STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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

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

TRAVEL AND SUBSISTENCE PROVISIONS

FOR

METAL ROOFING SYSTEMS INSTALLER

IN

SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

166-104-1

MEMORANDUM OF UNDERSTANDING

by and between

BAY AREA ASSOCIATION OF SMACNA CHAPTERS

and

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL 104

The current Collective Bargaining Agreement dated July 1, 1994 through June 30, 1999 ("CBA") by and between Bay Area Association of SMACNA Chapters ("Association") and Sheet Metal Workers International Association Local 104 ("Union") shall be amended pursuant to the following conditions. All other conditions of the current contract, unless altered by this Memorandum of Understanding, shall remain the same. The agreement shall be extended to June 30, 2006.

1. The total economic monetary package shall be increased pursuant to the contract for the Commercial Building Trades Journeyperson as follows:

7/1/99	$1.25
7/1/00	$1.25
7/1/01	$1.25
7/1/02	$1.00
7/1/03	$1.00
7/1/04	$1.00
7/1/05	$1.10

RECEIVED
Department of Industrial Relations
JUL 22 1999
Div. of Labor Statistics & Research
Chief's Office

The total economic monetary package shall be increased pursuant to the contract for Light Commercial Journeypersons, Residential Journeyperson/Air Conditioning Specialist and Material Expediter as follows:

	Light Commercial Journeyperson	Residential Journeyperson/ A/C Specialist	Material Expediter
7/1/99	$1.05	$0.65	$0.39
7/1/00	$1.05	$0.65	$0.40
7/1/01	$1.05	$0.65	$0.40
7/1/02	$1.00	$0.65	$0.31
7/1/03	$1.00	$0.65	$0.32
7/1/04	$1.00	$0.65	$0.32
7/1/05	$1.00	$0.65	$0.35

Duplicate
Agreement for
166-104-1 166-104-
166-104-4 166-104-
166-104-7

RECEIVED
Department of Industrial Relations
FEB 27 1996
Div. of Labor Standards Enforcement
Chief's Office

STANDARD FORM of

UNION AGREEMENT

AND

ADDENDA THERETO

BETWEEN

LOCAL UNION No. 104
SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION

and

ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO,
NAPA, SANTA CLARA, SAN FRANCISCO, SAN MATEO,
SOLANO & SONOMA COUNTIES

of the

BAY AREA ASSOCIATION OF SMACNA CHAPTERS

effective July 1, 1994 to June 30, 1999

SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION
LOCAL UNION No. 104
1939 Market Street - Telephone 415 621-2930
San Francisco, California

R 2-5-96

STANDARD FORM OF UNION AGREEMENT
SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY
covering
ALAMEDA, CONTRA COSTA, SANTA CLARA, SAN FRANCISCO, SAN MATEO, MARIN, SONOMA, NAPA, SOLANO, LAKE AND MENDOCINO COUNTIES

This Agreement (SFUA Form A-3-89) [NORTH BAY ~ SFUA Form A-3-91] and applicable Addenda amending the July 1989 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 Marin, Sonoma, Mendocino, Lake, Humboldt, Del Norte, Trinity, Alameda, Contra Costa, San Mateo, Napa, Solano, Santa Clara, Santa Cruz, Monterey, San Benito and San Francisco 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.

This Agreement (SFUA Form A-3-89) [NORTH BAY ~ SFUA Form A-3-91]) and Addenda One, Two and Three, as well as any other applicable Addenda negotiated by the parties, shall be effective for work with purchase orders dated after final ratification of December 20, 1994, excluding wage/fringe benefit increases effective July 1, 1994.

ARTICLE I

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 air-veyor 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 duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

ARTICLE II

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice and preapprentice sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA shall be provided to the Employer.

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice and preapprentice sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

ARTICLE VI

SECTION 1. The regular working day shall consist of (see Addenda) hours labor in the shop or on the job between eight (8) a.m. and 4:30 p.m. and the regular working week shall consist of five (5) consecutive days at (see Addenda) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at (see Addenda) times the regular rate.

Employees shall be at the shop or project site at scheduled starting times each day and shall remain until quitting time.

