

## DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director - Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

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



**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES  
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

**INTERIM DETERMINATION FOR THE CRAFT OF #SHEET METAL WORKER**

**ISSUE DATE:** September 10, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013 \*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**This determination applies to projects advertised for bids on or after September 20, 2012.** These rates supersede the Sheet Metal Worker wage rates issued in the following General Prevailing Wage Determination: ALA-2012-2, CON-2012-2, DEL-2012-2, HUM-2012-2, LAK-2012-2, MAR-2012-2, MEN-2012-2, NAP-2012-2, SFR-2012-2, SMA-2012-2, STC-2012-2, SOL-2012-2, SON-2012-2 and TRI-2012-2.

**LOCALITY:** All localities within San Francisco County (7 HOURS WORKED)

CLASSIFICATION (Journey person)	Employer Payments						Straight-time		Overtime Hourly Rate		
	Basic Hourly Rate <sup>a</sup>	Health and Welfare <sup>b</sup>	Pension	Vacation/ Holiday	Training	Other Payments <sup>c</sup>	Hours	Total Hourly Rate	Daily <sup>d</sup>	Saturday <sup>d</sup>	Sunday/ Holiday
Sheet Metal Worker	\$50.80	12.86	18.62	-	1.21	1.15	7	\$84.64	\$110.04	\$110.04	\$135.44

**LOCALITY:** All localities within Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Mateo, Santa Clara, Solano, Sonoma and Trinity Counties

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	Basic Hourly Rate <sup>a</sup>	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments <sup>c</sup>	Hours	Total Hourly Rate	Daily	Saturday	Sunday/ Holiday
Light Commercial Sheet Metal Worker	\$45.17	12.86 <sup>b</sup>	18.32	-	1.21	1.15	8	\$78.71	\$101.30 <sup>e</sup>	\$101.30 <sup>e</sup>	\$123.88
Service Mechanic Total Sheet Metal Contract ≤\$200,000)	\$32.53	12.49 <sup>f</sup>	11.82	-	1.21	1.15	8	\$59.20 <sup>g</sup>	\$75.47 <sup>g</sup>	\$75.47 <sup>g</sup>	\$91.73
Service Technician Total Sheet Metal Contract ≤\$200,000)	\$28.41	12.49 <sup>f</sup>	8.17	-	1.21	1.15	8	\$51.43 <sup>g</sup>	\$65.64 <sup>g</sup>	\$65.64 <sup>g</sup>	\$79.84

*Continued on next page.*

A/C Journeyman (Total Sheet Metal Contract ≤\$200,000)	\$29.97	12.51 <sup>b</sup>	7.93	-	1.19	1.15	8	\$52.75	\$67.74 <sup>e</sup>	\$67.74 <sup>e</sup>	\$82.72
A/C Specialist (Total Sheet Metal Contract ≤\$200,000)	\$25.29	12.49 <sup>f</sup>	3.45	-	1.19	1.15	8	\$43.57	\$56.22 <sup>e</sup>	\$56.22 <sup>e</sup>	\$68.86

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>

<sup>a</sup> Includes amount for vacation/holiday and dues check which are factored into overtime.

<sup>b</sup> Includes SMOHIT and SHC

<sup>c</sup> Includes \$0.44 for SUB

<sup>d</sup> Rate applies to the first 2 daily overtime hours Monday – Friday and the first 7 hours on Saturday. All other time is paid at the Sunday and Holiday overtime hourly rate.

<sup>e</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other time is paid at the Sunday and Holiday overtime hourly rate.

<sup>f</sup> Includes SHC

<sup>g</sup> Rate applies to the first 4 daily overtime hours and the first 8 hours on Saturday. All other time is paid at the Sunday and Holiday overtime hourly rate.

\*\* Effective July 1, 2013 there will be an increase of \$3.50 for the Sheet Metal Worker, \$2.75 for the Light Commercial Sheer Metal Worker, \$2.10 Service Mechanic (Total Sheet Metal Contact ≤ 200,000), \$1.80 for the Service Technician (Total Sheet Metal Contact ≤ 200,000), \$1.85 for the A/C Journeyman (Total Sheet Metal Contact ≤ 200,000), and \$1.55 for the A/C Specialist to be allocated to wages and/or benefits. Effective July 1, 2014 there will be an increase of \$3.50 for the Sheet Metal Worker, \$3.50 for the Light Commercial Sheer Metal Worker, \$2.65 Service Mechanic (Total Sheet Metal Contact ≤ 200,000), \$2.30 for the Service Technician (Total Sheet Metal Contact ≤ 200,000), \$2.35 for the A/C Journeyman (Total Sheet Metal Contact ≤ 200,000), and \$2.00 for the A/C Specialist to be allocated to wages and/or benefits.

