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Title: **Sheet Metal & Air Conditioning Contractors National Association (SMACNA) and Sheet Metal Workers International Association (SMW) (1999) (MOA)**

K#: **8503**

Employer Name: **Sheet Metal & Air Conditioning Contractors National Association (SMACNA)**

Location: **CA**

Union: **Sheet Metal Workers International Association (SMW)**

Local: **104**

SIC: **1711**

NAICS: **23822**

Sector: **P**

Number of Workers: **3000**

Effective Date: **07/01/99**

Expiration Date: **06/30/06**

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7/1/99 - 6/30/2006

K 8503  
3,000 workers

## MEMORANDUM OF UNDERSTANDING

by and between

5 pp + 39 = 44

## 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 Journeyman 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

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

	Light Commercial Journeyman	Residential Journeyman/ 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

a) Pre-Apprentice wages shall be adjusted as per the existing contract.

2. The Service Technician contract total package shall be increased pursuant to the contract as follows:

7/1/99	\$1.00
7/1/00	\$1.00
7/1/01	\$1.00
7/1/02	\$0.75
7/1/03	\$0.75
7/1/04	\$0.75
7/1/05	\$0.85

a) The current North Bay Service Addendum shall be applied to San Francisco for Residential, Light Commercial and Commercial work, with the following conditions:

In the event a Commercial Service Journeyperson

And/or Apprentice is laid off, no company may

Implement the service contract for Commercial

Work while the layoffs exist. The Union shall

Notify the Association when this situation occurs.

b) The Santa Clara area shall have the North Bay Service Addendum for Residential work only.

3. The parties agree to include the excess benefit language as in the current CBA as approved by the Trustees of the Local 104 Joint Funds.

4. Where contractors provide fabrication out of the area of Local 104, they may utilize in the shop the following ratios: one Journeyperson; one Apprentice; one Pre-Apprentice for such work.



5. The Employer shall have a right to name call Pre-Apprentices from the out-of-work list as long as they alternate their selection from the out-of-work list chronologically on a one on one basis. The first selection shall be by the Employer.

6. The parties agree to amend the current Local Siding & Decking contract so that it is an industrywide agreement by and between the Association and Union covering the geographical jurisdictions of Local 104. The current contractors signatory to the Siding and Decking contract shall not be required to execute the Association Agreement.

7. Any areas currently working under the standard 40-32 work schedule shall be included in the current language of North Bay where a sheet metal worker may voluntarily work a 40-hour work week.

8. San Francisco shall remain on the five-day, seven-hour day. However, in the event the United Association and/or IBEW change their 35-hour work week, the Union and Association shall agree to meet to discuss amending the 35-hour work week via the task force.

9. The Preservation of Work Fund language (see Exhibit 1) shall be included in the CBA.

10. An additional holiday shall be added for all employees covered hereunder which shall be Martin Luther King Day.

11. The contract early starting time shall change from 7:00 a.m. to 6:00 a.m.

12. The Employer agrees to provide a 10-minute scheduled coffee break in the morning. The coffee break shall be taken at the work station.

13. Lt. Commercial work shall be increased from \$250,000 to \$270,000 with the exception of San Francisco. San Francisco shall be increased from \$50,000 to \$80,000. All

other increases shall be by the task force. These increases shall become effective for all purchase orders with bid dates of July 1, 1999 and thereafter.

14. Tenant Completion Work shall be increased from \$150,000 to \$165,000, with the exception of North Bay. North Bay shall be increased from \$220,000 to \$242,000 and San Francisco shall be increased from \$50,000 to \$80,000. All other increases shall be by the task force. These increases shall become effective for all purchase orders with bid dates of July 1, 1999 and thereafter.

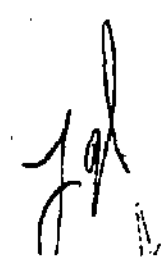
15. All the conditions set forth in this Memorandum shall be governed by the separability clause of the current CBA.

SMWIA LOCAL 104

  
Larry Whiteman, Business Manager  
3/1/99

BAY AREA ASSOCIATION OF  
SMACNA CHAPTERS

 3/1/99  
Anthony A. Asher, General Counsel



**EXHIBIT 1**

To protect and preserve for the workers covered by this Agreement all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of work; it is agreed that all the work requiring fabrication shall be performed by employees hereunder, either in the shop or on the job site within the geographical jurisdiction of the union.

In the alternative, where an employer elects to have the work fabricated by the above clause outside of the geographical jurisdiction of Local 104, any differentials in wages and benefits paid to employees in all classifications performing work covered by this Agreement between their home local and those wages and benefits paid under this Agreement, and pursuant to the ratios set forth in this Agreement shall be forwarded to the Sheet Metal Worker's Health Care Fund of Local 104 pursuant to the language of said trust, or to any other Taft-Hartley trust mutually agreed upon by the Business Manager of Local 104 and General Counsel of the Bay Area Association. Any dispute as to the enforcement or interpretation of this clause shall be resolved by binding arbitration by an arbitrator selected by the parties through American Arbitration Association. Said clause shall be enforceable as to the signatory contractor and any fabricator signatory to the Standard Form Union Agreement.

It is agreed that the foregoing 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
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers
9. Grilles
10. Registers
11. Sound attenuators
12. Chutes
13. Double-wall panel plenums
14. Angle rings

It is further agreed that the foregoing shall not be applicable to Residential Work, Service Work, Industrial Work, Kitchen Equipment Work, Siding and Decking Work, Flex, Oval, Pipe Lock and Double Wall Ductwork.

This provision shall be effective with work bids after June 30, 1999.



7/1/94 - 6/30/99

K 8503

3,000 workers

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

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. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of this local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area then the minimum conditions of the home local union shall apply.

SECTION 7. In applying the provisions of Sections 2, 5 and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health & Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Fund in the employee's home local union.

The parties to this Agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

SECTION 9. Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on Friday of each week unless mutually agreed, and no more than three (3) days' pay will be withheld. However, employees when discharged shall be paid in full.

SECTION 10. Journeymen sheet metal workers who report for work by direction of the Employer and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

SECTION 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

SECTION 12(a). Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of the Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) five cents (\$0.05) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia 22021-1209, or for the purpose of transmittal, through ATPA.

(c) The IFUS shall submit to the Sheet Metal Workers' International Association not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts



and/or expenditures shall be furnished to the Sheet Metal Workers' International Association upon written request.

(d) Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the Sheet Metal Workers' International Association directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

SECTION 13(a). Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The Employer shall pay to the Bay Area Industry Promotion Fund (hereinafter referred to as the local industry fund), the amount shown as Industry Fund on the current wage/fringe schedule per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c) The fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the Fund shall include in such written report, a statement attested by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to Fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

(d). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local industry fund.

SECTION 14. Effective as of the date of this Agreement the Employers will contribute to the National Training Fund for the Sheet Metal and Air Conditioning Industry seven cents (\$0.07) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for purposes of collection and transmittal through ATPA.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee, a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for the purposes of collection and transmittal through ATPA.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day

of the succeeding month and shall be remitted as designated by the Trustees of the Trust, or for purposes of collection and transmittal through ATPA.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the National Training Fund for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

## ARTICLE IX

SECTION 1. Journeymen, apprentice and preapprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2. Journeymen, apprentice and preapprentice 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.

## ARTICLE X

The Union and the Employer, whether party to this Agreement independently or as a member of a multi-employer bargaining unit, agree to utilize and be bound by this Article.

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of

the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board. Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board.

**SECTION 4.** Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submission shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.)\*

**SECTION 5.** A Local Joint Adjustment Board, Panel and the National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation.

**SECTION 6.** In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

**SECTION 7.** Failure to exercise the right of appeal at any step thereof within the time limit provided therefor shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

**SECTION 8.** In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

(a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the Union representative(s) or of the Employer's representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall

promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Committees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

(b) Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty-four (24) hours in advance of the hearing.

(c) The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this Section. In addition, the Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, telegram or telephone notification.

(d) Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement. **\*\*All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 22022-0956, or 4201 LaFayette Center Drive, Chantilly, VA 22021-1209.**

## **ARTICLE XI**

**SECTION 1.** All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprenticeship system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

**SECTION 2.** The Joint Apprenticeship Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship Committee.

**SECTION 3.** It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and the Joint Apprenticeship Training Committee and the Joint Apprenticeship Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed

throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 4. All applicants for apprenticeship shall be between the ages of seventeen (17) and twenty-three (23) years of age and each apprentice shall serve an apprenticeship of four (4) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

SECTION 5. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers: (See Addenda.)

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement.

## ARTICLE XII

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant preapprentices on the basis of one (1) preapprentice for each three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeymen shall be entitled to at least one (1) preapprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any preapprentice. Thereafter, the same conditions and ratios shall apply. (SEE ADDENDA).

In the event the Employer is entitled to employ a preapprentice and the Union fails to comply with the Employer's written request to furnish a preapprentice within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Preapprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship Committee shall evaluate the qualifications of preapprentices for such openings during the first year of employment. No preapprentice shall be retained beyond one (1) year unless he has been found to be qualified as an applicant.

The wage scale for preapprentices shall be (SEE ADDENDA) of the wage rate of journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.

## ARTICLE XIII

[NORTH BAY - SECTION 1. Classified workers may be employed in the following ratio:

- A. one (1) classified worker for any Employer who employs an apprentice;
- B. two (2) classified workers for any Employer who employs at least three (3) apprentices;
- C. thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed.

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty (40%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

In the event the Employer is entitled to employ a classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union. (SEE ADDENDA.)

[NORTH BAY - ARTICLE I, SECTION 1...(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; and ...]

## ARTICLE XIV

SECTION 1. This Agreement and Addenda One, Two and Three, as well as any other applicable Addenda negotiated between the parties, shall be effective July 1, 1994 for wage/fringe benefit increases, while all other conditions will be effective as of final ratification December 20, 1994, and remain in full force and effect, except as provided in Item 37 of Addendum One, Item 10 of Addendum Two, and Item 10 of Addendum Three, until the 30th day of June, 1999, and shall continue in force and effect from year to year thereafter unless written notice of re-opening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice provided, however, that if this agreement contains Article X, Section 8 it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until procedures under Article X, Section 8 have been otherwise completed. This contract extension and amendments to the applicable Standard Form Union Agreement and Addenda, excluding wage/fringe increases effective July 1, 1994, shall become effective on the 20th day of December, 1994 and remain in full force and effect until June 30, 1999.

SECTION 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

SECTION 3. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreements shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties thereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 4. The Sheet Metal Workers' International Association Local Union 104 and all applicable area SMACNA Chapters, and Bay Area Association of SMACNA Chapter are hereby designated as the respective Labor and Management collective bargaining agents for all persons and firms bound by this Agreement, or those contracting or performing work covered by this Agreement and Addenda, for renegotiations, amendments, renewal, deletion, modification, extension, or any other changes as may be agreed upon by them. Each Employer signatory to or performing work as described in Article I, within the territorial jurisdiction of said Agreement, hereby agrees to be bound by any such renegotiations, modifications, amendments, changes, extensions, or renewals on the same effective date as agreed upon between said Association and Local 104. Should any changes be made during the life of this Agreement, as above provided, they shall be available, within a reasonable time, to all parties upon request. Notices of changes will be sent to all parties who request same and also furnish addresses. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of the Agreement, or during the term of any extension, modification or amendment to this Agreement.

SECTION 5. By execution of this Agreement the Employer authorizes the Bay Area Association of SMACNA Chapters to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of the Agreement.

In witness whereof, the parties hereto affix their signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_\_  
**THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PREAPPRENTICES AND A REDUCTION OF THE WAGE**

**SCALE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON-UNION COMPETITION. TO ACHIEVE THAT OBJECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.**

**BAY AREA ASSOCIATION OF SMACNA CHAPTERS**

\_\_\_\_\_  
Anthony A. Asher, General Counsel

\_\_\_\_\_  
SMACNA - REDWOOD EMPIRE CHAPTER

\_\_\_\_\_  
SMACNA - SAN FRANCISCO CHAPTER

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SMACNA - GREATER OAKLAND CHAPTER

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SMACNA - SAN MATEO CHAPTER

\_\_\_\_\_  
SMACNA - SANTA CLARA CHAPTER

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
Street City Zip

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Contractor License No. Date

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION,  
LOCAL UNION 104**

\_\_\_\_\_  
ROBERT MAMMINI, Business Manager

\_\_\_\_\_  
Date

**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 a disproportionate share of such fabrication work, the wage reduction shall be evenly divided among all shop journeypersons. Said shop fabrication differential shall not apply to overtime hours on such work unless a waiver of this provision has been granted by the Union upon a request from the Employer.

**SECTION H.** Wage/Fringe Schedules for Building Trades in Marin, Sonoma, Mendocino, Lake, San Mateo, Alameda, Contra Costa, Napa,

Solano, Santa Clara and San Francisco Counties shall be attached hereto.

**SECTION I.** Employer contributions covering the Industry Promotion Funds are in addition to each of the above attached wage and fringe rates (Total Employee Benefit Package) shown in the right hand column.

**SECTION J.** Effective July 1, 1990, there shall be five (5) classifications of employees under this agreement. Classification is based upon industry seniority under the collective bargaining agreement and the attainment of advance levels and experience and status within the trade. Applicable terms and conditions of this agreement shall be applied in accordance with attained classification. Applications for classification designations shall be submitted to the Financial Secretary of the Union, and upon recommendation of the Financial Secretary, classification designations shall be granted by the Union's Executive Board upon verification that the applicant has attained the requisite experience outlined below. The employee, by designation of classification, authorizes the employer to deduct supplemental pension amounts from his/her wages up to the amount as identified in the attached schedule listing each applicable classification.

Class I employees shall consist of all apprentices.

Class II employees shall consist of all employees who have attained journeyman status. Traveling journeymen shall be presumed to qualify for Class II status only, unless sufficient proof of the requisite experience for a higher classification is presented at the time of initial dispatch.

Class III employees shall consist of employees who have performed at least two (2) years at the trade at the journeyman level or above.

Class IV employees shall consist of employees who have performed at least five (5) years at the trade at the journeyman level or above.

Class V employees shall consist of employees who within the twelve (12) months immediately preceding application for Class V status have been regularly employed as a subforeperson, foreperson and/or general foreperson under an SMWIA Local 104 collective bargaining agreement for at least six (6) months, or who have performed at least ten (10) years work at the trade at the journeyman level or above.

Each employee shall submit to the Financial Secretary of the Local Union any classification change request no later than December 1 of each year. Upon approval by the Union, such classification shall be effective the following January 1. The Union shall notify the Employers of the approved classification of each journeyman on or before December 10. Any Employer not so advised shall effective January 1 of the following year contribute for such employees as either Class I or Class II, dependent upon appropriate apprentice or journeyman status and such Classification shall continue through December 31. Classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Executive Board of the Union and approved by the Bay Area Association of SMACNA Chapters. Upon notification by the Union to the Employer of an approved classification change, the employer shall pay wages and fringe contributions at the approved classification level unless and until notified by the Union of a classification change. In no event, however, shall a classification change be implemented except by proper notification from the Union, and no more than one (1) classification change may be effected during any contract year, and shall be effective as of January 1 provided the Employer receives notice of such change on or before the immediately preceding December 10.

## **ITEM 2. FOREPERSON AND GENERAL FOREPERSON**

**SECTION A.** FOREPERSONS shall receive a minimum of ten percent (10%) above the Class II journeyman gross taxable hourly rate of pay. GENERAL FOREPERSONS shall receive a minimum of fifteen percent (15%) above the Class II journeyman gross taxable hourly rate of pay.

**SECTION B.** [NORTH BAY, SAN FRANCISCO, SANTA CLARA] - Employees working under the provisions of this Agreement shall not

accept direction or instruction from or recognize the authority of anyone other than the Employer, his/her designated representative, or a journeyman sheet metal worker who is designated and paid as a foreperson or general foreperson.]

**SECTION C.** [NORTH BAY, SAN FRANCISCO] - Each shop employing more than three (3) sheet metal workers (journeymen and apprentices) shall have a journeyman sheet metal worker who is designated and paid as FOREPERSON.]

**SECTION D.** [NORTH BAY, SAN FRANCISCO] - On a jobsite with five (5) or more employees, one (1) journeyman sheet metal worker shall be designated and paid as FOREPERSON. Additional FOREPERSONS shall be designated and paid for each additional five (5) employees on the job. In addition, whenever a journeyman sheet metal worker is designated to supervise five (5) or more employees on more than one (1) jobsite, he/she shall be paid as foreperson.]

**SECTION E.** [NORTH BAY, SAN FRANCISCO] - A GENERAL FOREPERSON is a journeyman sheet metal worker with two (2) or more FOREPERSONS under his/her direction.]

**SECTION F.** [NORTH BAY, SAN FRANCISCO] - Where two (2) or more FOREPERSONS are used on a single job, there shall be a journeyman sheet metal worker who is designated and paid as GENERAL FOREPERSON.]

**SECTION G.** [NORTH BAY, SAN FRANCISCO] - All jobsites shall have a designated and paid FOREPERSON regardless of ratio, unless there is daily FOREPERSON supervision. Any journeyman responsible for the directing of other journeymen and apprentices shall be paid FOREPERSON's wages when directions include coordinating and supervising installations normally engaged by FOREPERSONS.]

**SECTION H.** [NORTH BAY, SAN FRANCISCO] - A journeyman sheet metal worker who has the responsibility for a job with an out-of-town contractor shall be paid FOREPERSON'S wages.]

**SECTION I.** [NORTH BAY, SAN FRANCISCO] - Whenever a FOREPERSON or GENERAL FOREPERSON is required to be employed pursuant to the provisions of this Agreement and the FOREPERSON or GENERAL FOREPERSON is not on the job because of illness or vacation, he shall be replaced for the duration of his absence.]

**SECTION J.** [SANTA CLARA] - On jobs of four (4) or less than eleven (11) persons, one (1) person shall be appointed FOREPERSON. On jobs of eleven (11) persons and over, one (1) person shall be appointed FOREPERSON for each ten (10) persons or fraction thereof.]

**SECTION K.** [SANTA CLARA] - Any journeyman responsible for the directing of other journeymen shall be paid as FOREPERSON regardless of the number of journeymen for jobs of three (3) days duration or over. If orders are to be given to the journeymen by anyone other than the owner of the shop, or his/her authorized representative, they shall be transmitted to the FOREPERSON and he/she shall direct the journeymen in carrying out the order.]

**SECTION L.** [SANTA CLARA] - A journeyman sheet metal worker in charge of two (2) or more FOREPERSONS shall be a GENERAL FOREPERSON and shall receive no less than the wage schedule shown.]

**SECTION M.** [ALAMEDA/CONTRA COSTA, SAN MATEO] - 1. JOBSITE FOREPERSON: One person shall be appointed FOREPERSON for every nine (9) persons or major fraction thereof including the FOREPERSONS employed by any one company or contractor and he/she shall work for wages noted in this Item 2, Section A.

2. SHOP FOREPERSON: A shop FOREPERSON shall be designated by an Employer when there are five or more Employees employed in the shop on a regular basis, or when there are four or more employees, provided that two of those employees are journeymen. The rate of pay for SHOP FOREPERSON shall be 10% above the Class II journeyman gross taxable hourly wage rate.

3. GENERAL FOREPERSON: There shall be one GENERAL

FOREPERSON at the jobsite for every three (3) regular forepersons and he/she shall work for wages noted in this Item 2, Section A.

4. SUB-FOREPERSON: On jobsites with 3 or 4 persons a SUB-FOREPERSON shall be named and he/she shall work for straight wages, plus a minimum of 5% of the Class II journeyman gross taxable hourly wage rate.]

### ITEM 3. VACATION-HOLIDAY-SAVINGS PLAN

#### ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE GRANTED A YEARLY TWO WEEK PAID VACATION AND DESIGNATED PAID HOLIDAYS THROUGH AN ACCUMULATED SAVINGS ACCOUNT PLAN SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

SECTION A. In order that taxes will be paid each week, the gross taxable wages shall include the Vacation-Holiday-Savings in the amount shown in the aforementioned wage/fringe schedules in Item 1 of this Addendum One. After normal tax deductions are made from the weekly gross wages, the Employer shall withhold the full amount (minimum rates shown in the aforementioned schedules) of Vacation-Holiday-Savings in trust, up to and including the last pay period of the month, and shall then deposit said savings with a designated institution as provided in the Deposit Agreement. The weekly check stub shall indicate the amount of savings withheld. Upon receipt of these monies (timely and accurate negotiable check or cash) and the properly completed report form by the Trust, the Employer shall have no further responsibility for same. The designated institution shall maintain an individual account for each employee and said employee may withdraw his/her funds upon his/her request and signature.

SECTION B. It is understood and agreed that these monies are allocated as part of wages received each week, and withholdings are made in the form of a Vacation-Holiday-Savings for the exclusive benefit of the employee. Payment of these savings to the employee, upon termination of employment, shall in no way interfere with his/her right to draw unemployment benefits from any state, or seek employment immediately as outlined in the Hiring Hall facilities.

SECTION C. NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ Vacation time shall be taken at a time mutually agreeable to the Employer and the Employee.]

### ITEM 4. HOURLY FRINGE CONTRIBUTIONS.

The Bay Area Association shall appoint all employer trustees to the Local 104 fringe benefit funds that heretofore were appointed by the affiliated SMACNA Chapters

SECTION A. UNION DUES CHECK OFF FUND. In order that taxes will be paid each week, the gross taxable wages shall include the Union Dues Check Off monies in the amount shown in the Wage and Fringe Schedules. After normal tax deductions are made from the weekly gross taxable wages, each Employer agrees to withhold the full amount in trust, up to and including the last pay period of the month, and shall then deposit said check off monies with a bank or other party as provided in Item 4, herein, in such manner and on such report form as mutually agreed by the signatory parties to this Agreement. The weekly check stub shall indicate the amount withheld. Upon receipt of these monies (timely and accurate negotiable check or cash), and report by the bank, the Employer shall have no further responsibility for same. Each employee, in conformance with the Labor-Management Relations Act of 1947, as amended, shall give the Employer, or have on file with Local 104, written authorization for such deduction. Said payment shall be made to the Administrator through such bank or other party at such place, in such manner and on such report form as mutually agreed by the signatory parties to this Agreement. Dues to be checked-off pursuant to this Section shall include all Dues Check Off obligations.

SECTION B. HEALTH CARE PLAN. Each Employer shall contribute to the Administrator/Trustees of the Sheet Metal Workers Local 104 Health Care Plan, the sum designated in the Wage & Fringe Schedule, for each hour worked by each employee covered by this Agreement, including overtime and as further provided in this Item 4. Notwithstanding the above, the employer shall contribute on behalf of each employee employed in a clas-

sification required to be enrolled in Plan 2 (or its successor) of the Health Care Plan the hourly amounts shown for all actual hours worked during the first and last months of employment and for actual hours worked or the minimum monthly hours set by the Health Care Fund trustees (whichever is greater) for all other months during which the employee is employed. Said payment shall be made to the Trustees through such bank or other party at such place, in such manner and on such report form as mutually agreed by the signatory parties to this Agreement. This plan shall be administered as provided in the established Trust Agreement.

[SANTA CLARA] ~ In the event that Trustees of the Health Care Plan deem it necessary to increase payments to this fund, the Employer agrees to abide by and contribute the necessary increase, PROVIDED THAT: in order to bind Sheet Metal and Air Conditioning Contractors National Association, Independent Contractors, or other bargaining group to any such increase, the Trustees must first give the Sheet Metal and Air Conditioning Contractors National Association, Independent Contractor, or other bargaining group of said District, written notice of their intent to increase such payments not less than ninety (90) days prior to the effective date of such increase.]

SECTION C. PENSION PLAN. Each Employer shall contribute to the Sheet Metal Workers Pension Trust Fund of Northern California, the sum designated in the Wage & Fringe Schedule, for each hour worked by each employee covered by this Agreement other than owner/member employees as defined in Item 1 F. hereof, including overtime and as further provided in this Item. In lieu of the sums set forth herein, as and for owner/members who are sole proprietors, or partners, such sums shall instead be added to the amounts required to be paid as dues check off obligations, in accordance with Section A above for owner/members. Said payment shall be made to the Administrator/Trustees through such bank or other party at such place, in such manner and on such report form as mutually agreed by the signatory parties to this Agreement. This plan shall be administered as provided in the established Trust Agreement.