SECTION 2. New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Day after Christmas Day or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: two (2) times the regular gross taxable hourly rate or as otherwise provided in the ADDENDA attached hereto.

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the local Union in advance of scheduling such work. Preference to overtime and holiday work shall be given to men on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written ADDENDA attached to this Agreement. Energy conservation--Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of (see Addenda) employees shall be governed by the

regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be (see Addenda) per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, apprentices and/or preapprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the journeymen employed on such work in the home shop or sent to the jobsite.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and Light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

SECTION 4. The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

SECTION 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen sheet metal workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another Union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed.

ADDENDUM NUMBER ONE
MARIN, SONOMA, MENDOCINO, LAKE, SAN MATEO, ALAMEDA, CONTRA COSTA, NAPA, SOLANO, SANTA CLARA AND SAN FRANCISCO COUNTIES OF CALIFORNIA

All firms signatory hereto are bound to the applicable Standard Form of Union Agreement. This Addendum modifies and/or amends those terms or conditions of the Standard Form Union Agreement 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 Standard Form of Union Agreement.

The amendments to the applicable SFUA and Addendum Number One, excluding wage/fringe increases effective July 1, 1994, shall become effective for work with purchase orders dated after final ratification of December 20, 1994.

ITEM 1. WAGE AND FRINGE SCHEDULES

Local 104 agrees to the goal of standardizing the fringe package throughout Local No. 104 where applicable.

SECTION A. Effective July 1, 1994, the former Wage and Fringe Schedule shall be increased by a total of twenty-one cents ($0.21) per hour as maintenance of benefits for Health Care and SUB/SHC.

SECTION B. Effective July 1, 1995 the wage/fringe increase shall be one dollar ($1.00) per hour, which shall be allocated as determined by the Local Union No. 104 members working under the terms and provisions of this agreement. Such allocations shall be made to wages, or to existing fringes, or to any new funds as may be mutually agreed to by the parties.

SECTION C. Effective July 1, 1996, the wage/fringe increase shall be one dollar ($1.00) per hour, which shall be allocated as determined by the Local Union No. 104 members working under the terms and provisions of this agreement. Such allocations shall be made to wages, or to existing fringes, or to any new funds as may be mutually agreed to by the parties.

SECTION D. Effective July 1, 1997, the wage/fringe increase shall be one dollar and ten cents ($1.10) per hour, which shall be allocated as determined by the Local Union No. 104 members working under the terms and provisions of this agreement. Such allocations shall be made to wages, or to existing fringes, or to any new funds as may be mutually agreed to by the parties.

SECTION E. Effective July 1, 1998, the wage/fringe increase shall be one dollar and ten cents ($1.10) per hour, which shall be allocated as determined by the Local Union No. 104 members working under the terms and provisions of this agreement. Such allocations shall be made to wages, or to existing fringes, or to any new funds as may be mutually agreed to by the parties.

SECTION F. Bargaining unit employees hereunder shall include owner/members. Owner/members are proprietors, partners or corporate owners or officers or anyone participating in the management of the Employer, but who also performs work pursuant to this Agreement and who has applied for and been granted owner/member status by the Union. Owner/members shall pay all fringe contributions and dues on all actual hours worked with the tools, pursuant to this Agreement, but with respect to Health and Welfare and National Pension contributions only, the actual hours worked under the collective bargaining agreement or the minimum contribution hours set from time-to-time by the Trustees of the Sheet Metal Workers Local 104 Health Care Plan in the case of Health Care contributions and the Board of Trustees of the Sheet Metal Workers National Pension Trust in the case of National Pension, whichever is greater. Notice of changes in any minimum contributions required for Health Care and/or National Pension shall be mailed post-paid to the owner/member at least thirty days in advance of the effective date of any such change. Any such notice shall be incorporated in this Agreement as if fully set out herein.