There are no further increases applicable to this determination.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



## **HOLIDAY 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

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
SMWIA LOCAL UNION NO. 104  
AND  
BAY AREA ASSOCIATION OF SMACNA CHAPTERS  
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.

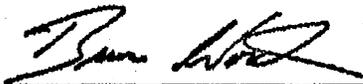
**ADDENDA ONE**

1) The CBA shall be extended as follows: July 1, 2012 through June 30, 2016

5) Apprentices: The Bay Area Apprenticeship Trust and the sheet metal industry employers have the obligation to ensure that all Building Trades apprentices have exposure to and training in the multiple skills of the industry. If by June 30, 2013, the bargaining parties determine this goal is not being achieved as documented by the training records, the Trust will, effective January 1, 2014, remove and rotate (to another employer) all apprentices not in compliance with the Trust's stated training goals. For those apprentices subject to rotation among employer(s), rotation shall occur every six (6) months for the first two (2) years of their apprenticeship and continue until the training is meeting the scheduled objectives.

For all apprentices subject to rotation among employers, after the apprentice has completed two (2) years with minimum exposure of four employers, or rotation of duties within a single employer, at the request of the apprentice and employer, the apprentice may elect to be reassigned and/or, subject to available employment, remain with any employer of their choice for the last thirty-six (36) months of their apprenticeship.

When an employer shows willful disregard for the obligation to train in multiple skills, apprentices removed from their employer shall not be replaced.



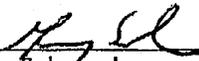
Bruce Word  
Business Manager/President  
SMWIA Local Union No. 104

8.10.12

Date

bw:jm opeiu #3

8.10.12



Gary Schwenk  
Executive Vice President  
Bay Area SMACNA

AUGUST 19, 2012

Date

**MEMORANDUM OF UNDERSTANDING ("MOU")  
BY AND BETWEEN  
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 104  
AND  
BAY AREA SMACNA**

**STANDARD FORM OF UNION AGREEMENT ("SFUA") ADDENDUM ONE AND TWO  
EXTENSION**

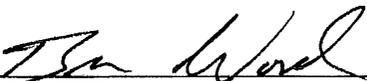
This MOU extends all contractual terms and conditions, with the exception of the wages noted below, of the current (July 1, 2006 – June 30, 2010) SFUA and Addendum One and Two between the parties, effective December 11, 2008 through June 30, 2013.

**ADDENDUM NUMBER ONE TO THE SFUA ITEM 1. WAGE AND FRINGE  
SCHEDULE, SECTION A**

	<b>7.1.09</b>	<b>7.1.10</b>	<b>7.1.11</b>	<b>7.1.12</b>
<b>Building Trades</b>	\$3.50	\$4.00	Wage Reopener	Wage Reopener
<b>Material Expediter</b>	\$1.25	\$1.45	Wage Reopener	Wage Reopener

**LIGHT COMMERCIAL ADDENDUM NUMBER TWO TO THE SFUA ITEM 5.  
WAGES**

	<b>7.1.09</b>	<b>7.1.10</b>	<b>7.1.11</b>	<b>7.1.12</b>
<b>Light Commercial</b>	\$3.50	\$4.00	Wage Reopener	Wage Reopener
<b>New Residential JP</b>	\$2.20	\$2.50	Wage Reopener	Wage Reopener
<b>AC Specialist</b>	\$1.80	\$2.10	Wage Reopener	Wage Reopener
<b>Service Tech</b>	\$2.15	\$2.45	Wage Reopener	Wage Reopener

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

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

DATED: 12/11/08

DATED: 12/11/08

bw:jm opeiu #3

**RECEIVED**  
Department of Industrial Relations

DEC 19 2008

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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Department of Industrial Relations  
JUL 17 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  
925.314.3600

**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.

## **ITEM 8. HOLIDAYS**

SECTION A. The following days are recognized holidays:

New Year's Day, Presidents' Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day and day after Christmas or days locally observed as such. Any holiday falling on Saturday shall be observed on the previous Friday. Any holiday falling on a Sunday shall be observed on the following Monday.

SECTION B. When Christmas falls on Friday, Saturday or Sunday, Friday and Monday shall be observed as the contract holidays.