SECTION D. NATIONAL PENSION PLAN. Each Employer shall contribute to the Trustees of the Sheet Metal Workers National Pension Trust Fund, the sum designated in the Wage & Fringe Schedule, for each hour worked by each employee covered by this Agreement other than owner/members as defined in Item 1 F. hereof, including overtime and as further provided in this Item 4. In lieu of the sums set forth herein, as and for owner/members who are sole proprietors, or partners, such sums shall instead be added to the amounts required to be paid as dues check off obligations, in accordance with Section A above for owner/members. Said payment shall be made to the Administrator/Trustees through such bank or other party at such place, in such manner and on such report form as mutually agreed by the signatory parties to this Agreement. This plan shall be administered as provided in the established Trust Agreement.

SECTION E. NATIONAL PENSION COLA FUND. Each Employer shall contribute to the Trustees of the Sheet Metal Workers National Pension COLA Fund, the sum designated in the Wage and Fringe Schedule for each hour worked by each employee covered by this Agreement other than owner/member employees as defined in Item 1 F. hereof, including overtime and as further provided in this Item 4. In lieu of the sums set forth herein, as and for owner/members who are sole proprietors, or partners, such sums shall instead be added to the amounts required to be paid as dues check off obligations, in accordance with Section A above for owner/members. Said payment shall be made to the Administrator/Trustees through such bank or other party at such place, in such manner and on such report form as mutually agreed by the signatory parties to this Agreement. This plan shall be administered as provided in the established Trust Agreement.

Effective July 1, 1995, the sums designated as National Pension COLA will be transferred into the National Pension Plan.

SECTION F. SUPPLEMENTAL UNEMPLOYMENT BENEFIT & SUPPLEMENTAL HEALTH CARE FUNDS. Each Employer shall contribute to the Administrator/Trustees of the Local 104 Supplemental Unemployment Benefit Fund, and the Supplemental Health Care Fund, the sum designated in the Wage & Fringe Schedule for each hour worked by each employee covered by this Agreement other than owner/members as



described in Item 1 F. hereof, including overtime and as further provided in this Item 4. Said payment shall be made to the Administrator/Trustees through such bank or other party at such place, in such manner and on such report form as mutually agreed by the signatory parties to this Agreement. This plan shall be administered as provided in the established Trust Agreement. In lieu of the sums set forth herein as and for SUB/SHC contributions, for owner/members such sums shall be added to the amount required to be paid as dues check off obligations in accordance with Section A of Item 4.

#### **SECTION G. LOCAL 104 SUPPLEMENTAL PENSION FUND.**

Every individual employer shall pay the sum designated as Supplemental Pension Fund for each classification of employee described in Item 1, Section I of this agreement and shall pay wages for each such classification in accordance with the wage and fringe schedule adopted pursuant to Item 1, Section A hereof and as amended from time-to-time in accordance with this agreement. The sum designated as Supplemental Pension Fund shall be paid, as shown under Item 1, for each hour worked including overtime and as further provided in this Item 4 and Item 7.C, for each employee covered by this agreement other than, effective January 1, 1991, owner/members as described in Item 1 F hereof who are proprietors or partners. In lieu of the sums set forth herein, effective January 1, 1991 as and for owner/members who are sole proprietors, or partners, such sums shall instead be added to the amounts required to be paid as dues check off obligations, in accordance with Section A above.

Notwithstanding any provision herein to the contrary, the contribution levels to the Pension Fund provided herein shall not cause the Plan to be in violation of Section 415 of the Internal Revenue Code (and any other sections of the Code); if necessary, adjustments to the contribution rates shall be agreed to by the Union and the Contractor to comply with the Code. The Employer shall accrue the amount owed and forward it monthly, along with the monthly detailed data on report forms provided. This plan shall be administered as provided in the established Trust Agreement.

**SECTION H. LOCAL 104 TRAINING FUND.** Effective July 1, 1995 there shall be one central training fund for all areas with all training fund contributions directed into one fund as of July 1, 1995. The existing training funds shall be merged with all assets and liabilities pooled.

1. The parties have established an Agreement and Declaration of Trust for the Sheet Metal Workers' Local 104 and Bay Area Industry Training Fund (the "Fund"). This Fund shall exist for the sole purpose of funding the apprentice training program, and any programs established by the Trustees of the Fund for the training and upgrading of journeypersons. The Fund shall be administered by a Joint Board of Trustees, in accordance with the provisions of the Taft-Hartley Act and all other applicable Federal and State Laws, composed of any equal number as the committee may deem necessary, representing the Union (Labor) and the Employer (Management). Sheet Metal Workers Local No. 104 shall appoint the Labor Representatives. The Bay Area Association of Sheet Metal Contractors shall appoint the Employer Representatives. Written notice of such appointments (or replacements thereof) shall be given to the parties or their associations and the Fund administrator.

2. The Agreement and Declaration of Trust referred to herein shall become a part of this Addendum as if set forth in full herein. All parties to this Addendum agree to be bound by the Agreement and Declaration of Trust establishing the Fund and by all amendments thereto as may be made from time to time and hereby designate as their representative on the Board of Trustees as are named, together with any successors who may be appointed pursuant to said Agreement.

3. Each Employer shall contribute to the Administrator/Trustees of the Sheet Metal Local 104 and Bay Area Industry Training Fund, the sum designated in the wage and fringe schedule for each hour worked including overtime by each employee covered by this Agreement through such bank or other party at such place, in such manner and on such report form as designated by the signatory parties of this Agreement.

4. The Trustees for the Local 104 and Bay Area Industry Training Fund shall expend these Training Fund contributions as outlined in the Trust

Agreement for the establishment and maintenance of training and educational programs as may be agreed upon from time to time by said Trustees, for all classification of employees covered by this bargaining agreement and/or any other approved bargaining agreements.

5. It is further agreed that the Trustees of the Local 104 and Bay Area Industry Training Fund shall transmit to the Trustees of the National Training Fund, and the National Energy Management Institute, on a monthly basis the designated amounts from each hour's contribution received under the provisions of this Agreement. This Fund shall be administered as provided in the established Trust Agreement.

6. Pursuant to the Apprentice Organizing Program, the Apprenticeship Organizer Fund established within the jurisdiction of Sheet Metal Workers' International Association, Local Union No. 104 shall be utilized to effectively pursue organization efforts by all means available, including but not limited to, apprentices as organizers. It shall not be a violation of this Addendum for apprentices indentured to the Local 104 and Bay Area Industry Training Fund to be granted leave of absence for a period not to exceed one semester for the purpose of participating in the Apprentice Organizing Program sponsored by the Union.

**SECTION I. INDUSTRY FUND.** There shall be area wide Industry Fund administration effective January 1, 1995 called the Bay Area Industry Promotion Fund. Effective January 1, 1995, the Bay Area Industry Promotion Fund contribution rate shall be \$0.45 per hour.

Each Employer shall contribute to the Administrator/Trustees of the Bay Area Industry Fund, the sum designated as Industry Fund for each hour worked by each employee covered by the terms of this Agreement, pursuant to the wage/fringe schedule attached hereto, including overtime and as further provided in this Item 4. Said payment shall be made to the Administrator/Trustees through such bank or other party at such place, in such manner and on such report form as mutually agreed by the signatory parties to this Agreement.

#### **ITEM 5. PAYMENTS TO FUNDS & BONDING**

**SECTION A.** The amount of the payment to each of the Funds mentioned in Items 3 and 4 above, shall be computed on the basis of each hour worked by each employee, including overtime on all work covered by this Agreement. Contributions to these funds (1- Vacation/Holiday, 2-Dues Check-off, 3-Health Care, 4-Northern California Pension Fund, 5-National Pension Fund, 6-Local Supplemental Pension Fund, 7-SUB/SHC, 8-SMO-HIT, 9-Training Fund, 10-Industry Funds) provided herein shall not be duplicated on covered employees sent into this contract area from another contract area. However, if there is a difference in the amount of the hourly contribution, such difference shall be paid to the employees directly involved, except in the case of the Industry Promotion Funds and the Training Funds, which difference shall be paid to the jobsite Industry Promotion and Training Funds.

**SECTION B.** All of said payments shall be made no later than the 10th day of each month covering the payroll periods ending in the last previous month. Such payments shall be made through such bank or other party at such place, in such manner and on such report form as designated by the signatory parties to this Agreement. All funds should be reported on a single monthly report form and covered by a single check or draft payable to the designated bank or other party. For collection and transmittal purposes, these monthly reports together with all contributions, shall be forwarded on a timely basis to the bank or other party. The bank or other party shall disburse the monies payable to the Trustees of each fund and forward same together with a copy of the monthly report form.

**SECTION C.** All parties hereto recognize and agree that prompt payment to each of the Funds mentioned in Item 4 is essential to the fair and efficient administration of benefits under each Fund and the maintenance of benefits under each Fund. They further recognize that it would be extremely difficult, if not impossible, to fix actual damages and expenses to each Fund which will result from the failure of an Employer to make timely contributions or reports. Therefore, when an Employer fails to make any of said monthly contributions or fails to submit the properly complet-

ed monthly reports postmarked by the 20th day of the month in which the contribution is due, such Employer shall be assessed an amount equal to: (a) the liquidated damages provided in each of the applicable Trust Agreements; or (b) if no liquidated damages provision exists in the applicable Trust Agreement(s) or no Trust Agreement exists for the Fund, the greater of ten percent (10%) of the delinquent contribution or \$25.00 per Fund as liquidated damages resulting from the delinquency. At any time when an Employer is delinquent in submitting the contribution or a properly completed report, the Union may remove the employees, from any shop or job of the delinquent Employer, and refuse to furnish employees to such shop or job. The Employer agrees to pay all employees so removed, their regular wages (not to exceed ten (10) days straight time pay) until such time as all delinquent payments and proper reports are received. The Employer agrees that in the event it is delinquent, it will pay all reasonable costs incurred by Sheet Metal Workers' Local Union 104 and the Trust Funds in connection with collection of the delinquency, including, but not limited to, court costs and reasonable attorney fees.

Unless the time limit is extended, for good cause, by mutual agreement between the Association and the Union, the liquidated damages for delinquent contributions shall be included with said contributions and the properly completed monthly report.

**SECTION D. BONDING/SECURITY.** All Employers signatory hereto, or who desire to perform work within the jurisdiction of Local 104, as a condition precedent to the performance of such work and/or the dispatch of employees pursuant to this Agreement, shall post adequate security to ensure the prompt payment of the following obligations arising under this Agreement: (1) payment of dues check-off obligations; (2) vacation and holiday payments; and contributions to (3) the Sheet Metal Workers Pension Trust of Northern California; (4) Sheet Metal Workers Local 104 Health Care Plan, (5) Sheet Metal Workers Local 104 Supplemental Pension Plan; (6) Sheet Metal Workers National Pension Plan; (7) Sheet Metal Workers Local 104 Supplemental Unemployment and Supplemental Health Care Fund; (8) the Sheet Metal Local 104 and Bay Area Industry Training Fund covered by this Agreement; and (9) the Sheet Metal and Air Conditioning Contractors National Association Industry Fund covered by this Agreement. The security shall, in addition, cover all liquidated damages, and cost of collection including but not limited to audit fees and attorney's fees.

The security required herein shall take the form of one surety bond or cash deposit written to specifications agreed upon between Local 104 and SMACNA. Either a Bond or cash shall be deposited with ATPA, as Custodian, 1640 South Loop Road, Alameda, CA 94502 or P.O. Box 23170, Oakland, CA 94623-0170 and shall cover all bargaining unit employees of the employer regardless of which Local 104 agreement(s) governs the performance of work by such employees.

The minimum security to be posted shall be not less than \$5,000.00; however, if the average number of unit employees employed by an Employer is more than five but less than eleven, the minimum security shall be \$15,000.00. If the average number of unit employees employed by the Employer is in excess of ten, then the security shall be \$25,000.00. The determination of the average number of employees, in the instance of a new employer, shall be deemed the number of employees required for its first job(s) within the jurisdiction of Local 104. Thereafter, the determination of the average number of employees shall be recalculated from time to time by the Custodian, but may not be calculated on a period of less than six (6) months.

At any time the Employer is notified in writing by the Custodian, based upon calculations described herein, that the Employer is required to post security in excess of that which it had heretofore posted, such new or additional security shall be posted by the Employer with the Custodian within thirty (30) days of such notice in order for the Employer to remain in compliance with this section. In the event of a delinquency which requires collection of any or all of security posted pursuant to this section, the Custodian may notify the Employer to post security equal to three months average payments required of the Employer based upon its peak employment month during the preceding year. Upon notice such security shall be

posted within five (5) days.

The calling of surety in the event of delinquency shall be in accordance with the rules set forth by the Trustees of Northern California Pension Plan.

In the event of collection of sums which are not sufficient to cover all delinquent obligations hereunder, sums collected shall be distributed in the following order of priority.

- |                                |                   |
|--------------------------------|-------------------|
| 1. Vacation                    | 6. Health Care    |
| 2. Dues Check-Off obligations  | 7. SUB/SHC        |
| 3. Supplemental Pension        | 8. Training       |
| 4. Northern California Pension | 9. SMOHIT         |
| 5. National Pension            | 10. Industry Fund |

**SECTION E. TWO-DAY NOTICE:** It is also understood that the employer shall be entitled to a two working day notice before withdrawal of employees (Sec. C of this Item 5) can take place. The Union will send said notice.

**SECTION F. The Trust Agreements and Deposit Agreement** (each as amended from time to time) which create or apply to (1) Vacation-Holiday, (2) Dues Check-off, (3) Health Care, (4) Northern California Pension Fund, (5) National Pension Fund, (6) Local Supplemental Pension Fund, (7) SUB/SHC, (8) SMOHIT, (9) Training Fund, (10) Industry Funds are each referred to and made part of this Agreement and each employer bound by this agreement agrees to be bound by all of the terms and provisions of the Plans and Trust Agreements which govern each of the abovementioned Funds or Plans, including any amendments to such documents heretofore or hereafter adopted. Each Employer further agrees (a) that the EMPLOYER Trustees appointed pursuant to the terms of the Agreements and Declarations of Trust, and their successors, are and shall be his/her representatives; (b) that the Employer approves and consents to the appointment of the Trustees heretofore appointed and hereafter selected as provided in said Agreements; (c) the Employer ratifies, confirms, approves and consents to the acts of said Trustees or their successors heretofore and hereinafter taken in their creation and administration of said Trusts. All of these things referred to in Section F of Item 5 shall be in accordance with other provisions of this Agreement.

#### **ITEM 6. NOTARIZED CERTIFIED PAYROLL**

**SECTION A. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO]** ~ Any Employer signatory to, or working under the provisions of this Agreement shall, upon the mutual request of the Union and the Association, produce a notarized certified payroll of his/her employees, providing a breakdown covering gross wages, fringe benefits, travel compensation, subsistence and any other negotiated fund or cost item, for all hours worked under the provisions of this agreement, or on the fabrication for and/or installation of any specified job or jobs within this contract area. The Chairman and the Executive Manager, or his/her designee, for the Bay Area Association of SMACNA Chapters and the Business Manager and the Area Business Representative for Local 104 are hereby authorized and designated as the parties to act upon such request.

**SECTION B.** Any request for a certified payroll shall be verified by both parties within 24 hours by an exchange of written communication, relating details and action taken. The involved Employer shall be given written notice of approval of such a request, by both parties.

**SECTION C.** Such certification shall be supplied at the expense of the individual employer by a certified public accountant within five (5) working days after receipt of the written notice, unless an extension of this time is mutually agreed upon, in writing, by all parties.

**SECTION D.** The provisions of this Agreement pertaining to wages and fringes due employees fabricating materials for installation within the jurisdiction of Local 104 or pertaining to wages and fringes and travel and subsistence to employees performing field work in said jurisdiction and those provisions relating to the sub-contracting of said work or purchase of materials shall be rigidly enforced.

And, the requirement that journeypersons fabricating work for installation within the area of SMWIA Local 104 is further clarified to provide that



should the company assign any such work to other than journeyperson sheet metal workers and if said employees are not permitted under the terms of this agreement then each of those employees shall be required to receive the rate due journeyperson sheet metal workers under this agreement. And, should employees other than journeyperson sheet metal workers perform said work and said employees are permitted to perform such work under the terms of this agreement then they shall be paid no less than the rates paid such employees under this agreement and the work force ratios and/or composition shall be no less than those provided in this Agreement. (Refer to Article VIII, Sections 1 and 2, SFUA.)

So as to provide a consistency of procedure and application of the intent of this Section the parties signatory hereto agree that a request for a Certification of Payroll by any Association signatory hereto or the Union signatory hereto or any individual employer or employee shall first be directed to the appropriate and governing Local Joint Adjustment Board.

Said LJAB shall make a determination as to the appropriateness of the grievance and upon such determination the certification procedures below shall thereafter be conducted by the Bay Area Certified Payroll Committee and its findings shall be provided the LJAB which shall act thereon.

**CERTIFIED PAYROLL COMMITTEE:** The Certified Payroll Committee shall consist of four (4) representatives of the Union and four (4) management representatives including at least one from each of the Associations signatory hereto.

Said Committee is hereby authorized and empowered to conduct such investigations as it deems necessary and appropriate including but not limited to:

- (a) requiring the submittal within 15 days by the firm of a certified payroll conducted and signed by a CPA.
- (b) the assigning and naming of a CPA of its election to conduct said certified payroll audit
- (c) directing an employer to provide the Committee or its Agent upon request such records as are deemed necessary and relevant including but not limited to employee time cards, estimate sheets relating to shop and/or field labor hours and cost estimates, travel and subsistence vouchers or other applicable records, and payroll reports.

The Committee shall be funded equally by labor and management under such procedures and to such amounts as are agreed to by the Committee and Committee costs incurred in providing audits and other relevant data to Local JABs shall be repaid to the Committee from the amount recovered through damages or for direct audit costs as provided under the authority of the LJAB.

The Committee when and where necessary shall authorize field investigation by any member thereof, the costs to be borne by the organization requesting such participation or upon approval by the full Committee such costs may be borne in part or in full by the Committee.

A firm found in violation of the wage, fringe and travel subsistence provisions of the agreement excepting those of a de minimus nature shall be required to:

- (a) reimburse the Committee for any costs incurred in the conduct of the Certified Payroll procedures
- (b) make restitution in full to each and every one of its employees to the amounts required under this agreement
- (c) be liable for damages paid to the Committee and as determined by the LJAB not to exceed the amount of the total underpayment determined by the audit or other procedures of this Agreement.

Any firm refusing or otherwise failing to comply with directives of the Certified Payroll Committee as authorized in this Section shall be deemed in violation and the LJAB shall independently and with equity determine the extent of the violation and establish the damage amount from that information in its possession.

Any failure to appeal a determination by the LJAB by the Company in timely fashion shall be deemed an admission of acceptance of the decision. And, any subsequent failure to comply with the decision shall result in either (a) a request to the NJAB to abrogate the agreement of the Company, or (b) referral of the decision to the Courts for appropriate action and/or collection, or both.

In the event a Court action is required all legal and other fees incurred by the LJAB shall be borne by the Company.]

**[SANTA CLARA ~ CERTIFIED PAYROLL: SECTION A.** Contractors having material fabricated and/or assembled outside the jurisdiction of Santa Clara County for installation within the jurisdiction of Santa Clara County shall furnish postmarked no later than three calendar days after the close of each payroll period, to the Union and the Contractors Association, a declaration under penalty of perjury executed by a Licensed Public Accountant or a Certified Public Account, specifying the hours worked straight time and overtime and net amount of fringes paid and the person or entity to whom paid to prove the wage scale specified in ARTICLE II, SECTION 2 and ARTICLE VIII, SECTION 1 of the Standard Form of Union Agreement, has been paid for such fabrication, save and except straight round pipe, round elbows and boots used in the residential construction field or single dwellings. It is expressly understood and agreed that all material insofar as possible shall be fabricated within the geographic jurisdiction of Sheet Metal Workers' International Association Local Union No. 104.

**SECTION B.** It is expressly understood and agreed that heating, ventilating and air conditioning systems which serve more than a single dwelling or apartment shall not be considered as single dwelling and all material fabricated for the above mentioned systems shall be fabricated and/or assembled at the Building Trades Class II Journeyperson gross taxable hourly wage rate set forth in this Agreement.

**SECTION C.** Employers may also use for certified payroll purposes the "Shop Fabrication Certified Payroll Form", approved by the Western States Council of SMWIA and California Association, SMACNA.]

## **ITEM 7. HOURS AND OVERTIME**

**SECTION A.** All work (including loading and unloading of trucks) 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. Time and one half shall be paid for the first eight (8) hours on a swing Friday or a Saturday. However, if the Saturday to be worked follows a worked swing Friday; Saturday overtime shall then be paid at the double time rate. All other overtime, including Sundays and Holidays, shall be paid at the double time rate. Overtime shall be paid (as applicable) at time and one half or double the straight time gross taxable hourly rate of pay. All overtime shall be based on a minimum of fifteen (15) minute increments. Commercial overtime in San Francisco shall be based on a seven (7) hour day and not an eight hour day.

**SECTION B.** Contributions for Health Care, Northern California Pension Fund, National Pension Fund, amounts up to Class II for Local Supplemental Pension Fund, SUB-SHC, SMOHIT, Training Fund and Industry Funds shall be based on actual hours worked (or in the case of owner/members, Item I, Section F shall be applicable). With respect to Local Supplemental Pension Fund contributions over and above amounts up to Class II, contributions shall include overtime premium hours as well as actual hours worked. Dues check off obligations shall be paid for all actual hours worked and overtime premiums attributable thereto shall be added to the employee's base wage. Vacation/Holiday contributions shall be based upon actual hours worked and overtime premium hours.

**SECTION C.** When sheet metal workers are assigned to composite crews on jobsites and the crafts in the crew work a standard forty (40) hour work week, the sheet metal workers in such crews shall also work the forty (40) hour week at the straight time hourly rate of pay.

**SECTION D.** When Local 104 Sheet Metal Workers are assigned to jobsites in the jurisdiction of another local, they shall work the regular hours of that Local Union at the straight time hourly rate of pay.

**NORTH BAY ~ HOURS AND OVERTIME. SECTION A.** The regular work week shall be scheduled in two-week increments consisting of a 40 hour week (eight hours per day between 8:00 a.m. and 4:30 p.m., Monday through Friday) and a 32 hour week (eight hours per day between 8:00 a.m. and 4:30 p.m., Monday through Thursday) and shall continue to alternate in such 40/32 manner. No employee shall work more than 72 hours in any scheduled two-week increment for any one Employer except at the overtime rate or as otherwise provided herein. The Employer may schedule alternate crews. Alternate crews must be pre-scheduled and posted in the shop, or on the job, by the first of the month, with a copy on company letterhead furnished to the Union.

Where an Employer, who is signatory to this Agreement can provide the work, any member of the Union may voluntarily work 40 hours per week at the straight time rate (eight hours per day between 8:00 a.m. and 4:30 p.m., Monday through Friday) should such a member desire. Where possible, said member shall notify his/her Employer two (2) working days in advance of his/her desire to work Friday for a total of 40 hours that week. There shall be no discrimination or retaliation by an Employer against a Union member who elects to work a 40/32 Swinging Friday work week. Such action shall be a violation of this Agreement. The purpose of the voluntary 40 hour work week proviso is to assure, whenever possible, the filling of job requests while protecting the right of the individual employee to elect not to work said voluntary 40 hours work week. Any Employer found in violation of the above provision shall be subject to the revocation of the right to continue the voluntary 40 hour work week. The Local Joint Adjustment Board is hereby instructed to give credence and special weight to apparent patterns and practices and/or circumstantial evidence involving alleged violations. In addition to the foregoing, the minimum penalty for each such violation shall be \$500, payable to the North Bay Joint Apprentice Training Fund.

The voluntary 40 hour work week provision may be voted on each year by the members of Local 104 to discontinue its practice. In addition, where serious adverse employment conditions exist, the Union may discontinue the voluntary 40 hour work week.