SECTION G. OUT-OF-AREA FABRICATION RATE: The wage/fringe rate of journeypersons (apprentices and pre-apprentices are excluded) performing the fabrication of materials in the shop for installation in an area outside the jurisdiction of SMWIA Local Union 104 and Monterey, San Benito, Santa Cruz, Humboldt, Trinity or Del Norte Counties whose rate is lower than other Local No. 104 areas, shall be reduced by an amount not to exceed $4.00 per hour. To assure that no individual or group of individuals is assigned

SECTION F. Employees shall have an eight (8) hour rest period when changing shifts.

SECTION G. The Local Union office and the shop or job steward shall be notified when shift work is practiced.

SECTION H. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ All shift work over the regular hours worked will be paid at the overtime rate of pay Monday through Friday.]

SECTION I. Upon request of the Employer the Union shall authorize a special shift for Energy Conservation and Retrofit work to be performed outside the regular workday in occupied buildings, if specified by the customer who must continue to operate his business in the normal manner. Two (2) Day Special Shift: Shall consist of no less than two (2) consecutive days (Monday - Friday) with eight (8) hours work for eight (8) hours pay PLUS 12% above the gross taxable Class II hourly rate. Employees shall have an eight (8) hour rest period when changing shifts (any work performed within the eight (8) hour rest period shall be paid at the appropriate overtime rate). The Special Shift shall begin no earlier than 12:01 a.m. Monday and shall end no later than midnight Friday. The employer shall notify the Union prior to starting shift work.

Any contractual reference pertaining to five (5) days for a Special Shift shall be changed to a minimum two (2) day Special Shift (consecutive Monday - Friday). There shall be eight hours of pay for eight (8) hours of work plus 12% above the Class II straight time hourly pay. These work hours and pay for Special Shift are for all Special Shift work which begins no earlier than 12:01 a.m. Monday and ending no later than midnight Friday.

SECTION J. [SANTA CLARA ~ The job must be over four (4) consecutive days duration or double time is to be paid for the four (4) days. If the job is of five (5) consecutive work days duration or over, the following shall prevail:]

SECTION K. [SANTA CLARA ~ Swing Shift: 4 days, 7 ½ hours, Friday 3-3/4 hours for 36 hours pay plus 10% of the Class II Journeyperson gross taxable hourly wage rate.]

SECTION L. [SANTA CLARA ~ Graveyard: 4 days, 7 hours, Friday 3 ½ hours for 36 hours pay plus 15% of Class II Journeyperson gross taxable hourly wage rate.]

SECTION M. [SANTA CLARA ~ Work performed on Saturday, Sunday, and Holidays shall be paid at the appropriate premium hourly rate of pay and in accordance with Item 7.]

ITEM 11. DETAILING

SECTION A. All shop and field details used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches are to be identified with the member's name and membership number affixed to a rubber stamp approved and furnished by the Local Union. [NORTH BAY, SAN FRANCISCO, SAN MATEO, SANTA CLARA ~ ITEM 35, Section A of Addendum One shall be applicable when detailing is performed by an employer.]

ITEM 12. TRAVEL, MILEAGE AND SUBSISTENCE

SECTION A. The following zones shall be established:

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

Zone 2 -- Includes all of the County of San Mateo. Dispatch and mileage point is 703 "B" Street, San Mateo.

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

Zone 4 -- Includes all of Napa and Solano Counties. Dispatch and mileage point is 404 Nebraska Street, Vallejo.

Zone 5 -- Includes all of Marin, Sonoma, Mendocino, Lake Counties. The dispatch and mileage point is 1700 Corby Avenue, Santa Rosa.

Zone 6 -- Includes Humboldt, Del Norte and Trinity Counties. Dispatch and mileage point is 9th and E Streets, Eureka.

Zone 7 -- Includes all of Santa Clara County. The dispatch point is 370 Umbarger Rd., San Jose and the mileage point is 1st and Santa Clara Streets, San Jose.

Zone 8 -- Includes all of Santa Cruz, Monterey and San Benito Counties. The dispatch point is in Castroville and the mileage point is Market and Main Streets, Salinas for Monterey County; 5th and San Benito St., Hollister for San Benito County; and the County Court House, Santa Cruz 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 paragraph "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 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 fifty-five cents ($.55) 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 twenty-five cents ($.25) per air mile traveled and twenty-five cents ($.25) 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. Employees furnished company transportation and traveling before the regular starting time and/or after the regular quitting time shall be paid thirty cents ($0.30) for each air mile traveled beyond the free zone. Irrespective of the provision described above or described elsewhere in this Item 12, an employee provided a company truck on a continuous basis shall recognize a 40 air mile free zone for the purpose of computing travel time.