## **SCOPE OF WORK PROVISION**

FOR

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**All Classifications EXCEPT**

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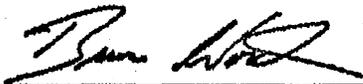
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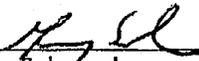
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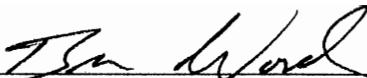
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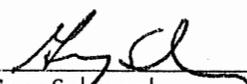
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**----- LIGHT COMMERCIAL ADDENDUM NUMBER TWO TO THE SFUA ITEM 5.  
WAGES**

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

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



February 22, 2007

## ADVISORY SCOPE OF WORK

Please note that this advisory scope of work does not apply for metal roofing systems work in the counties where we have issued prevailing wage rates for the Metal Roofing Systems Installer. Please refer to the statewide general prevailing wage determinations for the Metal Roofing Systems Installer on pages 2J to 2J-15.

166-104-1

**STANDARD FORM OF  
UNION AGREEMENT**

AND  
ADDENDA THERETO  
BETWEEN

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 104**

AND  
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EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2010



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2610 CROW CANYON ROAD, SUITE 300  
SAN RAMON, CA 94583  
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**ARTICLE I – SCOPE OF WORK**

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 HVAC systems, air-veyor systems, exhaust 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 ductwork; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

**RULES GOVERNING USE OF CONDUIT AND FLEXIBLE DUCT FOR SUPPLY  
AND/OR RETURN SYSTEMS**

**A. GENERAL**

1. The use of conduit and flexible duct is divided into categories:

(A) Airtight (high pressure)

(B) Conventional

2. The classification of a system for this purpose will not be determined by static pressure or velocity, but rather by the following requirements:

(A) A high pressure system will have airtight ductwork of special construction. It will be made airtight by mechanical means such as welding, gasketing and/or a high pressure sealant.

(B) In addition, for a system to be considered high pressure, it must have pressure reduction devices such as one of the following:

- a. Pressure reducing valve lined duct.
- b. Pressure reducing valve with sound trap.
- c. Attenuation box with pressure reducing valve.
- d. Double duct, or mixing box with valves.
- e. Peripheral high velocity systems.

3. Any supply system that does not have both airtight construction and a pressure reduction device will be considered a conventional system.

4. The requirements in number 2 above, refer to both supply and return systems, except in addition to the aforementioned, a high velocity return system must have metal flues or metal risers to be considered high pressure and be of airtight construction to qualify.

B. CONVENTIONAL SYSTEMS (above ground)

1. The use of flexible duct is not permitted on a conventional system, except where a special type of outlet requiring an "in-between" connection is necessary. This connection may be made by using one (1) seventy-two (72)-inch maximum length of flexible duct.

C. HIGH PRESSURE SYSTEMS (airtight)

1. Peripheral systems (single or double duct)

- a. The use of conduit shall not be restricted.
- b. Flexible duct may be used where a special type of outlet requiring an "in-between" connection is necessary; this connection may be made by using one 72 inch maximum length flexible.

For the purpose of this Agreement, conduit is defined as a metal conveyor for the distribution of air in high velocity air conditioning and/or heating and ventilation systems. Round fitting of 22 gauge and heavier are included in this definition.

These provisions are applicable only to commercial installations in the City and County of San Francisco].

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SECTION C. These terms and conditions shall apply to employees performing the work covered by this Agreement on a continuous basis, Building Trades Service Journeypersons and Building Trades Service Apprentices.

SECTION E. **PERSONAL TOOLS** - The employee shall provide for themselves the following set of tools: assorted screwdrivers, pliers (dikes, needle nose, channel locks, lineman pliers), sheet metal hammer, ball peen hammer, assorted nut drivers, assorted crescent wrenches (4" through 12"), one tool belt, one tool box, 1/2", 3/8" and 1/4" socket sets, flashlight, 12' tape measure, hacksaw frame and small set of Allen wrenches. These tools shall have total monetary cost not to exceed four hundred fifty dollars (\$450.00). The Employer shall provide all special tools and instrumentation.

LIGHT COMMERCIAL  
ADDENDUM NUMBER TWO  
TO  
STANDARD FORM OF UNION AGREEMENT

Light  
Commercial  
Addendum  
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All firms signatory hereto are bound to the Standard Form Union Agreement (A-01-05), hereinafter "SFUA," and Addendum One. This Addendum modifies and/or amends those terms or conditions of the SFUA and Addendum One 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 SFUA and Addendum One.