When an Employer is performing work on a Davis-Bacon project and the general contractor deviates from the normal work day or work week, the Employer may apply to the local Union for a variance from the normal work schedule in order to coincide with that of the general contractor.

**SECTION B.** In order to equalize overtime work as much as possible, preference to overtime work shall be given to employees on the job or in the shop on a rotation basis.

**SECTION C.** When employees are discharged, one-half (1/2) hour time shall be allowed for gathering their tools and clothing and the Employer shall pay the employee full wages immediately upon discharge due to a lay-off or summary dismissal. Wages at the overtime rate must be paid for all time that expires after the hour of dismissal pending this payment, unless otherwise mutually agreed to by the signatory parties.

**SECTION D.** Prior agreement to work any overtime must be obtained from the Business Manager, Business Representative, or any duly authorized office dispatcher of Local 104 and in accordance with the Hiring Hall procedures. When immediate communication is not available, off-hour emergency overtime shall be reported by the Employer on the Union telephone recorder, stating the time and place of work to be performed, together with the names of employees involved.

**SECTION E.** An Employer may permit a departure from normal working hours to 7:00 a.m. when requested by a majority of the Local 104 employees on a given jobsite or in a shop, provided the Employer submits this request in writing to the Union no less than forty-eight (48) hours prior to a change in schedule. The Employer may revert to the normal working hours by conducting a new vote and notifying the Union. Where heat conditions exist, the Employer may permit a starting time of no earlier than 6:00 a.m.

**SECTION F.** This Agreement may be opened for modification of the work-day, work-week, to conform to any uniform work-day, work-week established by the basic crafts in the San Francisco Bay Area to include

Local 104 jurisdiction.]

**ISAN FRANCISCO ~ WORKING HOURS AND OVERTIME. SECTION A.** For commercial work in San Francisco, the regular working day shall consist of seven (7) hours labor in the shop or on the job between 8:00 a.m. and 3:30 p.m. and the regular working week shall consist of five (5) consecutive seven (7) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week.

**SECTION B.** The regular work week for listed shop employees only, may be scheduled in two-week increments consisting of a forty (40) hour week (eight (8) hours per day between 8 a.m. and 4:30 p.m., Monday through Friday) and a 32 hour week (eight (8) hours per day between 8:00 a.m. and 4:30 p.m., Monday through Thursday) and shall continue to alternate in such 40/32 manner. No listed shop employee shall work more than 72 hours in any scheduled two-week increment for any one employer except at the overtime rate. The employer may schedule alternate listed shop crews. Alternate crews MUST be prescheduled.

The provision of Section B shall apply only to listed shop employees and only when performing work within the shop premises.

All shop employees shall be listed and submitted to the Local Union prior to utilization of the Section B provision. Additions or deletions from list are to be agreed upon with the local union or shop steward.

**SECTION C.** In order to equalize overtime work as much as possible, preference to overtime work shall be given to employees on the job or in the shop on a rotation basis.

**SECTION D.** When employees are discharged, one-half (1/2) hour time shall be allowed for gathering their tools and clothing and the Employer shall pay the employee full wages immediately upon discharge due to a lay-off or summary dismissal. Wages at the overtime rate must be paid for all time that expires after the hour of dismissal pending this payment, unless otherwise mutually agreed to by the signatory parties.

**SECTION E.** Prior agreement to work any overtime must be obtained from the Business Manager, Business Representative, or any duly authorized office dispatcher of Local 104 and in accordance with the Hiring Hall procedures. When immediate communication is not available, off-hour emergency overtime shall be reported by the Employer on the Union telephone recorder, stating the time and place of work to be performed, together with the names of employees involved.

**SECTION F.** An Employer may permit a departure from normal working hours to 7:00 a.m. when requested by a majority of the Local 104 employees on a given jobsite or in a shop, provided the Employer submits this request in writing to the Union no less than forty-eight (48) hours prior to a change in schedule. The Employer may revert to the normal working hours by conducting a new vote and notifying the Union.

**SECTION G.** Any journeyman or apprentice who is required to go from the job to the shop to receive his paycheck shall travel on company time arriving at the shop no later than quitting time.

**SECTION H.** This Agreement may be opened for modification of the work-day, work-week, to conform to any uniform work-day, work-week established by the basic crafts in the San Francisco Bay Area to include Local 104 jurisdiction.]

**IALAMEDA/CONTRA COSTA ~ HOURS AND OVERTIME. SECTION A.** The work week shall be scheduled in two-week increments consisting of a 40 hour week (eight hours per day between 8:00 a.m. and 4:30 p.m. Monday through Friday) and a 32 hour week (eight hours per day between 8:00 a.m. and 4:30 p.m., Monday through Thursday) and shall continue to alternate in such 40/32 manner. No employee shall work more than 72 hours in any scheduled two-week increment for any one Employer except at the overtime rate. The Employer may use but must pre-schedule alternate crews.

**SECTION B. TERMINATION NOTICE.** The Employer shall provide and the Employee shall obtain from the Employer upon discharge a termination notice which shall state the reasons for such termination on forms provided to the Employer by the Association and the failure of the

Employer or the Employee to comply with the terms of this provision shall constitute grounds for grievance against either or both parties. If said notice is unavailable at time of discharge a hand written substitute will be provided by a designated representative of the company, clearly stating the reason for termination.

**SECTION C.** Employees when discharged shall be paid in full.

**SECTION D. MEAL TIME PROVISION:** A one-half hour period shall be allowed for dinner after 4:30 p.m. if the overtime is to exceed two hours, and a one-half hour period for eating every four hours thereafter on employees' own time. An employee not notified the previous day that overtime will be required shall be reimbursed for reasonable meal expenses as allowed above upon submittal of a receipt or proof of the expenditure. The Employer shall have the option of providing a reasonable meal in the shop or at the job site in lieu of the above.

**SECTION E.** An Employer may permit a departure from normal working hours to 7:00 a.m. when requested by a majority of the Local 104 employees on a given job site or in a shop, provided the Employer submits this request in writing to the Union no less than forty-eight (48) hours prior to a change in schedule. The Employer may revert to the normal working hours by conducting a new vote and notifying the Union. Where heat conditions exist, the Employer may permit a starting time of no earlier than 6:00 a.m.

**SECTION F. OVERTIME RESTRICTIONS:** The Union may deny requests for overtime to jobsite new construction union members at such time as there is 10% of the Union's members unemployed. The provisions of this Section may be enforced 72 hours after verification of the above conditions with the Association's representative. **EXCEPTION:** Overtime shall be approved upon a request by the Owner or Agent of the owner no less than four (4) hours before the end of a work day preceding the day the work is to be performed and providing employees are provided time for a meal at no expense to the Employer.]

**[SANTA CLARA ~ SECTION A.** Regular working hours shall be 8:00 a.m. to 4:30 p.m., thirty (30) minutes for lunch, Monday through Thursday, and 8:00 a.m. to 12:00 noon, Friday for a thirty six (36) hour week.

**SECTION B.** The work week shall be scheduled in two-week increments consisting of a 40 hour week (eight hours per day between 8 a.m. and 4:30 p.m., Monday through Friday) and a 32 hour week (eight hours per day between 8 a.m. and 4:30 p.m., Monday through Thursday) and shall continue to alternate in such 40/32 manner. No employee shall work more than 72 hours in any scheduled two-week increment for any one Employer except at the overtime rate. The Employer may use but must pre-schedule alternate crews.

**SECTION C.** The employer may use an alternating crew schedule. The employer shall notify the Union in advance in writing of any such schedule. The alternating crew schedule shall be in effect in a shop upon notification and approval by the local Union. The use of an alternating crew schedule shall be applicable to individual job sites upon request and approval of the local Union.

The Employer shall also post in a prominent place on the shop bulletin board or in the job site gang box a work schedule listing the names of Employees and the Fridays to be worked. The local Union shall be furnished a copy of the schedule.

**SECTION D.** Except as otherwise provided pursuant to ARTICLE VI, SECTION 4 of the Standard Form of Union Agreement, all other work performed outside of the regular working hours, the Swing Friday or the alternating crew schedules in excess of 72 hours in a two week period, shall be paid at the appropriate overtime rate of the Class II journeyman gross taxable hourly wage rate.

**SECTION E.** Any Employee who is discharged after starting to work at starting time and working two (2) hours before such discharge, shall receive four (4) hours pay unless discharged for willful misconduct.

**SECTION F.** Any Employee who is discharged after starting to work at starting time and working until noon and starting to work after lunch before such discharge, said Employee shall receive eight (8) hours pay unless dis-

charged for willful misconduct.

**SECTION G.** The Union may allow a departure from normal working hours when so requested by the Employer and Employees on any given job or shop for reasons of unreasonable traffic and/or parking conditions, daylight savings time, safety hazards or other prevailing conditions, or when a majority of the craftspeople on the project have altered hours and such change shall continue so long as these conditions exist. The Employer shall make the request to the Union no less than twenty-four (24) hours prior to such a change in schedule. This section pertains to any early start request before 7:00 a.m.

**SECTION H.** It is hereby understood and agreed that where any overtime work is to be performed in the shop or on any job outside the regular working hours the Employer shall notify the Union office, giving the names of persons working and location of the job. Overtime work in the shop or on the job will be reported to the Union office **BEFORE** such work is performed. No overtime work may be performed without Local Union No. 104's permission.

**SECTION I.** All indentured apprentices attending day time training classes may be allowed to work on those days observed as Swing Friday and Floating Friday Holidays at the straight time hourly rate.

Employers shall provide supervision on the jobsite and/or in the shop.])

**[SAN MATEO ~ HOURS AND OVERTIME. SECTION A.** The work week shall be scheduled in two-week increments consisting of a 40 hour week (eight hours per day between 8:00 a.m. and 4:30 p.m. Monday through Friday) and a 32 hour week (eight hours per day between 8:00 a.m. and 4:30 p.m., Monday through Thursday) and shall continue to alternate in such 40/32 manner. No employee shall work more than 72 hours in any scheduled two-week increment for any one Employer except at the overtime rate. The Employer may use but must pre-schedule alternate crews.

**SECTION B. TERMINATION NOTICE.** The Employer shall provide and the Employee shall obtain from the Employer upon discharge a termination notice which shall state the reasons for such termination on forms provided to the Employer by the Association and the failure of the Employer or the Employee to comply with the terms of this provision shall constitute grounds for grievance against either or both parties. If said notice is unavailable at time of discharge a hand written substitute will be provided by a designated representative of the company, clearly stating the reason for termination.

**SECTION C.** Employees when discharged shall be paid in full.

**SECTION D.** An Employer may permit a departure from normal working hours to 7:00 a.m. when requested by a majority of the Local 104 employees on a given jobsite or in a shop, provided the Employer submits this request in writing to the Union no less than forty-eight (48) hours prior to a change in schedule. The Employer may revert to the normal working hours by conducting a new vote and notifying the Union. Where heat conditions exist, the Employer may permit a starting time of no earlier than 6:00 a.m.])

## **ITEM 8. DAVIS-BACON PROVISIO**

**SECTION A.** In the event that the Department of Labor pursuant to a determination, lawfully promulgated under the Davis-Bacon Act, finds that within the area covered by this agreement that the use of sub-journeypersons with respect to a public work is the "prevailing practice", it shall not be a violation of this Agreement for a contractor to bid for and/or to perform such public work project using non-journeyperson employees covered by any Local 104 addenda to [NORTH BAY ~ SFUA Form A-3-91] [SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SANTA CLARA, SAN MATEO ~ SFUA Form A-3-89] to which such contractor is signatory; provided that [NORTH BAY, SAN FRANCISCO, SANTA CLARA, SAN MATEO ~ such contractor first notify the business manager in writing of the public work project to be bid, and provided further, that the business manager or his/her delegate may determine which sub-journeyperson classification shall be used in connection with such project and that the ratio of journeypersons to sub-journeypersons on the project shall not be in

excess of two (2) sub-journeypersons for each three (3) journeypersons employed on the project.] ALAMEDA/CONTRA COSTA ~ said employees are otherwise eligible to perform on that type of project under terms of the Addendum utilized and further provided that the ratio of journeypersons to sub-journeypersons on the project shall not be in excess of two (2) sub-journeypersons for each three (3) journeypersons. Any Employer utilizing this provision shall notify the Union in writing within five (5) days of being notified that the firm is to be awarded a contract to perform the work.]

#### ITEM 9. HOLIDAYS

SECTION A. The following days are recognized holidays: New Year's Day, President's 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. If Christmas falls on Saturday, the preceding Friday shall be considered the legal holiday; and if the preceding Friday is already a holiday then the preceding Thursday shall be considered the legal holiday. If Christmas falls on a Sunday, the following Monday shall be considered a holiday; and if the following Monday is already a holiday; the following Tuesday shall be considered a legal holiday.

#### ITEM 10. SHIFT WORK

SECTION A. NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ Shift work will mean work performed immediately following the regularly scheduled work day and for the stated number of hours as follows.]

SECTION B. NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ Not less than five (5) consecutive days shall constitute a shift schedule, and all shift schedules shall end only on a Friday.]

SECTION C. NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ The first shift shall be considered the day shift which starts at 8:00 a.m. The second shift shall start immediately following the first shift. The third shift shall start immediately following the second shift.]

SECTION D. NORTH BAY, SAN FRANCISCO ~ The evening or swing shift shall receive twelve percent (12%) above the Class II straight time hourly rate of pay. The night or graveyard shift shall receive eighteen percent (18%) above the Class II straight time hourly rate of pay.]

ALAMEDA/CONTRA COSTA, SAN MATEO ~ A. First Shift: The first shift shall be eight (8) hours work with 8 hours pay Monday through Friday the first week and eight (8) hours work with 8 hours pay Monday through Thursday the following week in accordance with the work week (Item 7 Sect. A). The work week shall end on Thursday or Friday at 4:30 p.m.]

ALAMEDA/CONTRA COSTA, SAN MATEO ~ B. Second Shift: The second shift shall be seven and one-half (7 1/2) hours work with eight (8) hours pay, plus 10% of the Class II gross taxable hourly wage rate and Friday shall comply with the contract work week.]

ALAMEDA/CONTRA COSTA, SAN MATEO ~ C. Third Shift: The third shift shall be seven (7) hours work with eight (8) hours pay, plus 15% of the Class II gross taxable hourly wage rate and Friday shall comply with the contract work week.]

SECTION E. Forepersons shall receive the appropriate shift percentage differential, in addition to their foreperson percentage premium.

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 1/2 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 1/2 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 (\$.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 (1/2) 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 scaffold, bos'n chair, swinging stages, mechanically or electrically operated spiders, or mechanically operated cherry pickers or any similar mechanical device, said employee shall be compensated at the rate of one dollar (\$1.00) per hour above the prevailing hourly rate of pay. Such pay shall be paid for a minimum of two (2) hours regardless of the time worked. Where the Union Representative and Employer Representative agree to go to the jobsite and determine that a working condition indicates that a safety belt is preferable

but not necessary, such provisions will then not apply.]

**SECTION B. [NORTH BAY, SAN FRANCISCO]** ~ When working conditions exist that hazard work is on a routine on-off procedure during the work day (minimum of four (4) hours) then premium pay shall be paid for that full day.]

**SECTION C. [NORTH BAY, SAN FRANCISCO]** ~ All hazard work shall be performed with not less than two (2) employees working as a crew unless other workers are available in the immediate vicinity.]

#### **ITEM 15. INJURY PAY**

**SECTION A. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO]** ~ If an employee is injured requiring medical treatment and is unable to resume work, he/she shall receive a full day's pay. His/her availability to return to work shall be based on the doctor's written report. If an injured employee leaves the job for initial treatment and returns to work immediately after treatment, he/she shall be paid for the time he/she is off the job.]

**SECTION B. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO]** ~ Subsequent scheduled visits to the doctor for such injury [ALAMEDA/CONTRA COSTA, SAN MATEO ~ maximum of one] [NORTH BAY ~ maximum of two] shall be compensated for up to two (2) hours for time lost on that day unless it is mutually agreed additional time is necessary. [NORTH BAY, SAN FRANCISCO] ~ This provision shall not apply for consecutive days visits for treatment that is otherwise compensated through Workers' Compensation or equal compensatory statutes.]

**SECTION C. [SANTA CLARA]** ~ If a member has a job injury requiring medical treatment before noon and is unable to resume work, he/she shall be paid until noon. If the injury requiring medical treatment occurs after noon and he/she is unable to resume work, he/she shall receive the full day's pay. His/her availability to return to work shall be based on the doctor's report. If the injured member leaves the job for treatment for a job caused injury and returns to work the same day, he/she shall be paid for the time he/she is off the job.]

#### **ITEM 16. VEHICLE IDENTIFICATION**

**SECTION A. [NORTH BAY, SAN FRANCISCO]** ~ 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 two inch (2") legible letters accepted as a minimum. Removable signs will not comply with this section. Each signatory Employer shall be permitted to exclude one (1) company owned vehicle from this provision except when said vehicle is used to transport employees and materials. No employee may drive an unidentified company vehicle. Employees who drive trucks which carry company identification, and are not registered or leased to the Employer will be in violation of this Section 16. Employees shall not affix company signs to personal autos or trucks.]

**[ALAMEDA/CONTRA COSTA, SAN MATEO]** ~ The Employer agrees that all commercial load rated vehicles owned and/or operated by the Employer in conjunction with the performance of the work covered by this Agreement shall bear the name of the firm on both sides of the vehicle. One vehicle of the type described above and operated by management personnel of the firm is hereby excluded from the provisions of this Section and the Union may grant an exclusion of vehicles temporarily utilized for the purpose above described upon request by the Employer. Upon determination of a violation the Joint Adjustment Board shall assess a monetary penalty. Employees who drive trucks which carry company identification, and are not registered or leased to the Employer will be in violation of this Item. Employees shall not affix company signs to personal automobiles or trucks.]

**[SANTA CLARA]** ~ All signatory employers to this Agreement and Addenda agree to have the shop name painted on both sides of each truck and it shall also be in a conspicuous place on the rear of the truck. Letters to be not less than three (3) inches high and the owner's registration certificate displayed in plain sight in each truck.]

#### **ITEM 17. GENERAL SAFETY ORDERS**

**SECTION A. [NORTH BAY, SAN FRANCISCO]** ~ Employers shall be responsible for enforcing the General Safety Orders as prescribed by the Division of Industrial Safety of the State of California. (Also Safety Regulations.)]

**SECTION B. [NORTH BAY, SAN FRANCISCO]** ~ In the event of violation by the Employer of the General Safety Orders or Rules, he/she or his/her representative shall be notified immediately by telephone of such violation. The employees affected by such violation shall not work in the hazardous area, but other safe work may proceed. If no other safe work is available at the jobsite, the employees shall remain on the job and receive their regular wages for the balance of the work day unless reassigned to another job.]

**SECTION C. [NORTH BAY, SAN FRANCISCO, SANTA CLARA]** ~ When an Employer, as a condition of employment, requires employees to wear prescription safety glasses, the cost of said safety glasses shall be the responsibility of the Employer.]

**SECTION D. [SAN FRANCISCO]** ~ The use of illegal drugs, or headset type Radios during work hours by employees shall be a violation of Item 17 - General Safety Orders.]

**[SANTA CLARA]** ~ Employers shall be responsible for enforcing the General Safety Orders as prescribed by the Division of Industrial Safety of the State of California, and the Safety Rules and Regulations of the Division of Industrial Safety of the State of California, promulgated, pursuant to such orders. In the event of violation by the employer of the General Safety Orders or Rules, persons shall not work, but shall remain on the job and receive their wages for regular work hours until the violations are corrected to the satisfaction of the State Safety Inspector.]

**SECTION E. [SANTA CLARA]** ~ Employees should be aware of their responsibilities to themselves and their employer and should notify their immediate supervisors or employers of defective tools and hazardous work conditions.]

**SECTION F. [SANTA CLARA]** ~ Flagrant or repeated violations by an Employee of the "General Safety Orders and Safe Work Practices" shall be grounds for citation before the Executive Board of Local Union 104 for appropriate action.]

**SECTION G. [SANTA CLARA]** ~ Employees shall comply with all pre-established company safety policies which do not conflict with the Division of Industrial Safety of the State of California. It shall be the responsibility of the Employer to notify Employees upon the Employees' arrival at work of chemicals and contaminants used in any and all systems as to the best of their knowledge.]

**SECTION H. [ALAMEDA/CONTRA COSTA, SAN MATEO]** ~ An Employer that required the use of Safety Glasses shall, upon request, confer with the Union regarding any employee that requires prescription safety glasses.]

**SECTION I. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO]** ~ The Employer and the Employees share an interest and concern in the proper handling of identified asbestos and other hazardous products and shall implement such training and informational programs as are deemed necessary and proper to safeguard the health of employees, and aid the employers adherence to such regulations as may pertain.]

#### **ITEM 18. CHECK STUBS**

Pay check stubs for the purpose of employee record keeping shall contain the following information: Company name, employee name and/or Social Security Number, pay period ending date, hours worked, wages paid, and all deductions made. Santa Clara contractors will be allowed, if necessary, sufficient time to adjust payroll procedures.

#### **ITEM 19. EXPLOSIVE POWER ACTUATED TOOLS**

**SECTION A. [NORTH BAY, SAN FRANCISCO]** ~ Only qualified sheet metal workers [NORTH BAY ~ whose scope of work includes the use



of explosive power actuated tools and] who have certificates issued by the State Building and Construction Trades Council of California showing that he/she is qualified to operate Explosive Power Actuated Tools, shall operate such tools. Firms making Explosive Power Actuated Tools shall conduct training programs and examinations necessary to obtain certificates of qualification.]

## ITEM 20. WELDING WORK

**SECTION A. [NORTH BAY, SAN FRANCISCO, SANTA CLARA ~** Any employee, while welding or burning galvanized material or stainless steel, or any other materials that give off toxic and/or poisonous gases, shall not be required to weld in spaces that are not properly ventilated or are not in conformance with the State Safety Code.]

**[ALAMEDA/CONTRA COSTA, SAN MATEO ~** The Employer shall pay all costs pertinent to the certification of a Welder when such certification is specifically required by the Employer. This requirement shall not be construed to require reimbursement to the employee already certified for the work in question.]

## ITEM 21. PERSONAL TOOLS

**[NORTH BAY ~ SECTION A.** Each Employer shall be responsible for the replacement of employee's (Local 104 members only) tools damaged or stolen due to fire or theft by burglary, under the following terms and conditions. On jobsites where employees report directly from home, the Employer shall provide a gang box or similar facility adequate for the securing of both the employee and company tools. The employees shall be responsible for securing of all tools at the end of the work day in addition to their safe keeping during the regular work day. The employee's hand tools shall be separately locked in his/her own tool box and then placed in the locked gang box when not in use.

**SECTION B.** Each employee shall submit to the Employer, a tool inventory list as approved by the Joint Industry Committee.

**SECTION C.** It shall be the responsibility of the Employer to verify the inventory list. Failure to do so shall be an admission of liability for the listed tools in case of fire or theft.

**SECTION D.** It shall be the responsibility of the employee to use all reasonable means to preserve and protect his/her tools. Failure to do so will relieve the Employer of the replacement responsibility.

**SECTION E.** In the event of a disputed claim, both the Employer and the employee must appear before the Joint Industry Council within 48 hours (not including Saturday, Sunday or holidays) after notification, whose decision shall be final and binding.

**SECTION F.** In case of theft of tools the following procedure must be adhered to:

A notarized statement of tools stolen must be submitted to the following by the EMPLOYEE: POLICE DEPARTMENT, LOCAL UNION 104, LOCAL BUSINESS REPRESENTATIVE, THE EMPLOYER and the ASSOCIATION, verifying that an actual theft has been committed. This statement must contain the following information and be reported within FIVE (5) DAYS: employee's name, location and details of loss, date of loss, list of tools, date reported to Police, and the signature of both employee and employer.

**SECTION G.** No employee shall be eligible for employment or continued employment under the Hiring Hall Facilities until he/she has verified to the Dispatcher he/she possesses and maintains the below list of tools in good working order. The Dispatcher shall maintain appropriate records for this verification. Any additional tools outside the following list are not covered unless prior written verification has been submitted to the Employer. This tool list may be modified through the mutual consent of the Joint Industry Committee where specialized employment is involved.