2. 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.

3. The establishment of a pick-up point other than the permanent shop for the purpose of providing company transportation shall not be permitted.

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 30 air mile free zone shall not apply and the employee shall be compensated for all air miles traveled as stated in paragraph E-1 and F-1.

SECTION H. If an employee is required to report back to the shop after the regular quitting time, the 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 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. When an employee is assigned to a jobsite and is required to remain overnight, he/she shall receive a minimum of one day's subsistence. Each employee working on a subsistence job shall receive a minimum of forty dollars ($40.00) [SANTA CLARA ~ thirty-five dollars ($35.00)] per day, or actual expense if higher, 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 round trip travel expense or travel time as provided herein. When a subsistence job is of one day's duration only, and employees are provided transportation and/or travel expenses, they shall not also receive subsistence.

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 13. PARKING

SECTION A. [NORTH BAY ~ 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 at or in the vicinity of the jobsite by the employer.]

SECTION B. [NORTH BAY ~ Said parking facility shall not exceed one quarter (1/4) mile to the jobsite or transportation shall be provided by the Employer on the Employer's time.]

[SAN FRANCISCO ~ SECTION A. Applies only in situations where the Employer is not able to furnish free parking to the employees at the jobsite.]

[SAN FRANCISCO ~ SECTION B. If no free parking is available within a 4 city block radius from jobsite, then the amount of actual parking expense shall be paid when a dated and time stamped parking ticket is presented (where obtainable).]

[ALAMEDA/CONTRA COSTA, SAN MATEO ~ 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 at or within a one-half (½) mile radius of the jobsite by the employer.]

SECTION C. [SANTA CLARA ~ The employer agrees to reimburse the employee for reasonable parking fees incurred upon presentation of receipts and the Union agrees that the employees will accept and utilize in lieu thereof any reasonable parking facility provided at or in the vicinity of the job by the employer.

Travel allowance is to be paid one way only if employee quits work of his own choice.]

ITEM 14. HAZARD WORK (PREMIUM PAY)

SECTION A. [NORTH BAY, SAN FRANCISCO ~ Any employee required to work with or from a safety belt, swinging

shall be referred before Group B applicants. In the event a list of priority group registrants at any office is exhausted, the dispatcher shall ascertain whether any registrants of the same priority group are available at the other dispatch offices, and shall dispatch such registrants before dispatching applicants off the next lower priority group list.

SECTION H. Notwithstanding that dispatch shall normally be in chronological order of registration, a call for applicants possessing special skills or qualifications may be filled by dispatch of such applicant regardless of their place on the registration list. In addition, any currently registered Group A registrant may solicit Employers whose principal place of business is within the jurisdiction of Local 104 and who are signatory to this Agreement for the purpose of requesting such Employer(s) to call him/her by name. Such a call by name shall be honored by the dispatch office without regard to the applicant's place on the out-of-work list. Employers from outside the jurisdiction may not be solicited. Such employers may, at the Employer's option, call two (2) forepersons per job site by name.

SECTION I. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ 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 12 of Addendum One of SFUA (A-3-89) [NORTH BAY ~ A-3-91]. To implement the above; no employer shall be allowed to request by name any employee who has, within the prescribed number of 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 two (2) forepersons per jobsite by name provided the prescribed number of calendar days* provision is adhered to. The prescribed number of calendar days* 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 the Business Representatives, to refer applicants from another Local 104 dispatch office to fill a "call for applicants" in a specific area, the prescribed number of calendar days* provision shall not be applicable. [*NORTH BAY ~ 60 days) [*SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ 30 days).]

