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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

METAL ROOFING SYSTEMS INSTALLER

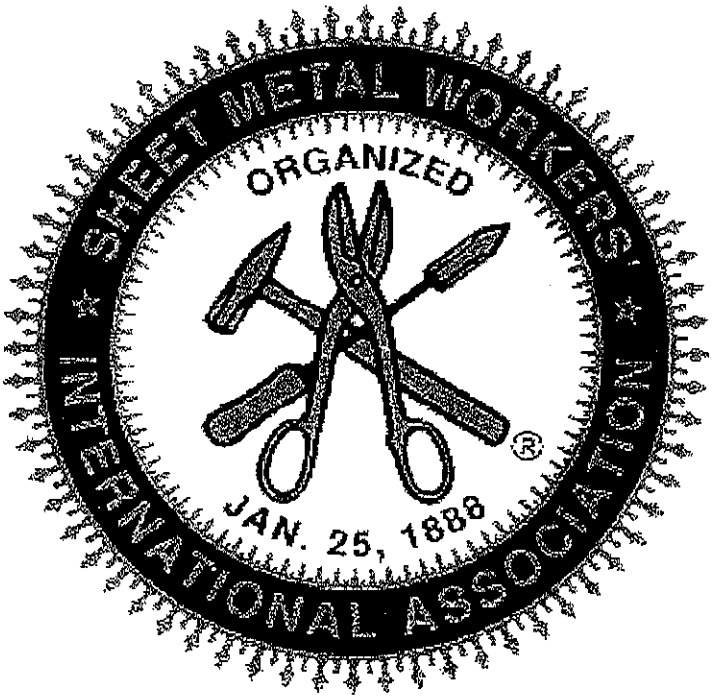
IN

SAN DIEGO COUNTY

166-206-1

BUILDING TRADES CONTRACTS

SMWIA, LOCAL NO. 206



SAN DIEGO & IMPERIAL COUNTIES

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JULY 1, 2001 through JUNE 30, 2006

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION No. 206

ADDENDUM
TO THE
STANDARD FORM OF UNION AGREEMENT A-07-01

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-07-01, 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.

ADDENDUM NO. 1
DEFINITION OF EMPLOYEES

Any person employed by the Employer to perform any of the work covered under Article 1, Section 1, of the Standard Form of Union Agreement is defined as, and hereinafter called, 'Employee.' Employees under this agreement shall consist of Journeymen, Apprentices, Sheet Metal Technicians, and Utility Workers. The minimum rates of pay and scope of work for each classification of Employees shall be as defined in this Agreement, or as agreed upon by the parties.

ADDENDUM NO. 2
JOURNEYMAN WAGE PACKAGE

Effective Date	Hourly Taxable Wage	Local Training Fund	National Pension Fund	ITI, NEMI SMOHIT SMWSF	So Cal Pension	So Cal Health	401(k) *(a) Plan	Industry Fund*	Total Package	
7/01/01	26.41	0.38	1.97	0.16	3.01	3.86	0.25	0.42	36.46	
7/01/02									37.46	
7/01/03									38.96	1.50
7/01/04									40.46	1.50
7/01/05									41.96	1.50

a. Camp Pendleton. The parties agree that in view of the distances traveled to locations within the boundaries of Camp Pendleton, and in view of the hazards and other uncertainties of work on this reservation, all work performed at Camp Pendleton shall be paid at the following wage and benefit rates.

Effective Date	Hourly Taxable Wage	Local Training Fund	National Pension Fund	ITI, NEMI SMOHIT SMWSF	So Cal Pension	So Cal Health	401(k) (a) Plan	Industry Fund*	Total Package
7/01/01	28.41	0.38	1.97	0.16	3.01	3.86	0.25	0.42	38.46
7/01/02									39.46
7/01/03									40.96
7/01/04									42.46
7/01/05									43.96

b. "For Cause" and/or post-accident drug/alcohol testing of Employees may be required. Such testing shall be at the discretion and expense of the Employer and shall conform to the provisions set forth in the SMWIA, Local No. 206/SMACNA of San Diego Drug and Alcohol Policy.

c. Substance abuse testing programs mandated by federal agencies, such as the U. S. Department of Transportation, or by other users of construction services, may contain testing requirements not covered in this program. In such an event, the mandated requirements shall be made a part of this program for the duration of the work involved only upon mutual agreement with the Union.

d. Upon award of any contract requiring a drug test (other than the pre-employment drug test required before dispatch), the signatory contractor shall post in the place or places normally used for posting notices to employees, those portions of the contract documents identifying the job test requirements.

e. Additionally, upon award of the above mentioned contract, the Local 206 Business Office shall be notified and supplied with copies of the posted documents to allow for their posting in the Local 206 office. Members to be dispatched to jobs having additional drug and alcohol testing requirements as stated above, shall be notified prior to dispatch.

f. If a job requiring additional drug and alcohol testing is the only job available to an Employee, that fact must be made clear to the Employee prior to any request for drug testing.