Bulldog snips  
pair aviation snips  
pair wide-nosed pliers  
pair wide-tong pliers

pair vice-grip  
cold chisels  
scratch-awl  
Wiss 18 snips or equal  
one center or prick punch  
one hand drill  
two crescent wrenches  
two screw drivers  
one tinner's hammer  
one hack saw  
combination 12" square  
one 10, 12, or 16 foot tape  
one keyhole saw  
one 8 oz. plumb bob  
one Whitney or Parker hand punch (maximum length 10")  
3/8" drive ratchet

**NOTE: ALL CLAIMS OVER TEN DOLLARS (\$10.00) OF THE COST OF REPLACEMENT FOR EACH LOSS FROM FIRE OR THEFT MUST BE REPORTED TO THE EMPLOYER AND TO LOCAL UNION 104 WITHIN FIVE (5) DAYS AFTER LOSS IS INCURRED TO HAVE CLAIM CONSIDERED. APPROVED CLAIMS SHALL BE SETTLED BY ACTUAL TOOL REPLACEMENT.**

The above noted tools are not necessarily applicable to the pre-apprentice. Pre-apprentices shall not be expected to, nor shall they be allowed to, purchase personal hand tools in excess of a total amount not to exceed \$50.00 (fifty dollars). Newly dispatched pre-apprentices are to be allowed 10 (ten) working days within which to purchase the \$50.00 tool requirement.

**SECTION H.** No Employer shall be permitted to rent or borrow tools, equipment or vehicles from employees covered by this Agreement.

**SECTION I.** Employees shall not furnish any of the following tools: Power or motor-driven tools, extension cords, saw blades, carpenter's saw, hack saw blades, drill bits, files, soldering irons, fire pots, two foot squares, three or four foot circumference rules, Whitney punches over ten (10) inches in length, all sizes of pop rivet guns, all socket sets including ratchets, speed wrenches, staple guns, glue guns or any glass duct tools, welding hood, goggles, and welder's hand tools. Such tools, where required, shall be furnished by the Employer.

All battery, electric and/or electronic meters, testers, vacuum pumps, charging cylinders and the like are, when required, to be furnished by the Employer.]

**[SAN FRANCISCO ~ SECTION A.** The San Francisco Industry Fund shall be responsible for the replacement of employee's tools damaged due to fire or theft by burglary under the following terms and conditions: (This Item shall NOT apply if the Employer has not arranged for a locked gang box or other locked area where tools will be deposited for safekeeping or where the Employer has insurance coverage for such theft or damage and in which case the individual Employer shall be responsible for such loss and such replacement shall be made within 5 days and in accordance with Appendix (i);

**SECTION B.** The established San Francisco Sheet Metal Industry Fund, shall contribute annually into an accumulative tool protection fund.

**SECTION C.** The liability of the Fund shall be limited to the tools listed on the approved inventory forms; LESS THE \$10.00 OF THE COST OF REPLACEMENT, which shall be the responsibility of the employee.

**SECTION D.** Each employee shall submit to the Employer or his/her Representative a tool inventory list approved by the Labor/Management Committee (see below).

**SECTION E.** It shall be the responsibility of the Employer or his/her Representative to verify the inventory list; failure to do so shall be an admission of liability for the listed tools in case of fire or theft.

**SECTION F.** It shall be the responsibility of the employee to use all reasonable means to preserve and protect his tools. Failure to do so will relieve the Employer of all liability. Any employee willfully making false or inaccurate claims will be in violation of this Agreement and will be dealt with by the Union.

**SECTION G.** In the event of a disputed claim, both the Employer or his/her Representative and the employee must appear before the Labor-Management Committee whose ruling shall be binding.

**SECTION H.** In case of theft of tools the following procedure must be adhered to:

A notarized statement of tools stolen must be submitted to the following by the **EMPLOYEE: POLICE DEPARTMENT, LOCAL UNION NO. 104, SMACNA-SAN FRANCISCO**, verifying that the actual theft has been committed.

This statement must contain the following information and be reported to the San Francisco Sheet Metal Industry Fund within **FIVE DAYS**. Member's name, location and details of loss, date of loss, date reported to police, and the signature of both Employee and Employer. **THE COMPANY MUST STATE IN THIS REPORT THAT IT DOES NOT HAVE INSURANCE COVERAGE IN EFFECT FOR SUCH LOSSES AND THAT A SAFE PLACE HAD BEEN PROVIDED FOR TOOL STORAGE.**

**SECTION I.** Any additional tools outside this list are not covered by this insurance plan.

- One Metal Tool Box
- One Bulldog Snips
- Two pair aviation snips
- One pair wide nosed pliers
- One pair wide-tong pliers
- Two pair vice grip pliers
- One pair ventilation duct tongs
- Two cold chisels
- One scratch-awl
- One pair No. 18 Wiss snips
- One center or prickpunch
- One hand drill
- Two crescent wrenches 8 inch and 12 inch
- Two rivet sets
- Two screwdrivers
- One Tinner's hammer
- One pair eight inch dividers
- One six foot folding rule
- One twelve inch level
- One hacksaw
- One combination twelve inch square
- One 16 foot tape
- One keyhole saw
- One eight oz. plumb bob
- One Whitney or Parker hand punch
- One 3/8" drive ratchet

**SECTION J. NOTE: ALL CLAIMS OVER TEN DOLLARS (\$10.00) OF THE COST OF REPLACEMENT FOR EACH LOSS FROM FIRE OR THEFT MUST BE REPORTED TO THE EMPLOYER AND TO LOCAL UNION NO. 104, AND THE SAN FRANCISCO SHEET METAL INDUSTRY FUND WITHIN FIVE (5) DAYS AFTER LOSS IS INCURRED TO HAVE CLAIM CONSIDERED. APPROVED CLAIMS SHALL BE SETTLED BY ACTUAL TOOL REPLACEMENT BY THE SAN FRANCISCO SHEET METAL INDUSTRY FUND, NOT BY CASH.**

**SECTION K.** The benefits described above shall apply to members of Local Union No. 104 covered by this Agreement.

**SECTION L.** No Employer shall be permitted to rent or borrow tools, equipment or vehicles from employees covered by this Agreement.

**SECTION M. S.F.U.A. ARTICLE IX, SECTION I.** No Employee shall furnish the following tools which are not considered to be hand tools of the trade; power or motor driven tools, extension cords, saw blades, carpenter's saw, hack saw blades, drill bits, files, soldering irons, fire pots, two foot squares, three or four foot circumference rules, whitney punches other than the small hand set, all sizes of pop rivet guns, all socket sets, speed wrenches, staple guns, glue guns or any glass duct tools, welding hood, goggles, and welder's hand tools.]

**[ALAMEDA/CONTRA COSTA, SAN MATEO ~ SECTION A.** The Industry and Education Trust Fund shall be responsible for the replacement of employee tools lost or damaged due to fire or theft at a signatory employer's plant or job site, less the first \$10.00 of the cost of replacement, and under the following terms and conditions.

1. It shall be the responsibility of the employee to use all reasonable means to preserve and protect his/her tools. Failure to do so will relieve the Industry and Education Trust Fund of all liability. Any employee willfully making false or inaccurate claims will be in violation of this agreement and will be dealt with by the Union.

2. In the event of a disputed claim, the matter shall be referred to the Joint Adjustment Board for resolution.

3. In case of theft of tools, a notarized statement of tools stolen must be submitted to the following by the employee. Police Department having jurisdiction, Local Union 104, the Employer and the Administrator of the Industry and Education Trust Fund, verifying that the actual theft has been committed. The statement must contain the following information and must be reported within five (5) days: Member's name, location and details of loss, date of loss, date reported to Police and person contacted in Police Department and the signature of both the Employer and Employee.

**SECTION B.** Tools as described below shall be replaced (by tools) to a maximum value of \$450.00, less the \$10.00 deductible described in paragraph 1 of this section.

Approved tools:

- One Bulldog Snips, combination if available
- Two pair of aviation snips, M1 and M2
- One pair wide nosed pliers
- One pair wide tong pliers, Hamlett off-set
- Two pair vice-grip pliers, 10
- One scratch-awl
- One pair No. 18 Wiss Snips (or equal)
- One center or prick punch
- One crescent wrench, No. 10
- Two pair vice grip welding clamps
- Two screwdrivers
- One tinner's hammer or claw hammer
- One hacksaw
- One combination 12" square
- Sixteen foot tape
- One 8 oz. plumb bob
- Tool box
- Whitney punch
- Large duct tongs
- Self-chalker
- Finger tongs
- Vice grip
- C" clamp tongs
- Large compound duct tongs
- Machinist square
- 1-3/8" drive ratchet

**SECTION C.** In addition to the above provisions, a shop employee who completes and submits during the month of July each year (or within a week of his/her first day of employment with a firm) a full inventory of his/her tools that are kept on the company premises and whose tools are kept in a locked container (bin, tool chest, etc.) will be reimbursed with tools lost to a total value of \$650.00 by the Industry and Education Trust Fund, providing all other provisions of this section are met. The Administrator of the Fund may, at his/her discretion, make adjustment by cash settlement upon a receipt rendered and showing actual purchase of replacement tools.]

**SECTION D. [SAN MATEO ~** No employee shall rent to his/her Employer any tools, equipment or conveyance of any kind or description; nor shall he/she be permitted to furnish hand tools which will not fit into a twenty-two (22) inch long tool box; nor shall he/she furnish power tools,



extension cords, drill bits, hacksaw blades, or pop-rivet guns.]

**[SANTA CLARA ~ PERSONAL TOOLS:** Members shall be required to wear tool belts, adequate clothing, to furnish and carry a sufficient number of hand tools as to perform their work in a proper manner. The following is a minimum suggested list: tool belt and tool box, one sheet metal hammer, one claw hammer or nail puller (cat's paw), three assorted screwdrivers, one pliers, one chisel, one pair dividers, one scratch awl, one pair hand tongs, one pair bulldog snips, one pair #18 or larger snips, one pair aviation snips (right and left), one 12' tape measure, one hacksaw frame, one keyhole saw handle, one combination square (tri-square), one plumb bob, one hand whitney punch #5, two pair vice grips, one 6" crescent wrench, one hand pop rivet gun.

No Employee shall rent to any Employer any tools, equipment or conveyance of any kind or description. He or she shall not furnish power tools, extension cords, drill bits & hacksaw blades.]

**[SANTA CLARA ~ TOOL INSURANCE: SECTION A.** The Employer shall be responsible for the replacement of their employees' tools lost or damages due to fire or forced entry under the following terms and conditions:

- a. The tools were under the Employer's lock and key at the shop, job site or in a company vehicle.
- b. The liability of the Employer shall be limited to the tools listed on the approved inventory, LESS THE FIRST \$10.00 OF THE COST OR REPLACEMENT, which shall be the responsibility of the employee.
- c. Each employee shall submit to the Employer or his/her representative a tool inventory list.
- d. It shall be the responsibility of the Employer or his/her representative to verify the inventory list.
- e. It shall be the responsibility of the employee to use all reasonable means to preserve and protect his/her tools and the company's tools. Failure to do so will relieve the Employer of all liability. Any employee willfully making false or inaccurate claims will be in violation of the Agreement and will be dealt with by the Joint Labor/Management Committee.
- f. In the event of a disputed claim, both the Employer and his/her representatives and the employee must appear before a Local Joint Labor/Management Committee whose ruling shall be final and binding.
- g. In case of theft of tools, a signed statement of tools stolen must be submitted to the following by the employee: POLICE DEPARTMENT, LOCAL UNION NO. 104, THE EMPLOYER AND SANTA CLARA DISTRICT OF SMACNA, verifying that the actual theft has been committed. This statement must contain the following information and be reported immediately upon discovery of the loss: member's name, location and details of loss, date of loss, date reported to the police and the signature of both Employer and Employee.

**SECTION B.** All claims over ten dollars (\$10.00) of the cost of replacement for each loss from fire or forced entry must be reported to the Employer, the Association and to Local Union No. 104 immediately upon discovery of loss to have claims considered. Approved claims shall be settled by actual tool replacement by the Employer, not by cash.

**SECTION C. STORAGE:** Where tool storage is provided for the employer's tools and/or equipment, adequate storage will also be provided for the employee's tools.]

## ITEM 22. STEWARDS

**SECTION A. [NORTH BAY, SAN FRANCISCO, SANTA CLARA ~** Stewards may be appointed by the Union at its sole discretion and no Employer shall in any way discriminate against a steward, or lay him/her off, or discharge him/her, as a result of any action taken by him/her in the proper performance of his/her Union duties, nor shall any [NORTH BAY ~ field] jobsite steward employed for ten days or more be discharged except for proven dishonesty, theft, fighting on the job, inefficiency, repeated absence or tardiness, intoxication on the job or willful destruction of com-

pany property so long as three or more employees remain at the jobsite.] **[NORTH BAY, SAN FRANCISCO ~** No steward shall call or cause a work stoppage.]

**SECTION B. [NORTH BAY, SAN FRANCISCO, SANTA CLARA ~** A Steward is a working journeyman employee who shall, in addition to his/her work as a journeyman, be permitted to perform during working hours such of his/her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible. The Union shall notify the individual Employer of the appointment of such steward.]

**SECTION C. [NORTH BAY, SAN FRANCISCO ~** It is agreed that there [NORTH BAY ~ may] [SAN FRANCISCO ~ shall] be one Steward appointed by the Union in each shop. It is further agreed that on each job requiring four or more workers, there [NORTH BAY ~ may] [SAN FRANCISCO ~ shall] be a Steward appointed by the Union. Whenever possible, Stewards appointed shall have been with the Employer over one year. It shall be the Union's responsibility to notify the Employer involved, in writing, within 48 hours, when stewards are appointed. The Stewards shall cooperate with all OSHA Standards.]

**SECTION D. [NORTH BAY, SAN FRANCISCO ~** A Steward shall be notified of all overtime work.]

**SECTION E. [NORTH BAY, SANTA CLARA ~** If a Steward is to be terminated, he/she shall be provided his/her Termination Notice at least two (2) working days prior to said termination and a copy of same shall be mailed immediately to the Union. If the Steward, who may consult with the Union, wishes to challenge the termination as being in violation with the terms and conditions of this section, he/she may request a hearing before the Joint Adjustment Board. Such request must be made before the effective date of termination and shall require that the Joint Adjustment Board meet on the matter within three (3) working days of receipt of said request.]

**[SAN FRANCISCO ~** No Steward shall be discharged prior to seventy-two (72) hours notice to the Union except for just cause. If the Steward, who may consult with the Union, wishes to challenge the termination as being in violation with the terms and conditions of this section, he/she may request a hearing before the Joint Adjustment Board. Such request must be made before the effective date of termination and shall require that the Joint Adjustment Board meet on the matter within three (3) working days of receipt of said request.]

**SECTION F. [SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SANTA CLARA ~** Steward Grievance: If the Steward is terminated and a decision rendered finding the Employer is in violation, said Employer shall be subject to reimbursement to the Steward in such amount as is determined by the Joint Adjustment Board.]

**[SAN MATEO ~ SECTION A.** Stewards may be appointed by the Union at its sole discretion and no Employer shall in any way discriminate against a steward, or lay him/her off, or discharge him/her, as a result of any action taken by him/her in the proper performance of his/her Union duties.

**SECTION B.** A Steward is a working journeyman employee who shall, in addition to his/her work as a journeyman, be permitted to perform during working hours such of his/her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible. The Union shall notify the individual Employer of the appointment of such Steward.]

**[ALAMEDA/CONTRA COSTA ~ SECTION A.** Stewards may be appointed by the Union at its sole discretion and no Employer shall in any way discriminate against a Steward, or lay him/her off, or discharge him/her, as a result of any action taken by him/her in the proper performance of his/her Union duties, nor shall any jobsite steward, employed for ten (10) days or more be discharged except for proven dishonesty, theft, insubordination, fighting on the job, inefficiency, repeated absence or tardiness, intoxication on the job or willful destruction of company property so long as five (5) or more employees remain at the jobsite.

**SECTION B.** A Steward is a working journeyman employee who shall, in addition to his/her work as a journeyman, be permitted to per-

form during working hours such of his/her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible. The Union shall notify the individual Employer of the appointment of such steward.

**SECTION C. STEWARD TERMINATION:** If a Steward is to be terminated, he/she shall be provided his/her Termination Notice at least two (2) working days prior to said termination and a copy of same shall be mailed immediately to the Union. If the Steward, who may consult with the Union, wishes to challenge the termination as being in violation with the terms and conditions of this section, he/she may request a hearing before the Joint Adjustment Board. Such request must be made before the effective date of termination and shall require that the Joint Adjustment Board meet on the matter within three (3) working days of receipt of said request.]

#### **ITEM 23. SHOP ACCESS CLAUSE**

**SECTION A. SMWIA Local 104 Business Representatives** shall have free access to any shop or job at any time work is being performed for the transaction of business pertaining to the employees covered under the terms of this agreement. The Business Representatives shall first announce their presence to the front office and shall in no way be hindered in the performance of their business. Time shall be kept to a minimum.

#### **ITEM 24. COMPLAINTS**

**SECTION A. NOTIFICATION OF HEARING.** Notification of Local Joint Adjustment Board hearings provided for in this agreement shall be by registered mail dated at least forty-eight (48) hours prior to the time and date of the hearing and shall include an itemization of all charges with sufficient information so as to afford a full awareness of the situation to the parties involved.

**SECTION B. RETROACTIVE LIMIT FOR EMPLOYEE GRIEVANCES.** The Union shall notify the Employer or his/her representative within thirty (30) days of the date a violation is brought to the Union's attention. No retroactive adjustment shall be required in excess of ninety (90) working days from the date the grievance is brought to the attention of the Employer. Time limits do not apply to fraud committed by an Employer and/or Employee.

1. **EMPLOYEE PROTECTION:** This provision shall not result in the loss of any wage or fringe benefits provided by this Agreement to any employee who is unaware that said wages and/or fringes have not been rendered in accordance with the provisions of this Agreement, or refusal to perform hazardous work.

2. Nothing in this section shall serve to limit the Union's rights under Article X or to limit any remedies under Article X, Sections 1-7.

**SECTION C. JOINT ADJUSTMENT BOARD APPEALS.** On an appeal of a Local Joint Adjustment Board decision to the National Joint Adjustment Board, as per Article X of the Standard Form of Union Agreement, a copy of said appeal must be sent to the Chairman and Secretary of the Local Joint Adjustment Board on the same date said appeal is filed. Said copy shall be sent by certified mail, return receipt requested.

#### **ITEM 25. UNION LABEL CLAUSE**

**SECTION A. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO]** ~ The Sheet Metal Workers' Union Label shall be applied to sheet metal work manufactured, assembled and fabricated by employees covered under the terms of this Agreement. The Employer agrees to give preference when possible, to material and equipment bearing the label of the Sheet Metal Workers' International Association, and the Union and the Association may appoint a committee for the purpose of determining the legality of any other clause which may strengthen this one. It is not contemplated that any clause in this agreement is in violation of any existing federal or state laws. This Section shall be operative only where in conformance with all existing Federal and State laws.]

**SECTION B. [SANTA CLARA]** ~ All sheet metal work manufactured, assembled and fabricated outside the jurisdiction of local Union No. 104 by

members of the Sheet Metal Workers' International Association for installation within the jurisdiction of Santa Clara County shall bear the Sheet Metal Workers' Union Label. The Union and the Association will jointly publicize and submit to the contractors the names of firms and companies under Agreement with local Unions affiliated with the Sheet Metal Workers' International Association.]

**SECTION C. [SANTA CLARA]** ~ Fabricated pipe and fittings for Light Commercial work as defined by the bargaining parties shall bear the yellow label and be manufactured at the Building Trades rate of pay. Said items shall include, but not be limited to wyes, spin-in's, ceiling boxes, round elbows with adjustable gores 24" round and above and any and all fittings construed to make up an individual system.]

#### **ITEM 26. SMACNA STANDARDS OF WORK**

**SECTION A. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO]** ~ All work shall be completed in a professional and workmanlike manner and as consistently as possible to accept SMACNA standards.

**SECTION B.** No employee covered by this Agreement shall make installations of any type or manner that is not in accordance with any applicable city, county or state ordinances or codes.]

#### **ITEM 27. HIRING HALL AND REFERRAL**

**SECTION A.** Local 104 shall be the sole and exclusive source of referrals of applicants for employment with employers signatory to the Standard Form of Union Agreement (A-3-89) [NORTH BAY - A-3-91] and the Addenda thereto. The Employer shall have the right to reject any applicant for employment. A rejected applicant, however, shall be entitled to two (2) hours' pay at the established rate. The two-hour show-up pay shall not be required in the event that the Employer has made a request for an individual(s) with specific experience and/or skills and the individual reporting admits and/or agrees that he/she does not meet the required criteria. In the event the Union is unable to fill a call within forty-eight (48) hours (not including Saturdays, Sundays and holidays), the Employer shall be free to hire from any source.

**SECTION B.** Local 104 shall select and refer applicants for employment without discrimination by reason of race, color, religion, national origin, age, sex, membership or non-membership in the Union; or by reason of the Union's By-Laws, constitutional provisions or any other aspect of Union membership, except failure to tender periodic dues and initiation fees uniformly required for membership in the Union or Collective Bargaining service fees in accordance with Section 8(a) (3) of the National Labor Relations Act, as amended.

**SECTION C.** Dispatch offices shall be maintained in San Francisco, San Leandro, San Mateo, Petaluma, Vallejo, San Jose, Castroville and Eureka. Referrals to signatory contractors shall be made from the dispatch office specified in the Addendum signed by that contractor, or at the option of the contractor, from the dispatch office for the addendum area in which the particular contractor's job is located. All other employers performing work falling within the jurisdiction of sheet metal work shall request referrals from the dispatch office for the addendum area at which such work is located. Dispatch hours shall be Monday through Friday 7:30 a.m. to 9:30 a.m. and 3:30 p.m. to 5:00 p.m.

**SECTION D.** No applicant for employment shall be employed or re-employed unless he/she has secured a properly executed dispatch slip. However, telephone dispatches may be made provided the employee and employer secure a properly executed dispatch within five (5) days of the commencement of employment. It shall be the responsibility of the employee to make sure that a properly executed dispatch is received by the employer.

**SECTION E.** The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which he/she is qualified.

**GROUP A.** All applicants for employment who have four (4) or

more years experience as a Sheet Metal Building Trades Journeyperson and who pass the Journeyperson examination administered by the Addendum Area Joint Apprenticeship and Training Committee or have successfully completed a Sheet Metal Worker's apprenticeship program recognized by the Referral Appeals Committee, and who have been employed within the jurisdiction of Local 104 for a signatory contractor(s) for at least 1200 hours within a consecutive twenty-four (24) month period within the thirty-six (36) consecutive month period preceding registration, and who is a resident of the construction labor market as defined herein. Disputes which may arise over the placement of an applicant in Group "A" or Group "B" may be appealed by an adversely affected applicant to the Referral Appeals Committee. "Hours worked" for the purpose of this group shall include periods of employment as a sheetmetal worker with a public entity within the jurisdiction of Local No. 104. After initial qualification for the Group A, maintenance of at least 1000 hours work within each 36 month period thereafter shall be the minimum requirement for maintenance of Group A status. Periods of unemployment due to disability, illness or military service shall toll the 36-month requirements contained herein. All applicants must be available for work to be eligible to maintain their name on the "A" list.

**GROUP B:** All applicants for employment who have four (4) or more years of experience as a Sheetmetal Building Trades Journeyperson and/or who have completed an apprenticeship program recognized by the Referral Appeals Committee and who have worked at the trade for at least 1200 hours in a consecutive twenty-four (24) month period within the 36-month period preceding registration. Group B applicants may apply for Group A registration upon attaining residency as defined herein and completion of 1200 hours work within a twenty-four (24) month period as a Group B referral.

All requirements for hours for advancement to a higher priority group shall be verified by a check of hours reported to the Health Plan and/or Supplemental Pension Plan. Hours and work experience requirements for initial registration in priority Groups A, and B shall be verified by objective evidence of actual work experience and hours and/or verification of graduation from approved apprenticeship programs. The burden of providing adequate proof of qualifications for any list shall be upon the applicant.