SECTION J. An applicant who is hired and who receives, through no fault of his/her own, less than 11 days work, shall, upon re-registration, be restored to his/her appropriate place within his/her priority group; [NORTH BAY ~ provided, however, that during any period deemed by the union, in its sole discretion, to be a period of persistent unemployment, the area dispatch office may post a rule that no applicant may be dispatched to more than one (1) short call within 30 calendar days in order to assure that available work opportunities are fairly distributed among applicants registered for employment. Such rule shall not apply in the event re-dispatch is required by a call for recognized special skills or qualifications or pursuant to a name call by a contractor signatory to this agreement; nor shall such rule apply in the event other applicants are not available during dispatch hours nor in the event that there have been sufficient short calls within the 30 day period to substantially meet purposes of the institution of the rule.] An applicant who refuses three (3) dispatches shall be dropped to the bottom of his/her priority group out-of-work list.

SECTION K. Registration or re-registration shall be done in person by the person seeking to register as available for dispatch. In order for an applicant to maintain his/her place on the referral list "B" he/she must appear for "roll call" day and sign in during dispatching hours on at least two (2) roll call days during any month. Failure to make roll call at least twice during a month will result in removal from the list. Roll call days and hours shall be posted at the dispatch office.

SECTION L. Adequate records shall be maintained at the dispatch office to assure that the procedures set forth herein are being administered in accordance with this Agreement. Applicants for employment shall have reasonable access to such records upon request of the dispatcher to assure compliance herewith. A copy of these procedures will be posted at each dispatch office.

In addition to the posting of these procedures, posting of the Immigration and Naturalization Service requirements for verification of employment eligibility shall be posted at the dispatch office.

SECTION M. There is hereby established a Joint Referral Appeals Committee which shall be composed of an equal number of representatives selected by the signatory SMACNA Chapters and by the Union. In the event of a deadlock over any matter coming before the Committee, Management and Labor shall mutually agree to the appointment of an independent third party who shall act as the tie-breaker.

R 2-5-96

[redacted]

ADDENDUM NUMBER TWO
TO
STANDARD FORM OF UNION AGREEMENT
FOR
ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, NAPA, SANTA CLARA, SAN MATEO, SAN FRANCISCO, SOLANO & SONOMA COUNTIES

All firms signatory hereto are bound to the applicable Standard Form Union Agreement and Addendum 1. This Addendum modifies and/or amends those terms or conditions of the Standard Form Union Agreement and Addendum #1 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 Standard Form Union Agreement and Addendum #1.

ITEM 1 - AREA AND TERM OF CONTRACT

This contract extension to the applicable Standard Form Union Agreement and Addenda, excluding wage/fringe increases, effective July 1, 1994, shall become effective for work with purchase orders dated after final ratification of December 20, 1994, by and between the applicable Sheet Metal & Air Conditioning Contractors' Association, Inc., SMACNA Chapter, also known as SMACNA and Bay Area Association of SMACNA Chapters, and Local Union 104 of the Sheet Metal Workers' International Association and shall remain in full force and effect through June 30, 1999.

ITEM 2 - DEFINITIONS

A. Light Commercial: No height restrictions with an HVAC contract price of $250,000 or less. [SAN FRANCISCO ~ $50,000.]

[NORTH BAY, SAN FRANCISCO ~ The total HVAC contract price for Light Commercial Projects is to include all costs for equipment, diffusers, controls, etc. as well as duct fabrication and installation. The cost of equipment, diffusers, controls etc. will not be applicable when/if existing jobsite units, diffusers, controls, etc. are retained for re-use on the same bid package due to the general contractor, owners and/or customer so mandating. If the purchase and placement of new units has been put to bid as a separate bid pack and can be so verified; the cost of said equipment shall not be applicable to the total HVAC contract price.]

[ALAMEDA/CONTRA COSTA, SAN MATEO ~ LIGHT COMMERCIAL: No height restrictions with an HVAC contract price, effective December 20, 1994, of $250,000 equipped with packaged units or a unitary system. Job dollar values shall include a wholesale quoted price for equipment which has been provided by the awarding agency. The light commercial job dollar value shall not include amounts for sub-contracts for non-covered work.]

[SANTA CLARA ~ A structure equipped with self-contained package units or self-contained unitary package systems. Work normally covered under the Standard Form of Union Agreement shall be included in the cost factors used to determine the contract price. All equipment shall be included in the contract price.]