ADDENDUM NO. 15
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.

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 $45.00 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 $45.00 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 NO. 16
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 rate of $0.34 per mile.

DETAILERS
ADDENDUM NO. 20

a. A Detailer is a Journeyman Sheet Metal Worker capable of performing all items of work covered under Article 1, Section 1 of the Standard Form of Union Agreement, plus the advanced ability to research and prepare detailed shop drawings in their entirety from the use of civil, architectural, structural, electrical, mechanical drawings and specifications, and job site conditions. When employed as a Detailer, an Employee shall receive 10% over Journeyman scale.

b. A Foreman or a General Foreman may perform the duties of the Detailer and Foreman functions. This shall not be construed to mean additional pay as a Detailer to the Foreman and/or General Foreman.

c. Minor field sketches may be done at the Journeyman rate.

d. For the purposes of training and providing opportunities for the Journeyman applicant who desires to become a Detailer, the parties hereto establish a category of Employee called 'Detailer-Applicant'. The purpose of this category is to encourage (and make it economically feasible for) the Employer to train employees in this highly skilled segment of the industry. To be eligible to become a 'Detailer-Applicant', the Employee must have satisfactorily completed the required J.A.T.C. courses offered in 'Blue-Print Reading' and 'Detailing.' The rates of pay for a 'Detailer-Applicant' will be based on hours of on-the-job training as follows:

First 500 hours @ Journeyman Scale
Next 500 hours @ Journeyman Scale plus 2 ½%
Next 500 hours @ Journeyman Scale plus 5%
Next 500 hours @ Journeyman Scale plus 7 ½%

The applicant must receive a satisfactory evaluation from the employer and work the proper number of on-the-job training hours before advancing to the next higher wage scale. Thereafter, the Employee, when performing the function of a Detailer, must be paid the full Detailer scale, in accordance with this Addendum. The Employee cannot be required, or permitted, to either extend his hours in each category or to voluntarily reduce his category. All 'Detailer-Applicants' must be registered with the Union and/or JATC as being a participant in this program. Anyone performing the work of a Detailer who is not registered as a 'Detailer-Applicant' must receive the full Detailer rate of pay. The Employer and the 'Detailer-Applicant' will be jointly responsible for reporting on the evaluation form to the Union the hours of on-the-job training received by the 'Detailer-Applicant' on a quarterly basis.

ADDENDUM NO. 21
PARKING

a. Employees working in downtown San Diego, where adequate free parking is not provided, shall receive $5.00 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.

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

ADDENDUM NO. 22
SHIFT WORK

a. Shift work shall be allowed on all construction and all shop work, only upon mutual agreement with the union.

b. Shift work shall be allowed on consecutive 5-day periods (4 consecutive days if 4-10's are worked) for days and hours other than those defined in Addendum 10, Working Hours (6 a.m. to 4:30 p.m. Monday through Friday).

c. The Local Union Business Office, the Shop or Job Steward and Employee must be notified 72 hours prior to when shift work is to be practiced.

d. Employees must have an eight (8) hour rest period when changing shifts.

e. Overtime rates on shift work shall be accordance with the provisions of Addendum 12.

f. In addition to sub-sections a. through e. above, the following provisions shall apply to all shifts worked in the shop.

1. The Swing Shift in the shop shall begin no later than 5:30 p.m. and the Graveyard Shift in the shop shall begin no later than 1 a.m.

2. Employees on the swing shift in the shop shall receive eight (8) hours pay for seven and one-half (7 1/2) hours worked.

3. Employees on the graveyard shift in the shop shall receive eight (8) hours pay for seven (7) hours worked.

b. In addition to sub-sections a. through e. above, the following provisions shall apply to all shifts worked in the field

1. For work in the field, there shall be no shift premium pay for shifts of five (5) days duration or longer.

2. For shifts in the field of less than five days duration the following shift premiums shall apply:

a. Employees on the Swing Shift shall receive eight (8) hours pay for seven and one half (7 1/2) hours worked.

b. Employees on the Graveyard Shift shall receive eight (8) hours pay for seven (7) hours worked.