**ITEM 1. AREA AND TERM OF ADDENDUM**

SECTION A. This Addendum applies to all light commercial work performed by employees covered by Local 104's SFUA and Addendum One.

SECTION B. Item 5 of this Addendum is effective July 1, 2006 for all light commercial work regardless of the date of bid or purchase order.

All other Items of this Addendum are applicable only to light commercial work done pursuant to bids or purchase orders dated after June 29, 2006, the date of ratification of this Addendum.

SECTION C. Light commercial work done pursuant to bids or purchase orders dated on or before June 29, 2006, shall be governed by the terms (other than wages/fringes) of the Light Commercial Addendum that was appended to the 1994 - 2006 SFUA.

SECTION D. This Addendum shall remain in full force and effect until June 30, 2010.

**ITEM 2. DEFINITIONS**

SECTION A. Light Commercial includes any HVAC systems or architectural sheet metal work with a contract price of two hundred thousand dollars (\$200,000.00) or less, with no height restriction, unlimited dollar amount on pre-engineered, pre-manufactured metal roofing and siding.

SECTION B. In calculating the two hundred thousand dollar (\$200,000.00) limit on HVAC systems, the contract price shall include all costs for equipment, diffusers, controls (except propriety control systems by others), detailing, etc., as well as all duct fabrication and installation.

SECTION C. Job Notification: Employers are required to notify Employees prior to performing any work covered by this Agreement.

**ITEM 3. CLASSIFICATIONS**

SECTION A. Effective July 1, 2006, the following classifications shall be eligible to perform work under this Addendum as addressed: Building Trades/Light Commercial Journeyman,

Increase

Building Trades Apprentice, Pre-apprentice, Service Mechanic, Service Technician/Apprentice, New Residential Journeyman and Air Conditioning Specialist/Apprentice/Applicant.

SECTION B. New Residential Journeymen, Air Conditioning Specialists and Air Conditioning Specialist Apprentices/Applicants in the employ of the contractor shall be eligible to perform work in the field only.

#### SECTION C.

I. The parties hereby agree to establish a voluntary 216-hour training program that will be made available to any full-step Air Conditioning Specialist who has three (3) or more years' experience. Upon successful completion of the program, including the exit exam, they shall obtain New Residential Journeyman status.

II. A contractor may sponsor a full-step Air Conditioning Specialist (currently in their employ for a minimum of twelve (12) months with four (4) years' or more experience), to become a New Residential Journeyman. Such request must be in writing on company letterhead and addressed to the Local Union.

III. During periods of time when the industry is experiencing labor shortages in the residential market and Local Union No. 104 is advertising the New Residential Journeyman test for recruiting, a full-step Air Conditioning Specialist (with four (4) years' or more experience) shall be eligible to challenge the New Residential Journeyman test.

IV. A New Residential Journeyman may be dispatched at the Building Trades Journeyman Residential rate with a written request to the Union by the Employer.

### ITEM 4. AIR CONDITIONING SPECIALIST RATIO

SECTION A. For each Building Trades Apprentice, Employers shall be entitled to only one (1) of the following: New Residential Journeyman, Air Conditioning Specialist, or Air Conditioning Specialist Apprentice/Applicant.

SECTION B. To provide the best possible continued stable employment, the Employer shall employ unemployed Sheet Metal Air Conditioning Specialists/Apprentices before new applicants will be dispatched.

SECTION C. Recognizing that Air Conditioning Specialist Apprentices require direction and assistance in the 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 a New Residential Journeyman or Building Trades/Light Commercial Journeyman.

### ITEM 5. WAGES

seems ok -

if 4.81 - BTR  
highway not mkt

**ITEM 8. SERVICE WORK** – Item 46 of Addendum One shall be modified as follows:

**SECTION A. DEFINITION OF SERVICE** - Service is hereby defined as the maintenance, repair, adjustments, alteration and cleaning necessary to make operative any heating, and/or air conditioning constant volume package unit or split system with remote condenser. Included herein is the replacement of equipment and/or parts deemed necessary and proper to provide an operable system. Service Journeyman/Apprentice, Service Mechanic, Service Technician/Apprentice may perform, check, test, start, warranty and other incidental work to provide an operable system on projects, as described in Item 2, Sections A and B of this Agreement.