Residency for the purposes of establishing qualification for Group "A" referral shall mean that the applicant has established a permanent home within the Normal Construction Labor Market. "Permanent home" means that the applicant has proven his/her commitment to work and live within the construction labor market evidenced by one or more of the following:

- (1) home ownership
- (2) residential lease for a fixed term (not month to month)
- (3) voter registration at residence
- (4) vehicle registration at residence
- (5) valid drivers license listing residence
- (6) registration of children in local schools

The Normal Construction Labor Market comprises the geographic jurisdiction of Local 104. "Permanent Home" shall be conclusively presumed in the event that an employee has had contributed on his/her behalf to the local 104 Supplemental Pension Plan at least 300 hours in each of four (4) consecutive years prior to application for Group A status, and the 1200 hour requirement contained herein has been met.

**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 G.** Dispatch from each priority group shall be by date of registration on a first in first out basis. Group A applicants 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.

The Referral Appeals Committee shall hear and consider any complaint of any employee or applicant for employment arising out of the administration by the Union of the hiring and referral procedures contained in this Agreement. The Referral Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Union. The Appeals Committee in connection with its duties to hear and decide complaints shall have the authority to interpret the procedures contained herein, but is not authorized to add to, subtract from, or modify any of the provisions of this Agreement. The Referral Appeals Committee shall have the authority to toll the thirty-six (36) month requirement for Group A status for lengthy periods of industry unemployment.

Any individual employee or applicant for employment claiming a grievance by any act or conduct in effecting referrals and who contends the referral procedure is not operating in accordance with the terms of this Agreement, shall have the right to file a written complaint with the Referral Appeals Committee within 48 hours (Saturday, Sunday and holidays excluded) after the occurrence giving rise to the grievance. Failure to file within the time contained herein shall constitute a waiver of such grievance.

**SECTION N.** Apprentices shall be hired and transferred in accordance with the apprentice provisions of the Agreement between the parties.

**SECTION O.** When conditions exist requiring a reduction in force the Employer shall lay off all Group "B" referrals before Group "A". In order to comply with this provision requiring inverse order of lay-off, Group "A" Employees of Employers whose principal place of business is within the jurisdiction of Local No. 104 may be moved from jobsite to jobsite to assure the retention of higher priority group employees during periods of lay-off. Group "A" Employees of an Employer whose principal place of business is without the geographical jurisdiction of Local 104 may not be moved to a jobsite outside of the territorial jurisdiction of the dispatch office serving the jobsite area. Group "B" Employees may not be moved from jobsite to jobsite in order to avoid layoff. Properly registered Group "A" applicants shall have the right when out of work to replace any currently working Group "B" registrant by giving 48 hours' notice in writing to the dispatcher of his/her intention to exercise his/her "bumping" privilege. The dispatcher shall notify the Employer. As between Group "A" applicants who have given such notice, preference shall be given the registrant highest on the priority list. The Employer shall have the right in his/her sole discretion to choose the B group employee to be displaced when the bumping privilege provided herein is exercised. The "bumping" privilege may not be exercised to replace an Employee who has been dispatched to fill a special skill call unless the Group "A" registrant possesses such special skill. Employees who are terminated shall be issued a notice of termination by the employer which shall state the reason for such termination. The termination notice shall be on forms provided to the Employer. If said notice is unavailable at the time of discharge, a handwritten substitute may be made and signed by a representative of the company clearly stating the reasons for termination. In the event an employer indicates that a terminated Employee is "not eligible for rehire," such designation shall be honored by the dispatch office for no more than three (3) months, unless

the employee grieves such designation to the Referral Appeals Committee. In such case, the period of ineligibility for rehire, if any, shall be determined by the Referral Appeals Committee established herein. In the event the discharge itself is grieved as a violation of Item 27 herein, such grievance shall be processed in accordance with Article X of the Standard Form of Union Agreement.

**SECTION P.** In the event an Employee contests the reason for termination, notice of grievance must be filed with the Business Representative within seven (7) days of termination.

**SECTION Q.** Alameda/Contra Costa Counties Industrial Journeypersons who have completed the apprenticeship program shall be allowed access to the Building Trades Hiring Hall in all areas.

**SECTION R.** The Employer agrees that the Union will not be liable for any acts or omissions, tortious or otherwise of any applicant referred for employment.

## **ITEM 28. JOINT APPRENTICESHIP COMMITTEE**

The language set forth below shall be subject to action and authority of the Sheet Metal Workers' Local 104 and Bay Area Industry Training Fund pursuant to the authority granted to them in the Merger Agreement and the Sheet Metal Workers' Local 104 and Bay Area Industry Training Trust Agreement providing the direction to effectuate the merger and consolidation of the apprenticeship committees. In the event of a conflict between any rules and regulations established by the Trust Fund and the language contained herein, the language of the Trust Agreement and any rules and regulations established therein shall prevail.

**[NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO - SECTION A.** Application for Apprenticeship shall be made available by the Joint Apprenticeship Committees (hereinafter referred to as the JAC) through the Hiring Hall for all prospective applicants without regard to race, creed, color, sex, religion or lack of union affiliation. The JACs shall test, evaluate, interview, and place eligible applicants in the "Applicant Apprentice Pool", as provided in the selection procedures adopted by the JAC. Applicant apprentice employment, wages, fringes and other employment conditions shall be established by the JAC or the SMWIA 104 and Bay Area Industry Training Fund. The Hiring Hall Facility shall lend its full cooperation to the JAC.

**SECTION B.** All duly qualified apprentices shall be under the supervision and control of the JAC composed of an equal number, as the committee may deem necessary, representing the Union (Labor) and the Employer (Management). Local 104 shall appoint the Labor Representatives. The Bay Area Association shall appoint the Employer Representatives. Each party shall give written notice to the other and the Division of Apprenticeship Standards, designating their members and any replacement thereof. No new member shall be recognized unless such notice has been received. Any three (3) said members shall constitute a legal quorum, provided each member of the committee has been notified by any form of United States mail not less than three (3) days in advance of all meetings. The Chairman, or the Secretary, or the Division of Apprenticeship Standards representative, or any two (2) committee members may call a special meeting of the committee. Said JAC shall formulate and make operative such rules and regulations as they may deem necessary, which do not conflict with the specific terms of this Agreement to govern the applications, eligibility, registration, selection, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade and to secure proper technical and practical education and experience in the trade by all apprentices. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as part of this Agreement.

**SECTION C.** The JACs are hereby authorized to indenture a maximum overall industry ratio of one (1) apprentice to each three (3) journeypersons in the Hiring Hall. The JACs shall do everything in their power to maintain the maximum number of indentured apprentices. The JAC shall determine the placement of such apprentices by selecting those shops most qualified to perform the training. Employers wishing to train apprentices may file application with the JAC. All placement of apprentices shall be through the

Hiring Hall system. All apprentices are indentured to the JAC and the Employer does not have the unilateral authority to transfer or terminate the employment of an apprentice without prior approval of the JAC, except that the first year or 2,000 hours of employment of an indentured apprentice shall be considered a probationary period. The JAC shall endeavor to keep all apprentices working while using the below ratio as a "guide" in placing those apprentices who are unemployed. The first apprentice may be dispatched following the employment of the second journeyman and thereafter the apprentice to journeyman ratio shall not exceed 1 to 3, unless otherwise determined by the JAC, the Trust Fund or the signatory parties hereto.]

**[NORTH BAY ~ SECTION D.** So as to assure continuity of Residential, Light Commercial and Building Trades journeyman training; when A/C Specialists are employed, a minimum mandatory employment ratio of apprentices to journeymen is hereby agreed to by both Labor and Management. Said ratio shall be, when available, one (1) apprentice for every five (5) journeymen signatory to this contract.]

**SECTION E.** All applicants for apprenticeship shall be at least [NORTH BAY, SAN FRANCISCO ~ seventeen (17) years of age] [SAN MATEO, ALAMEDA/CONTRA COSTA ~ eighteen (18) years of age] and each apprentice shall serve an apprenticeship of [NORTH BAY, SAN FRANCISCO ~ not less than five (5) years] [SAN MATEO, ALAMEDA/CONTRA COSTA ~ four and one-half (4 1/2) years]. All applicants shall be required, as a pre-employment qualification before receiving a dispatch, to show proof of having a valid California Drivers License, and shall, during the tenure of his/her training, maintain an acceptable driving record. Supervision of apprentices may be liberalized pending ability of the individual apprentice's knowledge of the sheet metal trade and safety procedures. The responsibility for the liberalization of supervision shall be borne by the individual employer.

A graduated gross taxable wage scale for apprentices shall be established and maintained for each geographic area on a percentage basis of the established gross taxable wage rate for Class II journeyman sheet metal workers. (SEE ATTACHED)

Wage/fringe Schedules for Building Trades apprentices in Marin, Sonoma, Mendocino, Lake, San Mateo, Alameda, Contra Costa, Napa, Solano, Santa Clara and San Francisco Counties shall be attached hereto.

**SECTION G.** Following notification by the JAC, each Employer shall advance his/her apprentices from one period of apprenticeship to the next on February 1st and [NORTH BAY, ALAMEDA/CONTRA COSTA, SAN MATEO ~ July 1st] [SAN FRANCISCO ~ August 1] of each year. Future apprentice schedules will be published based on the above schedule of the journeyman gross taxable rate, plus fringes, as mutually agreed.]

**[SANTA CLARA ~ SECTION I.** A qualified Employer who employs one (1) or more journeymen for a period of six (6) months, may employ one (1) apprentice, and one (1) additional apprentice for each four (4) additional journeymen employed.

2. It is hereby agreed that each apprentice shall be entitled to work on the job alone after he/she has served three years of his/her apprenticeship, and has completed the sixth (6th) level of training. He/she will be classified as an apprentice, and shall not have another apprentice with him/her, nor shall the employer be eligible to replace him/her with another apprentice prior to his/her turning out except for willful misconduct or any other penalty provided for under this Agreement.]

#### **ALL AREAS**

3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the National Training Fund and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a Collective Bargaining Agreement providing for contributions to the National Training Fund and a Local JATC. Therefore, the Trustees of the National Training

Fund and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the Union sector of the Industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all National Training Fund and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing National Training Fund Materials and Programs.

**[SANTA CLARA SHEET METAL SERVICEPERSON APPRENTICESHIP PROGRAM:** Section A-D below.

**SECTION A.** In recognition of the fact that the additional training of a qualified Serviceperson is of vital importance to our industry, the parties hereto have agreed to initiate a Sheet Metal Serviceperson Apprenticeship Program.

**SECTION B.** Inasmuch as this program has been recognized and certified by the State of California Division of Apprenticeship Standards and placed under the jurisdiction of the existing Joint Apprenticeship Committee, the rules and regulations governing apprentices now in effect shall be applicable to these new apprentices with certain exceptions as stipulated below.

**SECTION C.** A Sheet Metal Serviceperson Apprentice, where capable, shall not be required to work under the supervision of a journeyman. No sheet metal work shall be performed by a Sheet Metal Serviceperson Apprentice except as stated in paragraph one of the Addendum.

**SECTION D.** The Employer, upon signature or acceptance of this supplemental Agreement, agrees that all other provisions of the Standard Form of Union Agreement and Addendum shall be in effect.]

#### **ITEM 29. PRE-APPRENTICE**

**[NORTH BAY ~ SECTION A.** Article XII, Section 1 of the SFUA is hereby adopted as amended. It is hereby agreed that the Employer may apply to the Joint Apprenticeship Committee (or other such Committee as may be agreed to by the parties) and said Committee shall grant pre-apprentices from the pool of "approved apprentice applicants" to a total of one (1) pre-apprentice for each allowable apprentice, and only when such Employer maintains a ratio of no less than one (1) indentured apprentice for each three (3) journeymen in his employ. Irrespective of the above ratio, any Employer with one (1) or two (2) journeymen shall be entitled to one (1) pre-apprentice. All placement of pre-apprentices shall be through the Hiring Hall system.

In the case of there being no applicants available from the "approved apprentice applicant" list or the out-of-work list in the Hiring Hall, an Employer may refer an applicant to the Coordinator of the Joint Apprenticeship Committee who shall interview such applicant and submit their name to the Hiring Hall for dispatch to an Employer upon request provided said Employer meets the requirements of this Section. Pre-Apprentices not dispatched from the "approved applicant" pool must meet the apprentice qualifications prior to being accepted as an apprentice. An applicant requested by name shall be dispatched.

Further, at such time as the Hiring Hall makes it known to the Employer that it has pre-apprentices on the out-of-work list, the Employer shall first consider such persons for employment.

A request to employ an applicant by name shall be made to the Hiring Hall by letter or phone, and any pre-apprentices that are terminated shall be issued a notice of termination by the Employer which shall state the reason for such termination. The termination notice shall be on forms provided to the Employer. If said notice is unavailable at the time of discharge, a hand-written substitute may be made and signed by a representative of the company, and clearly stating the reasons for termination.

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship Committee shall



evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one year unless he/she has been found to be qualified as an applicant.

The wage scale for pre-apprentices shall be as listed below. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties.

Effective July 1, 1995, the Pre-apprentice total wage package shall be increased as noted in the Wage/Fringe per the Light Commercial Addendum. After 12 months of employment, the pre-apprentice total wage package shall be increased 3%.

**SECTION B.** The parties agree to meet and establish necessary procedures of restructuring the use of the pre-apprentice program with regards to advancement towards apprenticeship. Such plan is to be as similar as possible for all contract areas of Local 104 and accepted by and be under the authority of the respective Joint Apprenticeship Committees, or other committees as may be mutually agreed upon.

**SECTION C.** The Employer may hire pre-apprentices to comply with ratios contained herein until such time as the Local Union can supply journeypersons or apprentices. A minimum of five (5) days of employment for the pre-apprentice is hereby agreed to. Upon availability of ratios contained herein, a 24 hour notice shall be given to the Employer prior to dispatch.]

**ISAN FRANCISCO - SECTION A.** Article XII, Section 1 of the SFUA is hereby adopted as amended. It is hereby agreed that the Employer may apply to the Joint Apprenticeship Committee (or such other Committee as may be agreed to by the parties) and said Committee shall grant pre-apprentices to a total not to exceed 20% of the employer's journeyman work force, and only when such Employer maintains a ratio of no less than one (1) indentured apprentice for each four (4) journeypersons in his/her employ. Irrespective of the above ratio, any Employer with one (1), two (2) or three (3) journeypersons shall be entitled to one (1) pre-apprentice.

Applicants to the pre-apprentice category shall be referred by the Union or the JAC or an Employer signatory hereto to the Administrator of the Joint Apprenticeship Committee who shall interview such applicants, enter their names into a "pool" list, and shall dispatch such applicants to an Employer upon request after consulting with the Union to assure that the Employer meets the requirements of this Section. An applicant requested by name shall be dispatched.

Further, at such time as the Hiring Hall makes it known to the Employer that it has pre-apprentices on the out-of-work list, the Employer shall first consider such persons for employment. A request to employ an applicant by name shall be made to the Hiring Hall by letter or phone, and any pre-apprentices that are terminated shall be issued a notice of termination by the Employer which shall state the reason for such termination. The termination notice shall be on forms provided to the Employer. If said notice is unavailable at the time of discharge, a hand-written substitute may be made and signed by a representative of the company, and clearly stating the reasons for termination.

Pre-apprentices shall be considered for future openings in the apprenticeship program and the Joint Apprenticeship Committee shall evaluate the qualifications of pre-apprentices for such openings no less than once each year.

The wage scale for pre-apprentices shall be listed below. Pre-apprentice gross taxable wage package shall be 30% of the Class II journeyman gross taxable wage. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties.

**SECTION B.** The parties agree to meet and establish necessary procedures of restructuring the use of the pre-apprentice program with regards to advancement towards apprenticeship. Such plan is to be as similar as possible for all contract areas of Local 104 and accepted by and be under the authority of the respective Joint Apprentice Committees, or other committees as may be mutually agreed upon.

**SECTION C.** The Employer may hire pre-apprentices to comply with ratios contained herein until such time as the Local Union can supply jour-

neypersons or apprentices. A minimum of five (5) days of employment for the pre-apprentice is hereby agreed to. Upon availability of ratios contained herein, a 24 hour notice shall be given to the Employer prior to dispatch.]

**ISANTA CLARA - SECTION A.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant pre-apprentices on the basis of one pre-apprentice for each three apprentices employed by the Employer. Provided, however, that an Employer who employs one or more apprentices and at least three sheet metal journeypersons shall be entitled to at least one pre-apprentice. Any apprentice of the Employer on layoff at the effective date of this agreement must be rehired before said Employer is entitled to any pre-apprentice. Thereafter, the same conditions and ratios shall apply. (see ADDENDA)

In the event the Employer is entitled to employ a pre-apprentice and the Union fails to comply with the Employer's written request to furnish a pre-apprentice within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship Committee shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one year unless he/she has been found to be qualified as an applicant.

The wage scale for pre-apprentices shall be (see ADDENDA) of the wage rate of journeyman sheet metal workers. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties.

**SECTION B.** The Employer may hire pre-apprentices to comply with ratios contained herein until such time as the Local Union can supply journeypersons or apprentices. A minimum of five (5) days of employment for the pre-apprentice is hereby agreed to. Upon availability of ratios contained herein, a 24 hour notice shall be given to the Employer prior to dispatch.]

**ALAMEDA/CONTRA COSTA - SECTION A.** Pre-Apprentices: Article XII, Section 1 of the SFUA is hereby adopted as amended. It is hereby agreed that the Employer may apply to the Joint Apprenticeship Committee (or such other Committee as may be mutually agreed to by the parties) and said Committee shall grant pre-apprentices to a total not to exceed 20% of the Employer's journeyman work force and only when such Employer maintains a ratio of no less than one (1) indentured apprentice for each four (4) journeypersons in his/her employ. Irrespective of the ratios above, any Employer with one (1), two (2) or three (3) journeypersons shall be entitled to one (1) pre-apprentice.

The Business Manager of Sheet Metal Workers' Local Union No. 104, upon request by an Employer, may grant said employer the use of pre-apprentices in excess of the contract ratios as he/she deems necessary and proper but in no event shall the total utilization of Pre-apprentices exceed a ratio of twenty percent (20%) of the total journeyman employment.

Applicants to the pre-apprentice category shall be referred by the Union or the JAC or an Employer signatory hereto to the Administrator of the Joint Apprenticeship Committee who shall interview such applicants, enter their names into a "pool" list, and shall dispatch such applicants to an Employer upon request after consulting with the Union to assure that the Employer meets the requirements of this section. An applicant requested by name shall be dispatched.

**SECTION B.** The parties agree to meet and establish necessary procedures of restructuring the use of the pre-apprentice program with regards to advancement towards apprenticeship. Such plan is to be as similar as possible for all contract areas of Local 104 and accepted by and be under the authority of the respective Joint Apprentice Committees, or other committees as may be mutually agreed upon.

**SECTION C.** Pre-apprentices shall make application for and become eligible applicants for apprenticeship within one year of date of first dispatch to an employer. Any pre-apprentice failing to make application, not meeting minimum requirements or actively pursuing indenture through the local JAC shall be terminated from the pre-apprentice program after 12

months.

**SECTION D.** The gross taxable rate of pay for pre-apprentices shall be thirty percent (30%) of the Class II journeyman gross taxable hourly wage rate. Payments to Health Care, Vacation/Holiday, Dues Check-off, Training and Industry Funds will be in accordance to the agreements between the parties and the applicable Trusts at the rates shown on the Wage and Fringe Schedule.

**SECTION E.** The Employer may hire pre-apprentices to comply with ratios contained herein until such time as the Local Union can supply journeymen or apprentices. A minimum of five (5) days of employment for the pre-apprentice is hereby agreed to. Upon availability of ratios contained herein, a 24 hour notice shall be given to the Employer prior to dispatch.]

**[SAN MATEO ~ SECTION A. Pre-Apprentices: Article XII, Section 1 of the SFUA is hereby adopted as amended. It is hereby agreed that the Employer may apply to the Joint Apprenticeship Committee (or such other Committee as may be mutually agreed to by the parties) and said Committee shall grant pre-apprentices to a total not to exceed 20% of the Employer's journeyman work force and only when such Employer maintains a ratio of no less than one (1) indentured apprentice for each four (4) journeymen in his/her employ. Irrespective of the ratios above, any Employer with one (1), two (2) or three (3) journeymen shall be entitled to one (1) pre-apprentice.**

The Business Manager of Sheet Metal Workers' Local Union No. 104, upon request by an Employer, may grant said employer the use of pre-apprentices in excess of the contract ratios as he/she deems necessary and proper but in no event shall the total utilization of Pre-apprentices exceed a ratio of twenty percent (20%) of the total journeyman employment.

Applicants to the pre-apprentice category shall be referred by the Union or the JAC or an Employer signatory hereto to the Administrator of the Joint Apprenticeship Committee who shall interview such applicants, enter their names into a "pool" list, and shall dispatch such applicants to an Employer upon request after consulting with the Union to assure that the Employer meets the requirements of this section. An applicant requested by name shall be dispatched.

**SECTION B.** The parties agree to meet and establish necessary procedures of restructuring the use of the pre-apprentice program with regards to advancement towards apprenticeship. Such plan is to be as similar as possible for all contract areas of Local 104 and accepted by and be under the authority of the respective Joint Apprentice Committees, or other committees as may be mutually agreed upon.

**SECTION C.** Pre-apprentices shall make application for and become eligible applicants for apprenticeship within one year of date of first dispatch to an employer. Any pre-apprentice failing to make application, not meeting minimum requirements or actively pursuing indenture through the local JAC shall be terminated from the pre-apprentice program after 12 months.

**SECTION D.** The gross taxable rate of pay for pre-apprentices shall be thirty percent (30%) of the Class II journeyman gross taxable hourly wage rate. Payments to Health Care, Vacation/Holiday, Dues Check-off, Training and Industry Funds will be in accordance to the agreements between the parties and the applicable Trusts at the rates shown on the Wage and Fringe Schedule.

**SECTION E.** The Employer may hire pre-apprentices to comply with ratios contained herein until such time as the Local Union can supply journeymen or apprentices. A minimum of five (5) days of employment for the pre-apprentice is hereby agreed to. Upon availability of ratios contained herein, a 24 hour notice shall be given to the Employer prior to dispatch.]

#### **ITEM 30. MATERIAL EXPEDITER:**

**[NORTH BAY ~ SECTION A.** Article XIII of the SFUA is hereby adopted as amended. The issue of Classified Workers shall be addressed through the various employee applicant classifications afforded an employer signatory to this, and/or other applicable North Bay Addenda.

**SECTION B.1.** Employers signatory to this Agreement and employing

five (5) or more employees covered under the terms and conditions of this Agreement may employ a material expeditor who shall perform such duties for the Employer as truck driving, loading, sweeping and material handling. Said employees shall not install and/or fabricate any items covered under the terms and conditions of this Agreement.

2. It is hereby understood and agreed that said employee when delivering materials to the jobsite shall make only one ground floor stockpile drop per structure and shall in no instance make additional distributions from that point. The inclusion of more than one such employee by any one firm must be specifically approved by the Union. A second violation of any of the conditions of this Section of this Agreement shall result in the cancellation of this Section for the Employer who so violates it.

3. The work week for said employees shall be 40 hours (8 hours per day, Monday through Friday). The overtime rate shall be double the hourly wage rate, Saturdays, Sundays and Holidays and for any work in excess of 12 hours in any one day. All other overtime shall be at one-and-one-half (1 1/2) times the hourly wage rate.

4. The wage and fringe payments for such employees shall be as follows:

Material expeditor's total wage package shall be increased as noted in the Wage/Fringe as from the Light Commercial Addendum.]

**[SANTA CLARA ~ See MOU between parties dated July 1, 1994.]**

**[ALAMEDA/CONTRA COSTA ~ SEE MATERIAL EXPEDITER ADDENDUM.]**

**[SAN MATEO ~ SEE MATERIAL EXPEDITER ADDENDUM]**

#### **ITEM 31. MOONLIGHTING**

This section shall not be applicable to employees performing work under an approved agreement with the Union.

