be required.

## **ITEM 12. 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 designated offsite 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 represented by the United Association receives a more favorable condition of this Item 12 Parking, such condition will apply to all employees working at the jobsite or shop covered by this Agreement.

## **ITEM 14. VEHICLE IDENTIFICATION**

SECTION A. The Employer agrees to identify all vehicles used primarily to transport material, tools or equipment for work covered by this Agreement. The firm name and location must be affixed on both sides of each vehicle in a permanent manner, with legible letters. No employee may drive an unidentified company vehicle. Employees shall not affix company signs to

SECTION F. An applicant for employment may be registered on the out-of-work list at only one dispatch office at any time. Each applicant for employment shall be issued a job qualification card by the Union. At the time of application the dispatcher may require objective evidence of actual qualifications for the type of work listed by the applicant. Job qualification cards shall be deposited with the dispatch office at the time of registration.

An applicant wishing to change the office at which he/she is registered shall request his/her job qualification card and his/her name shall be stricken from the out-of-work list maintained at that office. An applicant may request his/her job qualification card be mailed to the dispatch office in which he/she registers.

SECTION I. **TRAVEL PROVISION** - No employee shall be allowed or required to relocate his/her job qualification card from one geographical dispatch office of Local 104 to another for purposes of circumventing the travel, mileage and subsistence language as defined under Item 11 of Addendum One of SFUA (A-01-05). To implement the above, no Employer shall be allowed to request by name, any employee who has, within thirty (30) calendar days, been employed within another dispatch area of Local 104 by the requesting Employer. While Employers from outside the jurisdiction may not be solicited, such Employers may, at the Employer's option, call one (1) Foreperson per jobsite by name, provided the thirty (30) calendar-day provision is adhered to. The thirty (30) calendar-day provision shall not apply when the employee is officially re-dispatched by the Hiring Hall due to the employee's chronological order of registration nor shall it apply when the call by name is required to secure an individual possessing special skills or qualifications. If it is necessary, at the discretion of a Business Representative, to refer applicants from another Local 104 dispatch office to fill a "call for applicants" in a specific area, the thirty (30) calendar-day provision shall not be applicable.