## **TRAVEL AND SUBSISTENCE PROVISION**

FOR

**SHEET METAL WORKER (HVAC)**

**All Classifications EXCEPT**

**Sheet Metal Worker (HVAC): Metal Deck and Siding**

IN

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

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
SMWIA LOCAL UNION NO. 104  
AND  
BAY AREA ASSOCIATION OF SMACNA CHAPTERS  
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.

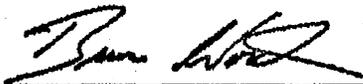
**ADDENDA ONE**

1) The CBA shall be extended as follows: July 1, 2012 through June 30, 2016

5) Apprentices: The Bay Area Apprenticeship Trust and the sheet metal industry employers have the obligation to ensure that all Building Trades apprentices have exposure to and training in the multiple skills of the industry. If by June 30, 2013, the bargaining parties determine this goal is not being achieved as documented by the training records, the Trust will, effective January 1, 2014, remove and rotate (to another employer) all apprentices not in compliance with the Trust's stated training goals. For those apprentices subject to rotation among employer(s), rotation shall occur every six (6) months for the first two (2) years of their apprenticeship and continue until the training is meeting the scheduled objectives.

For all apprentices subject to rotation among employers, after the apprentice has completed two (2) years with minimum exposure of four employers, or rotation of duties within a single employer, at the request of the apprentice and employer, the apprentice may elect to be reassigned and/or, subject to available employment, remain with any employer of their choice for the last thirty-six (36) months of their apprenticeship.

When an employer shows willful disregard for the obligation to train in multiple skills, apprentices removed from their employer shall not be replaced.



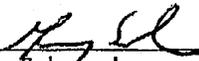
Bruce Word  
Business Manager/President  
SMWIA Local Union No. 104

8.10.12

Date

bw:jm opeiu #3

8.10.12



Gary Schwenk  
Executive Vice President  
Bay Area SMACNA

AUGUST 19, 2012

Date

**MEMORANDUM OF UNDERSTANDING ("MOU")  
BY AND BETWEEN  
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 104  
AND  
BAY AREA SMACNA**

**STANDARD FORM OF UNION AGREEMENT ("SFUA") ADDENDUM ONE AND TWO  
EXTENSION**

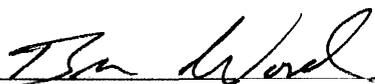
This MOU extends all contractual terms and conditions, with the exception of the wages noted below, of the current (July 1, 2006 – June 30, 2010) SFUA and Addendum One and Two between the parties, effective December 11, 2008 through June 30, 2013.

**ADDENDUM NUMBER ONE TO THE SFUA ITEM 1. WAGE AND FRINGE  
SCHEDULE, SECTION A**

	7.1.09	7.1.10	7.1.11	7.1.12
<b>Building Trades</b>	\$3.50	\$4.00	Wage Reopener	Wage Reopener
<b>Material Expediter</b>	\$1.25	\$1.45	Wage Reopener	Wage Reopener

**LIGHT COMMERCIAL ADDENDUM NUMBER TWO TO THE SFUA ITEM 5.  
WAGES**

	7.1.09	7.1.10	7.1.11	7.1.12
<b>Light Commercial</b>	\$3.50	\$4.00	Wage Reopener	Wage Reopener
<b>New Residential JP</b>	\$2.20	\$2.50	Wage Reopener	Wage Reopener
<b>AC Specialist</b>	\$1.80	\$2.10	Wage Reopener	Wage Reopener
<b>Service Tech</b>	\$2.15	\$2.45	Wage Reopener	Wage Reopener

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

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

DATED: 12/11/08

DATED: 12/11/08

bw:jm opeiu #3

**RECEIVED**  
Department of Industrial Relations  
  
DEC 19 2008  
  
Div. of Labor Statistics & Research  
Chief's Office

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.

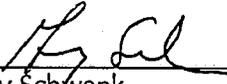
This Letter of Clarification hereby clarifies Item 11, Travel, Mileage and Subsistence, Section D, "Employers not signatory to an Agreement with SMWIA Local 104 must employ from and utilize the dispatch point of the zone in which the job is located."

**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.

  
\_\_\_\_\_  
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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Department of Industrial Relations

JUL 17 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

925.314.3600

**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.

## **ARTICLE IX – TOOLS AND TRANSPORTATION**

SECTION 1. Journeyperson, Apprentice, Pre-apprentice and Classified Sheet Metal Workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list. (See Addendum One, Item 18)

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.

However, all employees shall be permitted to carry one company-supplied battery drill/screw gun and accessories thereto, from job to job, provided that the battery drill/screw gun is permanently marked as property of the company.

**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.