**SECTION A. [NORTH BAY, ALAMEDA/CONTRA COSTA, SAN MATEO, SANTA CLARA ~** The Union agrees that employees covered under the terms of this Agreement shall perform the work defined and stated under the terms of this Agreement, solely for and under the direction of employers signatory hereto and the Union agrees to strictly enforce the terms, conditions and intent of this Section by whatever means are not prohibited by law. The Employer agrees to notify the union of any violations of this Section and of any of its employee members of Local 104 purchasing excessive amounts of material and/or equipment from the Employer. Any Joint Adjustment Board decision of a violation of this clause by the employee shall be acted upon by the Union Trial Board which may apply an allowable monetary penalty.]

#### **ITEM 32. DEFINITION OF EMPLOYEE**

**SECTION A.** Any person, male or female, employed by a signatory Employer to perform any of the work covered under the Standard Form of Union Agreement and Addendum is hereinafter called "employee" or "worker" or "workers".

**SECTION B.** All sheet metal work shall be performed by employees employed under terms of this Agreement and applicable Addenda. No Employee shall become a contractor or sub-contractor for the performance of any work covered by this Agreement while employed or registered for employment in the Hiring Hall Facilities under this Agreement.

**[ALAMEDA/CONTRA COSTA, SAN MATEO ~** Owner/members who abandon such status and who register for referral must suspend any license held as an owner/member employee during any period such owner is registered for referral or has been dispatched pursuant to the hiring and referral procedures contained herein.]

**SECTION C. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~** Employees or applicants for employment holding a State Contractors' License of any kind shall inactivate their license in accordance with the Business and Professions Code, Section 7076.5, Division III, Chapter 9 (or as amended), before being eligible for the use of or continued employment under the Hiring Hall Facilities.]

[SANTA CLARA ~ No journeyman, apprentice, member or applicant who holds an active contractors' license: C4, C10, C14, C20, C36, C38, C43 or B1 will be eligible to sign the out-of-work list or be dispatched for work covered by this Agreement nor be employed by a signatory employer unless he/she submits evidence that the contractor's license has been made inactive through the procedure specified by the California Contractors State License Board.]

SECTION D. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ For the purpose of enforcing the above provisions, it shall be the mutual responsibility of Labor and Management to notify the other party of any employee with a current contractors license which includes the scope of work covered under this agreement.]

### ITEM 33. DEFINITION OF EMPLOYER

SECTION A. Certain qualifications, knowledge, experience and financial responsibility are required of anyone desiring to be an Employer in the sheet metal industry. Therefore, an Employer who contracts for or sells sheet metal, heating or air conditioning systems as a person, firm or corporation having these qualifications; who maintains an established permanent place of business (other than a job shack or residence); who is equipped with the tools required for the fabrication and installation of the work in which the business is engaged; must be regularly and steadily engaged in such business and have suitable resources to meet payroll and other financial requirements. In addition, such Employer must be in possession of any required State Contractors' License, shall have a valid license in any city where legally required to do work in accordance with applicable codes and permits, and shall employ at least one journeyman regularly. He shall carry Workers' Compensation Insurance through a reputable state approved insurance company or the State Fund, comply with the Federal Social Security Act, and the California Unemployment Insurance Act. For purposes of this Agreement, no branch shop or operation shall be recognized unless previously approved by the Union and then only following the execution of the Collective Bargaining Agreement covering said branch shop or operation.

SECTION B. An Employer who has executed this Agreement or has otherwise agreed to be bound by this Agreement shall be bound by all of the terms of this Agreement and the Standard Form of Union Agreement, even though such Employer has not authorized SMACNA as his/her collective bargaining agent.

[ALAMEDA/CONTRA COSTA, SAN MATEO ~ Each employer agrees to furnish the Union with the name of his/her workers' compensation and disability insurance carrier, and his contractor's license number(s). Local Union 104 shall be notified immediately if any employer changes insurance carriers or if insurance is dropped or cancelled.]

SECTION C. [SANTA CLARA ~ The Employer when working with tools in the shop or on the jobsite shall comply with the working hours of the journeyman. This will also apply to Owner/Members.]

### ITEM 34. MANAGEMENTS RIGHTS CLAUSE

SECTION A. Management reserves the right to manage its business and the work force; subject to terms of the agreement herein.

### ITEM 35. OWNER, PARTNERS & STOCKHOLDERS

SECTION A. [NORTH BAY, SAN FRANCISCO ~ An individual Employer shall be subject to the hours specified herein when working with the tools, and he/she shall be limited to working in the shop only. He/she shall have at least one (1) journeyman at all times when manual sheet metal work is being performed.]

[ALAMEDA/CONTRA COSTA, SAN MATEO ~ Owners, Partners, and/or Managers, other than owner/member employees covered by this Agreement shall not work on jobs outside the shop. When such person including owner/member employees are working with the tools each shall comply with the working hours of the journeyman.]

SECTION B. [SANTA CLARA ~ Rules and obligations for Owner/Members shall be those defined by the Northern California Pension Plan.]

SECTION C. [SANTA CLARA ~ Owner/Members must pay in total all ancillary funds or an equal amount as stated in the Collective Bargaining Agreement and/or Wage Sheets. Owner/Members shall be required to pay such ancillary sums to the amounts required to be paid as dues check off obligations when such ancillary fund contributions may be prohibited by law.]

### ITEM 36. LUMPING OF LABOR — PIECE WORK

This section shall not be applicable to employees performing work under an approved agreement with the Union.

SECTION A. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA ~ No Employer shall directly, indirectly, or by any subterfuge, sublet to persons, who are normally employees, any jurisdiction of work coming under this Agreement. Employees shall not be compensated on any other basis than that set forth in this contract except, nothing contained herein shall preclude awarding bonuses for outstanding achievement which is in addition to all regular wages being fully paid.]

SECTION B. [SANTA CLARA, SAN MATEO ~ No journeyman will be permitted to subcontract or lump the installation of any sheet metal or heating work or any other work under the jurisdiction of the Local Union, or work in any shop where subcontracting is practiced by Employees. No Journeyman, Apprentice or Applicant shall be allowed to work for himself after hours or on Saturday, Sunday or Holidays. Violation of this section shall be submitted to the Local Union Adjustment Board as well as the Local Union's Executive Board. Journeymen are not restricted from working on their own property after notification to the Union.]

### ITEM 37. TASK FORCE

SECTION A. Labor/Management Task Force to be formed for the purpose of reviewing contract and making necessary adjustments including long range plans, wage reopener and other justifiable contract concerns in industry deterioration. Task Force to meet and report every six (6) months with adjustments, if necessary, to be made no later than twelve (12) months. If resolve cannot be reached by the Task Force then resolve would be through the National Joint Adjustment Board per Article X, Section 8. It is hereby understood and agreed to by all parties that Article X, Section 8 is applicable to this agreement. The following are not included within the Task Force's realm of authority and shall run the duration of the contract:

1 - Swing Friday and wage increases.

### ITEM 38. RECOGNITION CLAUSE

If at any time during the term of this Agreement, the Union shall present the employer with proof that a majority of the employees of the employer performing work covered by this Agreement have selected the Union as their representative for the purposes of collective bargaining, the employer shall recognize SMWIA Local 104 as the exclusive representative of employees of the employer who perform such work. Proof of majority status shall consist of signed authorization cards to represent each group of employees constituting not less than fifty percent plus one of those employees of the employer on whom the employer has contributed to the Sheet Metal Workers Local 104 Health Care Plan during the eighteen months immediately preceding the month in which the showing of majority status has been tendered to the employer by the Union.

### ITEM 39. STRIKES — LOCKOUTS

SECTION A. There shall be no stoppage of work either by strike or lockout except as provided in Item 5 — PAYMENTS TO FUNDS AND BONDING. However, no part of this Agreement is to be interpreted as requiring members of the Union to work behind a legally recognized and authorized Building Trades Council picket line where strikes or lockouts prevail. All such disputes shall be processed as provided in Article 10 of the SFUA.

### ITEM 40. EQUALITY OF OPERATIONS

SECTION A. Local 104 agrees that if during the term of this Agreement any Employer performing work for or within the jurisdiction of Local 104 is granted more favorable conditions, then the same more favor-



able conditions will be available to all signatory Employers performing the same type of work within the jurisdiction of this Agreement. Upon the Association's request, Local 104 agrees to furnish the Association a copy of each local agreement they are a party to for work performed within their jurisdiction within thirty (30) days following execution of each agreement. This clause shall not be applicable to a) work for which relief under Resolution 78 or similar programs has been granted to all eligible bidding contractors who have applied for relief prior to bid, b) under project agreements, c) in newly organized shops with respect to work existing at time such shops were organized. Equality of Operations Clause shall only be applicable to different conditions in each geographical dispatch area and work performed in or for that area.

#### ITEM 41. GENERAL SAVINGS CLAUSE

SECTION A. If, pursuant to federal or state law, any provision of this agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

#### ITEM 42. INTEGRITY CLAUSE

[NORTH BAY ~ SECTION A. The Union recognizes the financial implications of open shop intrusion into the marketplace of signatory contractors and the need for signatory contractors to retain this work and to remain competitive.

SECTION B. The Union agrees to take the necessary steps, either through Addenda or Resolution 78, to ensure that the present and future signatory contractors remain competitive in their respective market areas. Projects that are non-competitive in nature and qualify for Resolution 78 relief may be targeted on a job-by-job basis, and said relief shall apply to that project only. The Association office shall be notified and the approved Resolution 78 procedures shall be followed.

SECTION C. A "bad-faith employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with Sheet Metal Workers' International Association, AFL-CIO in that area.

An Employer is also a "bad-faith employer" when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsidary and/or holding-company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such other business entity is located or operating in another area, inferior to those prescribed in the agreement of sister local union affiliated with Sheet Metal Workers' International Association, AFL-CIO in that area.]

SECTION D. Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a "bad-faith employer" as such term is defined in Section 1 hereinabove and, further, agrees to advise the union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a "bad-faith employer." Failure to give timely notice of being or becoming a "bad-faith employer" shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500 per calendar

day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA Article X.]

[SAN FRANCISCO, SANTA CLARA ~ SECTION A. A "bad-faith employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with Sheet Metal Workers' International Association, AFL-CIO in that area.

An Employer is also a "bad-faith employer" when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsidary and/or holding-company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such other business entity is located or operating in another area, inferior to those prescribed in the agreement of sister local union affiliated with Sheet Metal Workers' International Association, AFL-CIO in that area.]

SECTION B. Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a "bad-faith employer" as such term is defined in Section 1 hereinabove and, further, agrees to advise the union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a "bad-faith employer." Failure to give timely notice of being or becoming a "bad-faith employer" shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500 per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA Article X.

SECTION C. Whenever the Union becomes aware that an Employer has been or is a "bad-faith employer", it shall be entitled, notwithstanding any other provision of this Agreement, to demand that the Agreement between it and such "bad-faith employer" be rescinded. A claim for rescission shall be processed by the Union as a contract grievance in accordance with, and within the time limits prescribed under, the provision of SFUA ARTICLE X of this Agreement.]

#### ITEM 43. SMWIA/SMACNA DRUG POLICY

##### SMWIA/SMACNA JOINT ALCOHOL AND SUBSTANCE ABUSE COMMITTEE SUBSTANCE TESTING POLICY

PREFACE: Alcohol/substance abuse is recognized as a treatable illness. The desired result is rehabilitation. The preferred procedure is through referral to a locally operated industry Employee Assistance Program (EAP). The EAP should provide employee and supervisor educational programming, individual and family counseling, as well as treatment referral services.

Workplace problems arising out of an employee's relationship with substance abuse may warrant a variety of management responses, including referral for treatment, testing, disciplinary action, or even termination of employment. This statement addresses the testing issue only.

No substance testing program should be implemented unless there is an Employee Assistance Program (EAP) implemented to provide treatment

for bargaining unit employees.

**GENERAL PROVISIONS:** The SMWIA/SMACNA Joint Alcohol Substance Abuse Committee regard blood/urine testing as problematic and do not advocate reliance on such procedures to identify individuals with an alcohol/chemical dependency. However, certain circumstances support substance testing as a warranted vehicle for determining possible impairment and/or propensity for substance abuse. These include:

1. Pre-employment screening
2. Probable cause.
3. Work opportunity mandated testing.

Whenever testing is utilized it shall be accomplished through dignified and humane procedures insuring complete confidentiality of specimen custody and test results. The individual being tested and the EAP shall have access to the test results. The sheet metal employer (or JATC) and union shall be notified of the positive or negative results, only.

For all testing, tests shall be conducted by qualified and accredited laboratories which comply with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or standards established by the applicable State having jurisdiction, whichever are the more stringent; maintain high quality control procedures; and, follow manufacturer's protocols. All initial positive tests shall be subject to confirmation assay, such as a Gas Chromatography with Mass Spectrometry (GC/MS). The levels of detected substances for determining positive results shall be those established as legitimate by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or those established by the State having jurisdiction, whichever are the more stringent.

**PRE-EMPLOYMENT SCREENING:** The screening of new prospective employees (job applicants, not members of the union) may be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites for the employment proffered.

Therefore, pre-employment drug/alcohol testing of applicants, not currently members of the union, for sheet metal positions covered by the terms of a collective bargaining agreement may screen out those with a substance abuse problem.

**PROBABLE CAUSE:** Substance testing may be implemented when there is "probable cause". Probable Cause shall be defined as those circumstances, based on objective evidence about the employee's conduct in the workplace, that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence include, when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, otherwise appears unable to perform his/her job in a safe manner.

**WORK OPPORTUNITY MANDATED TESTING:** In all situations where an employer is required to agree to a testing program in order to qualify as a bidder on the project, testing may be required, but only if performed in accordance with these standards and applied uniformly to all personnel having access to the workplace. There shall be no discrimination against any employee who refuses a job assignment to a project that has drug testing.

**PROVISO:** Testing in any of the above situations shall be conducted and governed in accordance with the general provisions of this Policy Statment.

#### ITEM 44. PHYSICAL EXAMS

**[SAN MATEO, SANTA CLARA ~ SECTION A.** No applicant for employment, dispatched from the Hiring Hall maintained by Local Union No. 104, shall be required, as a condition of employment, to submit to a physical examination.]

#### ITEM 45. SPECIAL ADDENDA

**[ALAMEDA/CONTRA COSTA, SAN MATEO ~** It is hereby recognized and agreed that such Addenda as are in effect between the Union and the Association relating to Material Expeditors, In-Plant Provisions, Residential, Light Commercial Work and others may be utilized and executed when appropriate by firms signatory to this agreement.]

#### ITEM 46. DRIVER INSURABILITY

**[ALAMEDA/CONTRA COSTA, SAN MATEO ~** While this provision is not applicable to employees not required to operate a motor vehicle by the Employer it is agreed that employees required to drive on behalf of an employer may be rejected or terminated if not in possession of a valid drivers license or when not insurable or insurable only at excessive non-standard rates imposed by assigned risk status.]

#### ITEM 47. EQUAL OPPORTUNITY

**[SAN FRANCISCO, SANTA CLARA ~ SECTION A.** Parties to this Agreement agree not to discriminate against any Employees or applicants for employment because of race, creed, color, religion, sex, age or national origin.

**SECTION B.** This Agreement not to discriminate includes, but is not limited to the following: hiring, placement, up-grading, transfer, solicitation for employment, treatment during employment, rates of pay, or other forms of compensation, selection for training including apprenticeship, and layoff or termination.

**SECTION C.** It is agreed that the present non-discrimination referral and training procedures will continue to operate in compliance with executive order pertaining thereto.]

**[ALAMEDA/CONTRA COSTA, SAN MATEO ~ SECTION D.** The Union and Association do hereby agree to provide equal opportunities for employment irrespective of race, religion, sex or national origin: to comply with the spirit and intent of Presidential Executive Order 11246; and, act in such a manner as to assure by Affirmative Action full compliance with this provision of the agreement.]

#### ITEM 48. PRESERVATION OF EMPLOYMENT OPPORTUNITY

**[SAN FRANCISCO ~ PREAMBLE AND RULES GOVERNING USE OF CONDUIT AND FLEXIBLE HOSE FOR SUPPLY AND/OR RETURN SYSTEMS AND FABRICATED ITEMS**

Historically, the sheet metal worker, a skilled journeyman with five (5) years apprenticeship training, has always been unique in that he/she has fabricated what he/she has erected. While other crafts in the building trades erected material fabricated by others, the sheet metal worker historically, fabricated many items he/she erected. Lately, the introduction of production-made products for the conveying and distribution of air-conditioning systems has posed a serious threat to the nature and extent of job opportunities of the sheet metal worker. Convinced that the introduction of these items, which are intended to reduce labor costs with resultant loss of job opportunities and give no benefits of automation to the sheet metal workers, and reduce his/her trade to an erection trade only, and obviate the need for and the use of his/her skills as a fabricating craftsman, the sheet metal worker and his Union have insisted that reasonable rules be adopted for the conservation and spreading of work opportunities, and his term of employment.

To meet these demands for the preservation and extension of work opportunities and job conditions, and in consideration of the Union dropping many demands similarly designated to conserve work opportunities and to protect working conditions, the Employer has consented to the following rules Governing Use of Conduit and Flexible Hose for Supply and/or Return Systems, which the Union deems necessary.

Rules Governing use of Conduit and Flexible Hose for Supply and/or Return Systems:

##### A. GENERAL

1. The use of conduit and flexible hose 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 duct work 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 Paragraph 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 hose 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 72 inch maximum length of flexible hose.

#### **C. HIGH PRESSURE (Airtight) SYSTEMS**

##### **1. Peripheral Systems (single or double duct)**

- a. The use of conduit shall not be restricted.
- b. Flexible hose 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 hose.

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.]

#### **ITEM 49. SUCCESSOR & ASSIGNS**

**[SANTA CLARA ~** If during the term of this Collective Bargaining Agreement, an employer sells, leases, transfers his business, he shall notify the new entity of the existence of the Collective Bargaining Agreement and copy the Union.]

#### **ITEM 50. P.A.L. CONTRIBUTIONS**

**[SANTA CLARA ~** The Employer agrees to honor political contributions deduction authorization from its Employees who are Union members. The Member/Employee may authorize a voluntary deduction of two cents (\$0.02) for each hour worked from the Vacation Contribution. That amount to be forwarded to the P.A.L. Political Fund and/or AFL/CIO COPE.]

#### **ITEM 51. SERVICE WORK**

**[SANTA CLARA ~ SECTION A.** Service is hereby defined as repair, replacement, maintenance and adjustment necessary to make operative any heating, ventilating, air conditioning, food service equipment, refrigeration and/or other types of equipment and machinery.

**SECTION B.** The work day shall consist of eight (8) consecutive hours work between the hours of 7:00 a.m. and 7:00 p.m. with one-half (1/2) hour for lunch.

**SECTION C.** The work week shall consist of five (5) consecutive days beginning Monday, Tuesday, or Wednesday through Friday, Saturday or

Sunday for a forty (40) hour week with two (2) consecutive days off.

**SECTION D.** All hours worked before 7:00 a.m. and after 7:00 p.m. shall be paid at one and one-half (1 1/2) times the established Class II Journeyperson gross taxable hourly wage rate.

**SECTION E.** All hours worked over a forty (40) hour work week shall be paid at one and one-half (1 1/2) times the established Class II Journeyperson gross taxable hourly wage rate.

**SECTION F.** Journeyperson sheet metal servicepersons and apprentices, who report to work by direction of the Employer between the hours of 12:00 midnight and 6:00 a.m., shall be paid a minimum of two (2) hours pay at two (2) times the established Class II Journeyperson gross taxable hourly wage rate. This does not apply when the work is started prior to 12:00 midnight and extends past midnight.

**SECTION G.** The Employer shall designate and notify Local Union No. 104 (in writing) the name of servicepersons and their work schedule.

**SECTION H.** Any work performed on any holidays described under **ITEM 8 - HOLIDAYS**, of this Addendum to the Standard Form of Union Agreement currently in effect shall be paid at one and one-half (1 1/2) times the established Class II Journeyperson gross taxable hourly wage rate.

**SECTION I.** Journeyperson sheet metal servicepersons and apprentices shall be required to provide all necessary basic hand tools required to perform their work; associated screwdrivers, pliers (dikes, needlenose, 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 and hacksaw frame. The Employer shall provide special tools and instrumentation.

**SECTION J.** It is further agreed by the parties hereto that the installation of window air conditioning units may be made under the provisions of this service addendum.]

#### **ITEM 52. SHOULDER TO SHOULDER**

**[SANTA CLARA ~ SECTION A.** It shall not be a violation of the Agreement, and it shall not be cause for discharge or disciplinary action, in the event an Employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket lines at the Employer's own place of business or jobs.

**SECTION B.** Furthermore, recognizing the "special problems" in the construction industry based upon the close relationship between contractors and subcontractors at the jobsite of the construction, alteration, painting or repair of a building structure, or other such work and the friction that is created when Union and non-union Employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an Employee refuses to enter any such construction site where non-union Employees are employed and which would require the Employee to work "shoulder-to-shoulder" or alongside the non-union Employee or Employees, or refuses to remain on such job site when non-union Employees are engaged in such construction on the site. This clause shall apply only to job sites where the Union's members are working, whether it be on a construction site of the Employer or at any other job site.]

#### **ITEM 53. SIGNING OF AGREEMENT**

**SECTION A.** The following SMACNA Chapters have assigned all bargaining rights and obligations to the Bay Area Association of SMACNA Chapters: SMACNA Greater Oakland Chapter; Redwood Empire Chapter; San Francisco Chapter; San Mateo Chapter and Santa Clara Chapter. It is understood and agreed that irrespective of membership in the Association, and/or its affiliated chapters each individual employer shall sign an individual contract.

The Association may provide copies of the individual firms Assignment

of Bargaining Rights in lieu of the above together with such signed statement(s) as may from time to time be required and necessary to assure prompt enforcement of the terms and conditions of the agreement.

**SECTION B.** In applying the provisions of Section A above, and before dispatching employees covered by this agreement to an Employer who does not have a recognized local permanent shop within the jurisdiction of this agreement, the Union shall require such Employer to sign a stipulation to the effect that he will conform with all contractual requirements in this jurisdiction and also will make the appropriate fringe benefit contributions.

**SECTION C.** The Union agrees to furnish the Association on a continuous basis, a current copy of each signed agreement as set forth in Sections A and B above.

**SECTION D.** The Union and the Association agree to negotiate additional contracts covering industrial, residential and service work. Production Agreements may be negotiated by the Association with SMWIA Local 371.

#### **ITEM 54. TERMINATION AND ITEM RENEGOTIATIONS**

**SECTION A.** Termination and renegotiations shall be as set forth in the Standard Form of Union Agreement.

### **LIGHT COMMERCIAL -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 equip-

ment 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 the definition of light commercial shall be performed at the Building Trades rate of pay of Addendum No. One.]

[SANTA CLARA ~ **TENANT COMPLETION:** Only the work extending from an existing trunk line or an existing water or air loop to registers and/or diffusers. Said work separately let to bid in a structure not meeting the definition of Light Commercial and with a contract price of \$150,000 or less may be performed under this Addendum.]

C. Remodel or add-on contracts on existing facilities 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.

D. Architectural Sheet Metal CAP of \$100,000.00 - All Areas.

E. Unlimited dollar amount of Pre Engineered and Pre Manufactured Roofing & Siding - All Areas.

F. [ALAMEDA/CONTRA COSTA, SAN MATEO, SANTA CLARA ~ Job Notification: Employers are required to notify Employees prior to performing any work covered by this Agreement.]

G. [SANTA CLARA ~ **UNION LABEL CLAUSE:** Fabricated pipe and fittings for Light Commercial work as defined under the Light Commercial Agreement Addendum No. 2 shall bear the yellow label and be manufactured at the Building Trades rate of pay. Said items shall include, but not be limited to: wyes, spin-ins, fixed gore elbows, ceiling boxes, and adjustable elbows 24" round and above and any and all fittings construed to make up the individual system.]

#### **ITEM 3 - WAGE AND FRINGE SCHEDULE**

A. Effective July 1, 1994, the wage/fringe rate for journeypersons performing field installation on light commercial new construction projects, architectural sheet metal, metal roofing, [NORTH BAY ~ service, service repair], tenant completion, remodel, or add-on projects and/or when fabricating on an occasional or incidental basis plenums, boxes or boots and then only by persons normally employed in the field and for work covered by this Agreement only shall be increased in the amount of twenty-one cents (\$0.21) per hour as maintenance of benefits for Health Care and SUB/SHC.

