DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director - Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



### TRAVEL AND SUBSISTENCE PROVISIONS

### **FOR**

### SHEET METAL WORKER METAL DECK AND SIDING

IN

ALAMEDA, ALPINE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, AND YOLO COUNTIES.

# MEMORANDUM OF UNDERSTANDING BY AND BETWEEN METAL DECK AND SIDING CONTRACTORS ASSOCIATION OF NORTHERN CALIFORNIA AND ANNING-JOHNSON COMPANY

This Memorandum of Understanding (MOU) amends and extends the current Standard Form of Union Agreement Specialty Contracting Division of the Sheet Metal Industry in regards to this contract in effect at this time July 1, 2013 through June 30, 2017 between the parties, and shall be referenced as the Collective Bargaining Agreement (CBA) in this document. Any language specifically not addressed shall remain in effect through the duration of the Agreement.

1. Three (3) year agreement, extending the current CBA between the parties from July 1, 2017 through June 30, 2020.

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UNION AGREEMENT

BETWEEN THE

Official than the territorial and

INTERNATIONAL ASSOCIATION OF

SHEET METAL, ATR, RAIL and

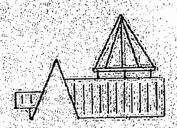
TRANSPORTATION WORKERS'

LOCAL UNION NO.104

AND

METAL DECK AND SIDING CONTRACTORS ASSOCIATION OF NORTHERN CALIFORNIA

JULY 1, 2013 to JUNE 30, 2017



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International Association of Sheet Metal, Air, Rail and Transportation

Workers' Local Union No.104 2610 Crow Canyon Road, Suite 300 San Ramon, CA 94583-1547 (925) 314-8600

#### **ARTICLE VIII**

### REPORTING FOR WORK, SUBSISTENCE & CONGESTION ZONE FEE

SECTION 1. When employed on a job within forty (40) air miles of the dispatch point of the Local Union Dispatch Office from which the employee is dispatched, the employee shall be governed by the regular working hours specified herein and shall provide for himself/herself necessary transportation within said limits from home to job at starting time and from job to home at quitting time, and the Employer shall provide or pay for all necessary additional transportation during working hours.

SECTION 2. When employing workers outside the limits specified in Section 1, of Article VIII, the Employer shall provide or pay for all 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, the Employer shall pay subsistence and travel expense as define in Article VIII, Section 3 and Section 4, of this Agreement.

SECTION 3. Subsistence: Subsistence shall be determined by the one way air mile distance between the dispatch point from which the employee is hired and the job site where he/she is employed. Subsistence shall be paid for each day worked or partial day worked on all job sites forty (40) or more air miles from the dispatch point.

The following dispatch points shall qualify within this Section as the dispatch points for Sheet Metal Workers' Local Union No. 104.

The San Mateo/Alameda County line on the San Mateo Bridge;

The City Hall of Sacramento The City Hall of Modesto The City Hall of Fresno

The City Hall of Stockton

Subsistence rates per day:

0 - 40 air miles free zone

40-50 air miles \$13.00

50-65 air miles \$24.00

65-90 air miles \$33.00

Over 90 air miles See section 4 below.

SECTION 4. Subsistence: Shall be paid on all job sites over ninety (90) air miles from the point of dispatch with one exception, jobs of one (1) day duration shall be paid at the travel reimbursement rate in lieu of subsistence.

Subsistence shall be paid on a five (5) day basis beginning with the first day of work and ending with the last day of work.

Subsistence on a five (5) day basis will be paid for each day or portion of day worked. The travel reimbursement will be paid once at the beginning of the job and once at the completion of the job. An

employee who quits prior to completion of the project will not receive travel reimbursement at completion of the job, only at the beginning of the job.

90 – 99 air miles \$60.00 100 air miles and over \$75.00

SECTION 5. Congestion Zone Fee: "San Francisco (including Yerba Buena Island) — Due to the unique parking and congestion problems common in San Francisco, each Sheet Metal Worker working in the City of San Francisco, as defined below, shall receive \$12.00 per day as a Congestion Zone Fee. The Congestion Zone Fee shall be considered travel pay and shall not be paid on days where show-up expense is paid. The City of San Francisco is defined as the city limits of San Francisco (as described by the San Francisco County Recorder's Office as of July 1, 1998), the Golden Gate Bridge in its entirety, and the west side of the San Francisco Bay Bridge up to and including Treasure Island. A Congestion Zone Fee for the following counties shall be \$8.00 per day: Alameda, Santa Clara and San Mateo.

SECTION 10. Parking Fees and Bridge Tolls: The Employer agrees to reimburse the employee for parking fees and bridge tolls incurred upon presentation of receipts. The Union agrees that employees will accept and utilize in lieu thereof, any reasonable parking facility provided at or in the vicinity of the job site by the Employer. Said parking facility shall not exceed one-quarter (1/4) mile to the job site or transportation shall be provided by the Employer on the Employer's time.