The dollar CAP is to be reviewed by the Task Force every six (6) months with adjustments, if necessary, to be made no later than twelve (12) months. If the parties cannot agree then this issue would go to the National Joint Adjustment Board per Article X, Section 8.

B. Tenant completion work may be performed under this Addendum providing: the contract price is [NORTH BAY ~ $220,000] [SAN FRANCISCO ~ $50,000] [ALAMEDA/CONTRA COSTA, SAN MATEO, SANTA CLARA ~ $150,000] or less.

[ALAMEDA/CONTRA COSTA, SAN MATEO ~ TENANT COMPLETION: Only that work extending from an existing trunk line or an existing water or air loop to registers and/or diffusers.

1. Said work secured in conjunction with and as part of the original HVAC contract on a structure not meeting

RECEIVED
Department of Industrial Relations
FEB 13 1996
Div. of Labor Statistics & Research
Chief's Office

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 an A/C Specialist journeyperson or Light Commercial journeyperson.]

G. [NORTH BAY, SAN FRANCISCO ~ Air Conditioning Specialists shall be allowed to install metal fireplaces and related materials.]

H. [NORTH BAY, SAN FRANCISCO ~ When an A/C Specialist directs five (5) others (A/C's shall not direct journeypersons), he/she shall receive 5% over the Class II gross taxable hourly wage of this agreement. Parties shall meet and determine a rate for employees (A/C Specialists) directing in excess of five (5) others at a jobsite at such time as said practice begins.]

[ALAMEDA/CONTRA COSTA, SAN MATEO ~ Air Conditioning Specialists directing two or more others at a job site shall receive 60 cents per hour above the gross taxable hourly wage rate of this agreement and the parties shall meet and determine a rate for such employees directing 5 or more others at a jobsite at such time as said practice becomes prevalent.]

I. [ALAMEDA/CONTRA COSTA, SAN MATEO ~ Service Technicians, Service Technician Trainees and Service Technician Applicants employed by an Employer under the terms of the Service Addendum may be utilized on the work covered by this Addendum so long as the use on said work does not exceed the ratio on that work provided for in this Addendum.]

J. [ALAMEDA/CONTRA COSTA, SAN MATEO ~ Recognizing that Air Conditioning Specialists and Air Conditioning Specialist Trainees and Air Conditioning Specialist Applicants require direction and assistance in the performance of the installation of materials and equipment necessary for the completion of a new construction heating and/or air conditioning system, the Employer shall attempt, when and where possible, to have such employees work in conjunction with a Journeyperson.

On Light Commercial projects, an Air Conditioning Specialist Trainee may not work by himself/herself except for delivery or clean-up or if the A/C Specialist or Journeyperson assigned to the job has been temporarily called off the jobsite or is absent due to circumstances beyond the contractor's control. Said Employees may continue to work alone on Residential projects.]

ITEM 5 - WORK WEEK AND OVERTIME PAY

A. All areas within the jurisdiction of SMWIA Local No. 104 that are performing work under a Light Commercial Addendum shall have a regular work week consisting of a forty (40) hour work week eight (8) hours per day between 8:00 a.m. and 4:30 p.m. Monday through Friday.

B. All work performed before or after regular working hours shall be overtime. Overtime shall be paid at time and one half for the first two (2) hours of overtime each day, Monday through Friday. The first eight (8) hours on Saturday shall be at time and one half. All other overtime, including Sundays and Holidays, shall be at the double time rate. Overtime shall be paid (as applicable) at the time and one half or double the straight time gross taxable hourly rate of pay.

C. [SANTA CLARA ~ Holidays shall be as defined in Addendum 1. In addition six (6) Floating Holidays to be designated by Labor/Management subject to Task Force resolve.]

ITEM 6 - TRAVEL

A. 40 air mile radius free zone from Employer's shop if employees are furnished company transportation on a continuous basis.

B. 30 air mile radius free zone from Employer's shop if employees are not furnished company transportation.

C. 5 air mile radius free zone from employee's home if the employee reports directly to jobsite.