July 1, 1995 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1996 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1997 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1998 Health/SUB Maintenance of Benefits, Wage Reopener

B. Effective July 1, 1994 the wage/fringe schedule for journeypersons performing shop fabrication on Light Commercial projects on a continuing

basis shall be increased in the amount of twenty-one cents (\$0.21) per hour as maintenance of benefits for Health Care and SUB/SHC.

**[NORTH BAY, SAN FRANCISCO** ~ Apprentices performing shop fabrication on Light Commercial projects on a continuing basis shall be paid at their prescribed rate under the Building Trades wage/fringe schedule.]

**[ALAMEDA/CONTRA COSTA, SAN MATEO** ~ Apprentices performing shop fabrication on Light Commercial projects on a continuing basis shall be paid at their prescribed rate under the Light Commercial (Shop) wage/fringe schedule.]

**[SANTA CLARA** ~ Apprentices shall be paid at their prescribed rate under the Building Trades wage/fringe schedule.]

There are to be no wage/fringe reductions. The current shop journeyman wage/fringe package is to be frozen until such time as the field rate becomes equal to the shop rate. Where a wage differential exists between the shop and field rates there shall be Maintenance of Benefits for the shop rate. This is for all areas of Local No. 104.

July 1, 1995 Health/SUB Maintenance of Benefits, Wage Reopener

July 1, 1996 Health/SUB Maintenance of Benefits, Wage Reopener

July 1, 1997 Health/SUB Maintenance of Benefits, Wage Reopener

July 1, 1998 Health/SUB Maintenance of Benefits, Wage Reopener

C. With respect to journeypersons, forepersons and **[NORTH BAY, SAN FRANCISCO, SANTA CLARA** ~ general forepersons] working pursuant to this Addendum, wages and conditions not specifically covered by this agreement shall be covered by Addendum I and, specifically, contributions to Local Supplemental Pension shall be governed by the classification system contained in Addendum I, as well as the method by which overtime and other premiums are calculated.

D. Effective July 1, 1994, the wage/fringe schedule for Air Conditioning Specialists that have completed training shall be increased twenty (\$0.20) **[SANTA CLARA** ~ fourteen (\$0.14)] cents per hour as maintenance of benefits for Health Care and SUB/SHC.

July 1, 1995 Health/SUB Maintenance of Benefits, Wage Reopener

July 1, 1996 Health/SUB Maintenance of Benefits, Wage Reopener

July 1, 1997 Health/SUB Maintenance of Benefits, Wage Reopener

July 1, 1998 Health/SUB Maintenance of Benefits, Wage Reopener

E. The current minimum wage/fringe schedules for all classes of Employees covered by this Addendum shall be attached and considered appendices of this Addendum.

F. Effective January 1, 1995 all employers agree to pay forty-five (\$0.45) cents per hour of work to the Bay Area Industry Promotion Fund.

G. **[ALAMEDA/CONTRA COSTA** ~ Local Supplemental Pension Fund option: Employees may elect to increase the mandatory Local Supplemental Pension Fund contribution by a specific amount(s) set by the Fund Trustees. The hourly wage rate of the employees shall be reduced by an amount equal to the increased contribution to the Local Supplemental Pension Fund.]

**[SAN MATEO** ~ With respect to journeypersons and forepersons working pursuant to this Addendum, wages and conditions not specifically covered by the agreement shall be covered by Addendum I and specifically, contributions to Local Supplemental Pension shall be governed by the classification system contained in Addendum I, as well as the method by which overtime and other premiums are calculated.]

**[NORTH BAY, SAN FRANCISCO, SANTA CLARA, ALAMEDA/CONTRA COSTA** ~ 1. Effective **[NORTH BAY, SANTA CLARA** ~ January 1, 1993] **[SAN FRANCISCO** ~ December 20, 1994] **[ALAMEDA/CONTRA COSTA** ~ January 1, 1992], there shall be four (4) classifications of employees covered under the Light Commercial addendum for A/C Specialist—Installer. Classification is based upon industry seniority under collective bargaining agreements with the Union and the attainment of advanced levels of experience and status within the trade. Applicable terms and conditions of this addendum shall be applied in

accordance with attained classification. Applications for classification designations shall be submitted to the Financial Secretary of the Union, and upon his recommendation shall be granted by the Union's Executive Board upon verification that the applicant has achieved the requisite experience as outlined below:

Class I employees shall consist of all Air Conditioning Specialist—Installer Apprentices.

Class II employees shall consist of Air Conditioning Specialist—Installers who have successfully completed their course of training as outlined in the agreement between the parties hereto. (Traveling Air Conditioning Specialists—Installers shall be presumed to have Class II status only, unless sufficient proof of requisite experience for a higher classification is presented at the time of initial dispatch.)

Class III employees shall consist of employees who have successfully completed Air Conditioning Specialist—Installer training and who have completed at least one (1) year at the trade at the regular specialist level or above under Local 104 collective bargaining agreements.

Class IV employees shall consist of Air Conditioning Specialist—Installers who have completed at least five (5) years at the trade at the specialist level or above under Local 104 collective bargaining agreements.

2. Each employee shall submit to the Financial Secretary of the Local Union any request for designation as a Class III or Class IV employee no later than December 1. Upon approval by the Union, such classification shall be effective January 1. The Union shall notify the employers of the approved classification of each employee on or before December 10. Any employer not so advised shall, effective January 1, pay the wages and fringe contribution designated for A/C Specialist—Installer employees as either Class I or Class II, dependent upon each employee's status as either a trainee (Class I) or as a specialist (Class II), and such classification shall continue through December 31.

3. Thereafter, classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Executive Board of the Union and approved by the Association and/or any other recognized employer bargaining unit. Upon notification by the Union to the individual employer of an approved classification change, the individual employer shall pay wages and fringe contributions at the approved classification level unless and until notified by the Union of a classification change. In no event shall a classification change be implemented except by proper notification from the Union and no more than one (1) classification change may be effected during any contract year, and shall be effective as of January 1, provided the employer has received proper notice of such change on or before the immediately preceding December 10.

4. All premium payments, including overtime payments required to be paid under this addendum shall be paid by the employer with reference to the gross taxable wage rate applicable to Class I employees (in the case of trainees only) or Class II employees, regardless of attained classification.

**EFFECTIVE [NORTH BAY, SANTA CLARA** ~ JANUARY 1, 1993] **[SAN FRANCISCO** ~ December 20, 1994] **[ALAMEDA/CONTRA COSTA** ~ January 1, 1992]

CLASSIFICATION	LOCAL SUPP PENSION			
	SF	NB	SC	A/C
Class I (Specialist in Training)				
Applicant	N/A	\$0.00	\$0.00	\$0.00
1st 6 months	\$0.10	\$0.10	\$0.10	\$0.10
2nd 6 months	\$0.10	\$0.10	\$0.10	\$0.10
3rd 6 months	\$0.10	\$0.10	\$0.10	\$0.10
4th 6 months	\$0.10	\$0.10	\$0.10	\$0.10
Class II	\$0.37	\$0.37	\$0.43	\$0.43

Class III	\$1.70	\$1.70	\$1.50	\$1.50
Class IV	\$3.00	\$3.00	\$3.00	\$3.00

#### ITEM 4 - JOURNEYPerson-A/C SPECIALIST RATIO

A. Ratio 2:1 (2 air conditioning specialists or pre-apprentices [if Local could not supply air conditioning specialists] to 1 journeyperson). This is a company wide ratio of 2:1 at all times. [San Francisco ratio shall be 1:1 and reviewed by the Task Force on a six (6) month basis with adjustments, if necessary, to be made no later than 12 months.] If the parties cannot agree then this issue would go to the National Joint Adjustment Board per Article X, Section 8.

B. The Employer may hire pre-apprentices to comply with ratios contained herein until such time as the Local Union can supply journeypersons or apprentices. A minimum of five (5) days of employment for the pre-apprentice is hereby agreed to. Upon availability of ratios contained herein, a 24 hour notice shall be given to the Employer prior to dispatch.

[ALAMEDA/CONTRA COSTA, SAN MATEO] ~ The Employer may elect to utilize one (1) Pre-apprentice whose employment shall not effect the ratios of this Addendum. The Employer may also elect to utilize a Pre-Apprentice in lieu of an Air Conditioning Specialist or Air Conditioning Specialist Trainee or Air Conditioning Specialist Applicant.]

[SANTA CLARA] ~ The Employer may elect to utilize one (1) Pre-apprentice in lieu of a Sheet Metal Air Conditioning Specialist or Sheet Metal Air Conditioning Specialist Trainee.]

C. In the event Air Conditioning Specialists are unavailable for dispatch, qualified journeypersons may volunteer to be dispatched to comply with the air conditioning specialists field ratio. This individual shall be limited to the scope of field work as described for the air conditioning specialist. The rate of pay shall be 75% of the Light Commercial Journeyperson rate. Journeypersons wishing to volunteer to work at the aforementioned classification and rate shall:

- 1) be registered on the out of work list;
- 2) notify the local union of availability to work at the lower rate;
- 3) be dispatched by referral only (no solicitation - no name calls for reduced rate);
- 4) maintain his/her place on the out of work list while employed at the lower rate.

In the event the journeyperson chooses to remain working at the 75% rate and refuses long term dispatch (work expected to exceed ten (10) working days), he/she shall then have his/her name removed from the out of work list.

D. [NORTH BAY] ~ There shall be an Air Conditioning Specialist applicant who shall be paid the hourly wage rate of 54% of the A/C Specialist (FULL STEP) gross taxable wage. A/C Specialist Applicants shall receive full fringe contributions made on their behalf by their employer after thirty (30) days of their original dispatch date. Upon completion of employment not to exceed three (3) months, said employee shall enroll and participate in the training program. Said employee shall be considered an Air Conditioning Specialist or Air Conditioning Specialist Trainee for the purpose of the ratio.]

[ALAMEDA/CONTRA COSTA] ~ An Air Conditioning Specialist Applicant shall be paid the hourly wage rate of the first period Air Conditioning Specialist Trainee. The Employer shall contribute to the Health Plan for said employee within 60 calendar days from date of employment or following 300 hours of paid employment (whichever is greater). Sixty calendar days from date of employment or following 300 hours of paid employment (whichever is greater) the employer shall remit all other fringe benefit payments required for any A/C Specialist Trainee and such person shall, upon passing such testing as is required, enroll and participate in the training program. The only exception to the limitations above shall apply to A/C Specialist Applicants hired during the month of June, whose employment in that classification may continue through ninety (90) calendar days from date of employment or following 450 hours of paid employment (whichever is greater).]

[SAN MATEO] ~ An Air Conditioning Specialist Applicant shall be paid the hourly wage rate of the first period Air Conditioning Specialist Trainee. The Employer shall contribute to the Health Plan for said employee within 60 days from date of employment. The employer shall remit all other fringe benefit payments required for any A/C Specialist Trainee and such person shall, upon passing such testing as is required, enroll and participate in the training program. Note: Said employees shall be considered as an A/C Specialist Trainee for purposes of A/C Specialist to Journeyperson ratios established under this agreement.]

[SANTA CLARA] ~ The Employer shall request from the Local Union office all Sheet Metal Air Conditioning Specialist Trainees.]

[SANTA CLARA] ~ To provide the best possible continued stable employment the Employer shall employ unemployed Sheet Metal Air Conditioning Specialists or trainees before new Applicants will be dispatched.]

E. [NORTH BAY, SAN MATEO] ~ When workload conditions warrant, and the journeyperson-A/C Specialists ratio permits, Service Technicians may work on Light Commercial projects provided the specified ratio is maintained. Light Commercial A/C Specialists may also be utilized to perform service work as defined in the Service Addenda. It shall be the responsibility of the employer to be within the proper ratio.]

[ALAMEDA/CONTRA COSTA, SAN MATEO] ~ An Air Conditioning Specialist Applicant may perform on work covered by the Service Addendum at the "Applicant" rates for a probationary period not to exceed 60 calendar days.]

F. [NORTH BAY, SAN FRANCISCO] ~ Recognizing that A/C Specialist trainees 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 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.

## ITEM 7 - HIRING HALL, HIRING AND REFERRAL PROCEDURES

The Hiring Hall language contained in Item 27 of Addendum #1 shall apply to all classifications covered by this Addenda. Employers shall refer all Air Conditioning Specialist Trainee applicants to the office of the JAC and no such applicant shall be employed until such time as the Employer is notified by said office of the acceptance of the application under procedures approved by mutual consent of the parties signatory hereto.

## ITEM 8 - JOINT APPRENTICESHIP AND TRAINING COMMITTEE

The language set forth below shall be subject to the action and authority of the Sheet Metal Workers' Local 104 and Bay Area Industry Training Fund pursuant to the authority granted to them in the Merger Agreement and the Sheet Metal Workers' Local 104 and Bay Area Industry Training Trust Agreement providing the direction to effectuate the merger and consolidation of the apprenticeship committees. In the event of a conflict between any rules and regulations established by the Trust Fund and the language contained herein, the language of the Trust Agreement and any rules and regulations established therein shall prevail.

A. Effective July 1, 1995 there shall be one central training fund for all areas with the training fund contributions directed into one fund as of July 1, 1995. The existing training fund shall be merged with all assets and liabilities pooled.

B. The local area JATCs shall retain jurisdiction over the administration of the Air Conditioning Specialist and Light Commercial training programs subject to the SMWIA 104 and Bay Area Industry Training Fund, including those dispatch procedures now in effect or that may be mutually agreed to in the future by the JATC.

C. [NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO] ~ Employers shall refer all applicants for the Air Conditioning Specialist and Light Commercial programs, along with a list of current employees and their classification, to the office of the local area JATC and no such applicant shall be employed until such time as the Employer is notified by said office of the acceptance of the application for entry into the program under procedures now in effect or as may from time to time be instituted by mutual consent of the parties signatory hereto. To provide as best as possible the opportunity for continued and stable employment of such persons as are admitted into the program, the Employer shall give consideration to the employment of those persons when and where possible.]

D. [NORTH BAY, SAN FRANCISCO] ~ The local area JATCs shall

periodically review the status of apprentices to assure for those in periods [NORTH BAY ~ one (1) through five (5)] [SAN FRANCISCO ~ one (1) through four (4)] that the effects of this Agreement are not harmful to their progress and training and shall make such dispatches as are appropriate, necessary and equitable to all parties under this Agreement.]

E. [NORTH BAY, SAN FRANCISCO] ~ A Full Step A/C Specialist Installer or A/C Specialist Installer Apprentice shall not receive a reduction in pay if they become a Building Trades or Light Commercial Apprentice, but shall continue to receive their A/C Specialist base pay (fringe contributions shall be based on Building Trades and/or Light Commercial apprentice contributions) until such time as their Building Trades and/or Light Commercial apprentice base wage advancement reaches their prior A/C Specialist base wage scale.]

F. Standardization of curriculum for existing 2 year A/C Specialist program. Task Force to meet with JAC's for resolution within 90-120 days. If the parties cannot agree then this issue would go to the National Joint Adjustment Board per Article X, Section 8.

G. The JACs shall administer the Air Conditioning Specialist Trainee training program including such dispatch procedures now in effect or that may be mutually agreed to from time to time by the parties signatory hereto.

H. [SAN MATEO] ~ Air Conditioning Specialist Trainees shall attend training classes as established by the training committee. Attendance at said classes shall be paid for at the hourly rate of \$4.25 per hour. School hours shall be considered hours worked for the purpose of calculating overtime and shall be paid at the rate of time and one-half when applicable. All Applicants shall be dispatched at the rate of 1st Level Trainee and shall not be advanced in pay until completion of the required related training course.]

I. [ALAMEDA/CONTRA COSTA] ~ School hours attended as required by Air Conditioning Specialist Trainees shall be considered hours worked and applicable wages and fringes shall be paid to the employee by the employer.]

J. [SANTA CLARA] ~ Inasmuch as the Sheet Metal Air Conditioning Specialist Apprenticeship program has been recognized and certified by the State of California Division of Apprenticeship Standards and placed under the jurisdiction of the existing Joint Apprenticeship Committee, the Rules and Regulations governing these apprentices are those listed with the State of California.]

## ITEM 9 - DAVIS BACON PROVISIO

A. In the event that "helpers" or persons other than journeypersons or indentured apprentices are determined to be acceptable on Davis-Bacon, HUD or other prevailing rate work, then Employers signatory hereto may use Air Conditioning Specialists, Pre-Apprentices or Apprentices in lieu of helpers in the same ratio of journeypersons to helper allowed other employers.

[SANTA CLARA] ~ Any employer utilizing this provision shall notify the Union in writing within five (5) days of being notified that the firm is to be awarded a contract to perform the work.]

B. Light Commercial journeyman and apprentice rates to be published for prevailing wages on Light Commercial projects. Task Force to review every 6 months with adjustments, if necessary, to be made no later than 12 months. This is subject to Resolution by General Counsel/Bay Area and Business Manager/Local 104.

## ITEM 10 - TASK FORCE

A. Labor/Management Task Force to be formed for the purpose of reviewing contract and making necessary adjustments including long range plans, wage reopener and other justifiable contract concerns of industry deterioration. Task Force to meet and report every six (6) months with adjustments, if necessary, to be made no later than twelve (12) months. If resolve cannot be reached by the parties then resolve would be through the National Joint Adjustment Board per Article X, Section 8. It is hereby understood and agreed to by all parties that Article X, Section 8 is applica-

ble to this Agreement. The following are not included within the Task Force's realm of authority and shall run the duration of the contract:

**I - Maintenance of Benefits (Light Commercial)**

**ITEM 11 - PENALTIES**

A. The first violation of this addendum, particularly with regard to work assignment, as determined by the grievance procedure established under Article X of the Standard Form of Union Agreement shall result in a penalty of revocation of this addendum for a minimum of thirty (30) days and/or a \$10,000.00 fine. The fine shall be payable to existing funds of the local Union's discretion. The above penalties shall be a minimum penalty for first time violations. A second violation may result in permanent revocation of the Light Commercial Addendum. Members in violation of this addendum shall be subject to Article Seventeen (17) of the Sheet Metal Workers' International Association Constitution and Ritual.

**ITEM 12. SAN FRANCISCO FLEX RESTRICTION**

Unrestricted use of flex on Light Commercial projects in San Francisco. Commercial projects in San Francisco shall continue to adhere to flex restrictions addressed in San Francisco's Addendum One. The use of flex may be implemented as noted unless otherwise directed by project plans and specifications.

**ITEM 13. TERMINATION AND RENEGOTIATIONS**

Termination and renegotiations shall be as set forth in the Standard Form of Union Agreement.

**RESIDENTIAL -ADDENDUM NUMBER THREE  
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 I. 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 remain in full force and effect through June 30, 1999.

**ITEM 2 - DEFINITIONS**

A. Residential Definition: Any single/multi-family dwelling that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling system).

B. Purchase of chase tops and saddles to go before Task Force for resolve. Residential furnace plenum may be purchased as an equipment manufacturers catalog item. Additional items not referenced must be addressed through written letters of understanding.

C. ALAMEDA/CONTRA COSTA, SAN MATEO, SANTA CLARA ~ Job Notification: Employers are required to notify Employees prior to performing any work covered by this Agreement.]

**ITEM 3 - WAGE AND FRINGE SCHEDULE**

A. Effective July 1, 1994, the wage/fringe rate for journeypersons performing field installation on residential new construction projects, architectural sheet metal, metal roofing, [NORTH BAY ~ service, service repair,] remodel, or add-on projects and/or when fabricating on an occasional or incidental basis plenums, boxes or boots and then only by persons normally employed in the field and for work covered by this Agreement only shall be increased in the amount of twenty-one cents (\$0.21) per hour as maintenance of benefits for Health Care and SUB/SHC.

July 1, 1995 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1996 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1997 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1998 Health/SUB Maintenance of Benefits, Wage Reopener

B. Effective July 1, 1994 the wage/fringe schedule for journeypersons performing shop fabrication on Residential projects on a continuing basis shall be increased in the amount of twenty-one cents (\$0.21) per hour as maintenance of benefits for Health Care and SUB/SHC.

[NORTH BAY, SAN FRANCISCO ~ Apprentices performing shop fabrication on Residential projects on a continuing basis shall be paid at their prescribed rate under the Building Trades wage/fringe schedule.]

July 1, 1995 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1996 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1997 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1998 Health/SUB Maintenance of Benefits, Wage Reopener

ALAMEDA/CONTRA COSTA, SAN MATEO ~ Apprentices performing shop fabrication on Residential projects on a continuing basis shall be paid at their prescribed rate under the Residential (shop) wage fringe schedule.]

[SANTA CLARA ~ Apprentices shall be paid at their prescribed rate under the Building Trades wage/fringe schedule.]

There are to be no wage/fringe reductions. The current shop journeyperson wage/fringe package is to be frozen until such time as the field rate becomes equal to the shop rate. Where a wage differential exists between the shop and field rates there shall be Maintenance of Benefits for the shop rate. This is for all areas of Local No. 104.

C. With respect to journeypersons, forepersons and [NORTH BAY, SAN FRANCISCO, SANTA CLARA ~ general forepersons] working pursuant to this Addendum, wages and conditions not specifically covered by this agreement shall be covered by Addendum I and, specifically, contributions to Local Supplemental Pension shall be governed by the classification system contained in Addendum 1, as well as the method by which overtime and other premiums are calculated.

D. Effective July 1, 1994, the wage/fringe schedule for Air Conditioning Specialists shall be increased twenty (\$0.20) [SANTA CLARA ~ fourteen (\$0.14)) cents per hour as maintenance of benefits for Health Care and SUB/SHC.

July 1, 1995 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1996 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1997 Health/SUB Maintenance of Benefits, Wage Reopener  
July 1, 1998 Health/SUB Maintenance of Benefits, Wage Reopener

E. The current minimum wage/fringe schedules for all classes of Employees covered by this Addendum shall be attached and considered appendices of this Addendum.

F. Effective January 1, 1995 all employers agree to pay forty-five (\$0.45) cents per hour of work to the Bay Area Industry Promotion Fund.

G. ALAMEDA/CONTRA COSTA ~ Local Supplemental Pension Fund option: Employees may elect to increase the mandatory Local Supplemental Pension Fund contribution by a specific amount(s) set by the Fund Trustees. The hourly wage rate of the employees shall be reduced by an amount equal to the increased contribution to the Local Supplemental Pension Fund.]

[NORTH BAY, SAN FRANCISCO, SANTA CLARA,



**ALAMEDA/CONTRA COSTA** ~ 1. Effective [NORTH BAY, SANTA CLARA ~ January 1, 1993] [SAN FRANCISCO, ~ December 20, 1994] [ALAMEDA/CONTRA COSTA ~ January 1, 1992], there shall be four (4) classifications of employees covered under the Residential addendum for A/C Specialist—Installer. Classification is based upon industry seniority under collective bargaining agreements with the Union and the attainment of advanced levels of experience and status within the trade. Applicable terms and conditions of this addendum shall be applied in accordance with attained classification. Applications for classification designations shall be submitted to the Financial Secretary of the Union, and upon his recommendation shall be granted by the Union's Executive Board upon verification that the applicant has achieved the requisite experience as outlined below:

Class I employees shall consist of all Air Conditioning Specialist—Installer apprentices.

Class II employees shall consist of Air Conditioning Specialist—Installers who have successfully completed their course of training as outlined in the agreement between the parties hereto. (Traveling Air Conditioning Specialists—Installers shall be presumed to have Class II status only, unless sufficient proof of requisite experience for a higher classification is presented at the time of initial dispatch.)

Class III employees shall consist of employees who have successfully completed Air Conditioning Specialist—Installer training and who have completed at least one (1) year at the trade at the regular specialist level or above under Local 104 collective bargaining agreements.

Class IV employees shall consist of Air Conditioning Specialist—Installers who have completed at least five (5) years at the trade at the specialist level or above under Local 104 collective bargaining agreements.

2. Each employee shall submit to the Financial Secretary of the Local Union any request for designation as a Class III or Class IV employee no later than December 1. Upon approval by the Union, such classification shall be effective January 1. The Union shall notify the employers of the approved classification of each employee on or before December 10. Any employer not so advised shall, effective January 1, pay the wages and fringe contribution designated for A/C Specialist—Installer employees as either Class I or Class II, dependent upon each employee's status as either a trainee (Class I) or as a specialist (Class II), and such classification shall continue through December 31.

3. Thereafter, classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Executive Board of the Union and approved by the Association and/or any other recognized employer bargaining unit. Upon notification by the Union to the individual employer of an approved classification change, the individual employer shall pay wages and fringe contributions at the approved classification level unless and until notified by the Union of a classification change. In no event shall a classification change be implemented except by proper notification from the Union and no more than one (1) classification change may be effected during any contract year, and shall be effective as of January 1, provided the employer has received proper notice of such change on or before the immediately preceding December 10.

4. All premium payments, including overtime payments required to be paid under this addendum shall be paid by the employer with reference to the gross taxable wage rate applicable to Class I employees (in the case of trainees only) or Class II employees, regardless of attained classification.

**EFFECTIVE [NORTH BAY, SANTA CLARA ~ JANUARY 1, 1993] [SAN FRANCISCO ~ DECEMBER 20, 1994] [ALAMEDA/CONTRA COSTA ~ JANUARY 1, 1992]**

CLASSIFICATION      LOCAL SUPP PENSION  
SF      NB      SC      A/C

#### Class I (Specialist in Training)

Applicant	N/A	\$0.00	\$0.00	\$0.00
1st 6 months	\$0.10	\$0.10	\$0.10	\$0.10
2nd 6 months	\$0.10	\$0.10	\$0.10	\$0.10
3rd 6 months	\$0.10	\$0.10	\$0.10	\$0.10
4th 6 months	\$0.10	\$0.10	\$0.10	\$0.10
Class II	\$0.37	\$0.37	\$0.43	\$0.43
Class III	\$1.70	\$1.70	\$1.50	\$1.50
Class IV	\$3.00	\$3.00	\$3.00	\$3.00

#### ITEM 4 - JOURNEYPerson-A/C SPECIALIST RATIO

A. After review of work history and present employment an area wide Residential Red Circle list has been mutually established. If there are Red Circle journeypersons available for work on the out of work list there shall be an area wide maximum ratio of two (2) air conditioning specialists:one (1) journeyperson. Bumping rights may be invoked at the discretion of the Red Circle journeyperson. Upon full employment of Red Circle employees there shall be unlimited air conditioning specialists ratios.

##### RED CIRCLE LANGUAGE

Agreed upon conditions shall become effective for work with purchase orders dated after final ratification of December 20, 1994.

A Red Circle Journeyperson/Apprentice list has been agreed to and attached to this Agreement.

In the event a Red Circle Journeyperson is laid off, bumping privileges may, after a 24 hour notice to the Bay Area Association of SMACNA Chapters, be evoked within any shop that has in their employ a ratio in excess of 2:1 (2 A/C Specialists or 75% wage rate employees to 1 Red Circle journeyperson).

An Employer may terminate a Red Circle journeyperson for cause and, in that event, the name of the journeyperson shall be deleted from the Red Circle list. Alleged violations of this provision are subject to the grievance procedure.

Red Circled Journeypersons must be available for work (Disability, vacation, military duty and similar conditions shall waive this requirement). In the event the Journeyperson is employed in other than Residential work and refuses dispatch as a Red Circle Residential Journeyperson; his/her Red Circle status would then be forfeit.

The Red Circle list shall be economically implemented on a Local 104 industry wide basis so that all Employers are treated equally.

In the event that Red Circle Journeypersons/Apprentices are available for work, the Employer shall not exceed a ratio of two (2) A/C Specialists, or 75% wage rate employees to one (1) Red Circle journeyperson until such time as all Red Circle Journeypersons are employed.

Alleged violations of this provision shall be submitted to expedited arbitration.

In the event the panel cannot render a decision, the matter shall be referred, on an expedited basis, through Article X of the SFUA and that decision shall be final and binding on all parties hereto.

B. The employer may employ A/C Specialists without regard to ratios except as provided in Section A above.

C. In the event air conditioning specialists are unavailable for dispatch, qualified journeypersons may volunteer to be dispatched at a lower rate. This individual shall be limited to the scope of work as described for the air conditioning specialist. The rate of pay shall be 75% of the Residential journeyperson rate. Journeypersons wishing to volunteer to work at the aforementioned classification and rate shall:

- 1) be registered on the out of work list;
- 2) notify the local union of availability to work at the lower rate;
- 3) be dispatched by referral only (no solicitation - no name calls for reduced rate);
- 4) maintain his/her place on the out of work list while employed at the

lower rate.

In the event the journeyman chooses to remain working at the 75% rate and refuses long term dispatch (work expected to exceed ten (10) working days), he/she shall then have his/her name removed from the out of work list.

D. The Employer may hire pre-apprentices to comply with ratios contained herein until such time as the Local Union can supply journeymen or apprentices. A minimum of five (5) days of employment for the pre-apprentice is hereby agreed to. Upon availability of ratios contained herein, a 24 hour notice shall be given to the Employer prior to dispatch.

E. Air Conditioning Specialists may work in the shop for the purpose of fabricating items for residential installation only. It shall be a violation of this addendum for an air conditioning specialist or other classification (which is used in lieu of an air conditioning specialist) to engage in activities within the premises of the shop with respect to item(s) not specifically intended for residential application.

F. [NORTH BAY] ~ There shall be an Air Conditioning Specialist applicant who shall be paid the hourly wage rate of 54% of the A/C Specialist (FULL STEP) gross taxable wage. A/C Specialist Applicants shall receive full fringe contributions made on their behalf by their employer after thirty (30) days of their original dispatch date. Upon completion of employment not to exceed three (3) months, said employee shall enroll and participate in the training program. Said employee shall be considered an Air Conditioning Specialist or Air Conditioning Specialist Trainee for the purpose of the ratio.]

[ALAMEDA/CONTRA COSTA] ~ An Air Conditioning Specialist Applicant shall be paid the hourly wage rate of the first period Air Conditioning Specialist Trainee. The Employer shall contribute to the Health Plan for said employee within 60 calendar days of employment or following 300 hours of paid employment (whichever is greater). Sixty calendar days from date of employment or following 300 hours of paid employment (whichever is greater) the employer shall remit all other fringe benefit payments required for any A/C Specialist Trainee and such person shall, upon passing such testing as is required, enroll and participate in the training program. The only exception to the limitations above shall apply to A/C Specialist Applicants hired during the month of June, whose employment in that classification may continue through ninety (90) calendar days from date of employment or following 450 hours of paid employment (whichever is greater.)

[SAN MATEO] ~ An Air Conditioning Specialist Applicant shall be paid the hourly wage rate of the first period Air Conditioning Specialist Trainee. The Employer shall contribute to the Health Plan for said employee within 60 days from date of employment. The employer shall remit all other fringe benefit payments required for any A/C Specialist Trainee and such person shall, upon passing such testing as is required, enroll and participate in the training program. Note: Said employees shall be considered as an A/C Specialist Trainee for purposes of A/C Specialist to Journeyman ratios established under the agreement.]

[SANTA CLARA] ~ The Employer may elect to utilize one (1) Pre-apprentice in lieu of a Sheet Metal Air Conditioning Specialist or Sheet Metal Air Conditioning Specialist Trainee.]

[SANTA CLARA] ~ The Employer shall request from the Local Union office all Sheet Metal Air Conditioning Specialist Trainees.]

[SANTA CLARA] ~ To provide the best possible continued stable employment the Employer shall employ unemployed Sheet Metal Air Conditioning Specialists or trainees before new Applicants will be dispatched.]

G. [NORTH BAY] ~ When workload conditions warrant, and the journeyman-A/C Specialists ratio permits, as provided in Section A above, Service Technicians may work on Residential projects provided the specified ratio is maintained. Residential A/C Specialists may also be utilized to perform service work as defined in the Service Addendum. It shall be the responsibility of the employer to be within the proper ratio.]

H. [ALAMEDA/CONTRA COSTA, SAN MATEO] ~ An Air Conditioning Specialist Applicant may perform on work covered by the Service Addendum at the "Applicant" rates for a probationary period not to exceed 60 calendar days. The Employer may elect to utilize one (1) Pre-apprentice whose employment shall not effect the ratios of this Addendum. The Employer may also elect to utilize a Pre-Apprentice in lieu of an Air Conditioning Specialist or Air Conditioning Specialist Trainee or Air Conditioning Specialist Applicant.]

I. [NORTH BAY, SAN FRANCISCO] ~ Recognizing that A/C Specialist trainees 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 an A/C Specialist journeyman or Residential journeyman.]

[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 Journeyman.]

J. [SANTA CLARA] ~ RESIDENTIAL SHOP RELIEF: One (1) additional pre-apprentice outside of the existing ratio shall be afforded to Residential shops by application.]

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

L. [NORTH BAY, SAN FRANCISCO] ~ When an A/C Specialist directs five (5) others (A/C's shall not direct journeymen), he shall receive 5% over the Class II gross taxable hourly wage of this agreement. Parties shall meet and determine a rate of 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 jobsite 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.]

#### ITEM 5 - WORK WEEK AND OVERTIME PAY

A. All areas within the jurisdiction of SMWIA Local No. 104 that are performing work under a Residential 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. Rainy Day Make Up Day - Residential Only: Employees may, on a voluntary basis, work a make up day on Saturday at the straight time rate of pay if the employees of the other union sub-contractors work at their straight time rate if making up work on the jobsite that Saturday. The make up day must take place on the Saturday immediately following the week within which the workday (M-F) was missed. There shall be no "switching" of jobsites or employees for a rainy day makeup unless approved by the union. No hours over forty (40) hours per week shall be allowed at the straight time rate. All members who work the make-up day or any overtime must inform the union prior to starting work.

D. [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 he reports directly to jobsite.

D. NORTH BAY ~ When a contractor engaged in HVAC and Architectural Sheet Metal installation on a custom single family residence can conclusively demonstrate to the Union the competition is Non-Union, it will be the option of the individual employee or employees involved to travel from the job to the shop, when so warranted, on his/her own time not to exceed one-half (1/2) hour per day.

This provision will only apply when the employee is required to report to the shop in the morning and return to the shop after quitting time and is using a company truck.

It is also understood this provision applies to travel time only and no work is to be performed outside the regular work hours unless the overtime rate is paid.

The intent of this provision is to allow the contractor to be competitive with the Non-Union element. This provision will not apply to other than custom home construction.

Apartments, townhouses, etc. do not fall under the terms of this provision.]

## ITEM 7 - HIRING HALL, HIRING AND REFERRAL PROCEDURES

The Hiring Hall language contained in Item 27 of Addendum #1 shall apply to all classifications covered by this Addenda. Employers shall refer all Air Conditioning Specialist Trainee applicants to the office of the JAC and no such applicant shall be employed until such time as the Employer is notified by said office of the acceptance of the application under procedures approved by mutual consent of the parties signatory hereto.

## ITEM 8 - JOINT APPRENTICESHIP AND TRAINING COMMITTEE

The language set forth below shall be subject to the action and authority of the Sheet Metal Workers' Local 104 and Bay Area Industry Training Fund pursuant to the authority granted to them in the Merger Agreement and the Sheet Metal Workers' Local 104 and Bay Area Industry Training Trust Agreement providing the direction to effectuate the merger and consolidation of the apprenticeship committees. In the event of a conflict between any rules and regulations established by the Trust Fund and the language contained herein, the language of the Trust Agreement and any rules and regulations established therein shall prevail.

A. Effective July 1, 1995 there shall be one central training fund for all areas with the training fund contributions directed into one fund as of July 1, 1995. The existing training fund shall be merged with all assets and liabilities pooled.

B. The local area JATCs shall retain jurisdiction over the administration of the Air Conditioning Specialist and Residential training programs subject to the SMWIA 104 and Bay Area Industry Training Fund, including those dispatch procedures now in effect or that may be mutually agreed to in the future by the JATC.

C. NORTH BAY, SAN FRANCISCO, ALAMEDA/CONTRA COSTA, SAN MATEO ~ Employers shall refer all applicants for the Air Conditioning Specialist and Residential programs, along with a list of current employees and their classification, to the office of the local area JATC and no such applicant shall be employed until such time as the Employer is notified by said office of the acceptance of the application for entry into the program under procedures now in effect or as may from time to time be instituted by mutual consent of the parties signatory hereto. To provide as best as possible the opportunity for continued and stable employment of such persons as are admitted into the program, the Employer shall give consideration to the employment of those persons when and where possible.]

D. NORTH BAY, SAN FRANCISCO ~ The local area JATCs shall periodically review the status of apprentices to assure for those in periods NORTH BAY ~ one (1) through five (5)] SAN FRANCISCO ~ one (1) through four (4)] that the effects of this Agreement are not harmful to their progress and training and shall make such dispatches as are appropriate, necessary and equitable to all parties under this agreement.]

E. Apprentices shall be dispatched at a mandatory one (1) apprentice to three (3) air conditioning specialists ratio (if available) so as to allow them the ability to train in the Residential market. Apprentices working for a residential employer, and meeting the requirement of Red Circling, shall be Red Circled and shall share Red Circle protection. (list attached)

F. NORTH BAY, SAN FRANCISCO ~ A Full Step A/C Specialist Installer or A/C Specialist Installer Apprentice shall not receive a reduction in pay if they become a Building Trades or Residential Apprentice, but shall continue to receive their A/C Specialist base pay (fringe contributions shall be based on Building Trades and/or Residential apprentice contributions) until such time as their Building Trades and/or Residential apprentice base wage advancement reaches their prior A/C Specialist base wage scale.]

G. Standardization of curriculum for existing 2 year A/C Specialist program. Task Force to meet with JAC's for resolution within 90-120 days. If the parties cannot agree then this issue would go to the National Joint Adjustment Board per Article X, Section 8.

H. SAN MATEO ~ Air Conditioning Specialist Trainees shall attend training classes as established by the training committee. Attendance at said classes shall be paid for at the hourly rate of \$4.25 per hour. School hours shall be considered hours worked for the purpose of calculating overtime and shall be paid at the rate of time and one-half when applicable. All Applicants shall be dispatched at the rate of 1st Level Trainee and shall not be advanced in pay until completion of the required related training course.]

I. ALAMEDA/CONTRA COSTA ~ School hours attended as required by Air Conditioning Specialist Trainees shall be considered hours worked and applicable wages and fringes shall be paid to the employee by the employer.]

J. SANTA CLARA ~ The local area JAC shall administer the Sheet Metal Air Conditioning Specialist Trainee training program subject to the SMWIA 104 and Bay Area Industry Training Fund, including such procedures now in effect or that may be mutually agreed to from time to time by the parties signatory hereto.]

K. SANTA CLARA ~ Inasmuch as the Sheet Metal Air Conditioning Specialist Apprenticeship Program has been recognized and certified by the State of California Division of Apprenticeship Standards and placed under the jurisdiction of the existing Joint Apprenticeship Committee, the Rules and Regulations governing these apprentices are those listed with the State of California.]

L. ALAMEDA/CONTRA COSTA ~ On Light Commercial projects, an Air Conditioning Specialist Trainee may not work by himself/herself except for delivery or cleanup or if the A/C Specialist or Journeyman assigned to the job has been temporarily called off the job site or is absent due to circumstances beyond the Employer's control. Said Employees may continue to work alone on Residential projects.]

## ITEM 9 - DAVIS BACON PROVISION

A. In the event that "helpers" or persons other than journeymen or indentured apprentices are determined to be acceptable on Davis-Bacon, HUD or other prevailing rate work, then Employers signatory hereto may use Air Conditioning Specialists, Pre-Apprentices or Apprentices in lieu of helpers in the same ratio of journeymen to helper allowed other employers.

SANTA CLARA ~ Any employer utilizing this provision shall notify the Union in writing within five (5) days of being notified that the firm is to be awarded a contract to perform the work.]

B. Residential journeyman and apprentice rates to be published for

prevailing wages on Residential projects. Task Force to review every 6 months with adjustments, if necessary, to be made no later than 12 months. This is subject to Resolution by General Counsel/Bay Area and Business Manager/Local 104.

#### ITEM 10 - TASK FORCE

A. Labor/Management Task Force to be formed for the purpose of reviewing contract and making necessary adjustments including long range plans, wage reopener and other justifiable contract concerns of industry deterioration. Task Force to meet and report every six (6) months with adjustments, if necessary, to be made no later than twelve (12) months. If resolve cannot be reached by the parties then resolve would be through the National Joint Adjustment Board per Article X, Section 8. It is hereby understood and agreed to by all parties that Article X, Section 8 is applicable to this Agreement. The following are not included within the Task Force's realm of authority and shall run the duration of the contract:

- 1 - Maintenance of Benefits (Residential)
- 2 - Red Circle Status

#### ITEM 11 - PENALTIES

A. The first violation of this Addendum, particularly with regard to work assignment, as determined by the grievance procedure established under Article X of the Standard Form of Union Agreement shall result in a penalty of revocation of this addendum for a minimum of thirty (30) days and/or a \$10,000.00 fine. The fine shall be payable to existing funds of the local Union's discretion. The above penalties shall be a minimum penalty for first time violations. A second violation may result in permanent revocation of the Residential Addendum. Members in violation of this addendum shall be subject to Article Seventeen (17) of the Sheet Metal Workers' International Association Constitution and Ritual.

#### ITEM 12. SAN FRANCISCO FLEX RESTRICTION

Unrestricted use of flex on Residential projects in San Francisco. Commercial projects in San Francisco shall continue to adhere to flex restrictions addressed in San Francisco's Addendum No. One. The use of flex may be implemented as noted unless otherwise directed by project plans and specifications.

#### ITEM 13. TERMINATION AND RENEGOTIATIONS

Termination and renegotiations shall be a set forth in the Standard Form of Union Agreement.

#### WESTERN STATES COUNCIL OF CALIFORNIA, ARIZONA, NEVADA AND HAWAII

##### Local Union's Address and Phone Number

##### LOCAL UNION NO. 26, RENO, NEVADA

1150 Terminal Way/P.O. Box 26

Reno, NV 89402 .....(702) 322-7447

JURISDICTION: Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Nye (the Northern portion of the "First Standard Parallel Line North of the 38 Latitude"), Ormsby, Pershing, Storey and Washoe Counties of Nevada.

##### LOCAL UNION NO. 88, LAS VEGAS, NEVADA

4321 East Bonanza Road, Las Vegas, NV 89110

Las Vegas, NV 89110 .....(702) 452-4799

JURISDICTION: Clark, Esmeralda, Lincoln, Nye (the Southern portion at the "First Standard Parallel Line North of the 38 Latitude"),

and White Pine Counties of Nevada.

##### LOCAL UNION NO. 102, CORONA, CALIFORNIA

355 North Sheridan St., Suite 102

Corona, CA 91720 .....(909) 737-7102

JURISDICTION: San Bernardino, Riverside, Inyo, Mono, Los Angeles and Orange Counties, including the northeast corner of Kern County; cities of Pomona and Claremont in Los Angeles County; San Clemente, Catalina Island and that portion of Los Angeles County south of Imperial Hwy. and east of the Los Angeles River, including all of the City of Long Beach.

##### LOCAL UNION NO. 104, SAN FRANCISCO, CALIFORNIA

1939 Market Street

San Francisco, CA 94103 .....(415) 621-2930

JURISDICTION: City and County of San Francisco.

##### LOCAL UNION NO. 104, SAN MATEO, CALIFORNIA

703 South "B" Street

San Mateo, CA 94401 .....(415) 342-6641

JURISDICTION: San Mateo County.

##### LOCAL UNION NO. 104, SAN LEANDRO, CALIFORNIA

1720 Marina Blvd.

San Leandro, CA 94577 .....(510) 895-8660

JURISDICTION: Alameda and Contra Costa Counties.

##### LOCAL UNION NO. 104, SAN JOSE, CALIFORNIA

370 Umbarger Road

San Jose, CA 95111 .....(408) 225-3939

JURISDICTION: Santa Clara County

##### LOCAL UNION NO. 104, CASTROVILLE, CALIFORNIA

10357 Merritt Street #3

Castroville, CA 95012 .....(408) 633-3585

JURISDICTION: Monterey, Santa Cruz and San Benito Counties.

##### LOCAL UNION NO. 104, PETALUMA, CALIFORNIA

1250 Petaluma Blvd. North

Petaluma, CA 94952 .....(707) 763-6676

JURISDICTION: Marin, Sonoma, Napa, Solano, Lake and Mendocino Counties.

##### LOCAL UNION NO. 104, EUREKA, CALIFORNIA

9th & E Streets

Eureka, CA 95501 .....(707) 443-8158

JURISDICTION: Humboldt, Trinity and Del Norte Counties.

##### LOCAL UNION NO. 108, LOS ANGELES, CALIFORNIA

464 South Lucas Avenue

Los Angeles, CA 90017 .....(213) 481-4461

JURISDICTION: Including Kern County (including Ridgecrest and the China Naval Weapons Center (except the area East of Hwy. 395 from Red Mountain to the Inyo County Line), L.A. County (including Palmdale and Lancaster) north of a straight line between Gorman and Big Pines, City of Claremont, Pomona (portions known as Mountain Meadows Golf Course west of Ganesha Blvd.) west of Hwy. 57 and south of Hwy. 60 to L.A./San Bernardino County Lines.

##### LOCAL UNION NO. 108, BAKERSFIELD, CALIFORNIA

601 Eureka Street,

Bakersfield, CA 93305 .....(805) 323-4461

JURISDICTION: Bakersfield.

##### LOCAL UNION NO. 182, SACRAMENTO, CALIFORNIA

2840 El Centro Road, Suite 110

Sacramento, CA 95833 .....(916) 922-1133

JURISDICTION: Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yolo and Yuba Counties.

**LOCAL UNION NO. 162, STOCKTON, CALIFORNIA**

3180 Ad Art Way, Bldg. C3  
Stockton, CA 95215 .....(209) 931-9375

JURISDICTION: San Joaquin, Calaveras and Alpine Counties.

**LOCAL UNION NO. 162, FRESNO, CALIFORNIA**

4584 East Floradora, Suite A  
Fresno, CA 93703 .....(209) 255-0454

JURISDICTION: Fresno, Madera, Kings and Tulare Counties.

**LOCAL UNION NO. 162, MODESTO, CALIFORNIA**

1307 7th Street, Suite B  
Modesto, CA 95354 .....(209) 523-1323

JURISDICTION: Stanislaus, Merced, Tuolumne and Mariposa Counties.

**LOCAL UNION NO. 206, SAN DIEGO, CALIFORNIA**

4594 Mission Gorge Place  
San Diego, CA 92120 .....(619) 265-0501

JURISDICTION: San Diego and Imperial Counties.

**LOCAL UNION NO. 273, SANTA BARBARA, CALIFORNIA**

318 Loreto Place  
Santa Barbara, CA 93101 .....(805) 962-1232

JURISDICTION: Santa Barbara (Santa Barbara, San Luis Obispo and Ventura Counties), Channel Islands, namely San Miguel, Santa Rosa, Santa Cruz and San Nicholas.

**LOCAL UNION NO. 293, HONOLULU, HAWAII**

1405 North King Street, 4th Floor  
Honolulu, HI 96817 .....(808) 841-5078

JURISDICTION: The Hawaiian Islands.

**LOCAL UNION NO. 359, PHOENIX, ARIZONA**

2604 East Adams Street  
Phoenix, AZ 85034 .....(602) 273-1388

JURISDICTION: Entire State of Arizona

**PRODUCTION LOCALS**

**LOCAL UNION NO. 170, PICO RIVERA, CALIFORNIA**

9101 East Whittier Blvd., Suite 170  
Pico Rivera, CA 90660 .....(310) 695-4066

JURISDICTION: Southern California

**LOCAL UNION NO. 371, OAKLAND, CALIFORNIA**

60 Hegenberger Place  
Oakland, CA 94621 .....(510) 562-8512

JURISDICTION: Alameda, Alpine, Calaveras, Contra Costa, Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, San Joaquin, Stanislaus, Tulare & Tuolumne Counties.

**WELDING LOCAL**

**LOCAL UNION NO. 461, WALNUT, CALIFORNIA**

21033 Brookline Drive  
Walnut, CA 91789 .....(714) 647-6368

JURISDICTION: Los Angeles