

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
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TRAVEL & SUBSISTENCE PROVISIONS

FOR

SHEET METAL WORKER (HVAC)

IN

SAN LUIS OBISPO, SANTA BARBARA & VENTURA COUNTIES

DEC 27 2017

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Office of the Director-Research

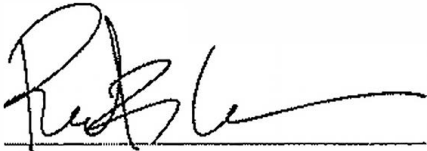
**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL
AND TRANSPORTATION WORKERS,
SHEET METAL WORKERS' LOCAL UNION NO. 104
AND
TRI-COUNTIES SMACNA**

This Memorandum of Understanding (MOU) amends and extends the current Standard Form of Union Agreement and Contract Addendum, as well as any MOUs or amendments in regard to this contract in effect February 1, 2009 through July 31, 2017 between the parties, and shall be referred to as the Collective Bargaining Agreement (CBA) in this document. Any language not specifically addressed shall remain in effect through the duration of the CBA, unless otherwise modified by mutual agreement of both parties.

Pending ratification by both bargaining parties:

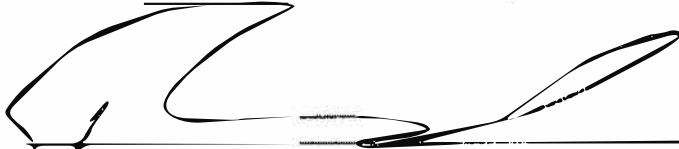
- 1) The current CBA shall be extended through July 31, 2023.

Subsistence shall be increased from \$60.00 to \$80.00.



Rick Werner
President/Business Manager
SMART, Sheet Metal Workers' Local Union No. 104

Dated: 3-31-2017



Todd Henard
President
Tri-Counties SMACNA

Dated: 4-17-12

rv:jm upcu #29
five attachments
033117

Attachment 1

PARKING

SECTION A. The Employer agrees to reimburse the employee for reasonable parking fees incurred, upon presentation of receipt, and the Union agrees that employees will accept and utilize, in lieu thereof, any reasonable parking facility provided by the Employer, at or within one quarter (1/4) mile of the shop or jobsite.

SECTION B. In lieu of paid parking, the employee has the option to use public transportation and the Employer will reimburse the employee for such cost, not to exceed the cost of parking.

SECTION C. On projects that require designated offsite parking, the employee will travel in on their time and travel out on the Employer's time. If parking is more than one quarter (1/4) mile from the job or shop, shuttle transportation will be provided by the Employer.

MEMORANDUM OF UNDERSTANDING
February 1, 2013

Whereas, Local Union No. 273 of the Sheet Metal Workers' International Association (hereinafter referred to as "Local #273") and the Tri-Counties Chapter of the Sheet Metal and Air Conditioning Contractors National Association (hereinafter referred to as "Local Chapter") are parties to a Standard Form of Union Agreement (A-01-05) (the SFUA) (dated February 1, 2009), Local Addendum #1 (dated February 1, 2009), and Local Amendment #1 to Local Addendum #1 (dated February 1, 2009), all with a stated effective date from February 1, 2009 through July 31, 2014 (collectively the Standard Form, the Addendum and the Amendments to the Addendum, being referred to hereinafter as the "Agreement") and,

Whereas, the Local Chapter is recognized as the bargaining agent for its contractor members and those contractors who have authorized the Local Chapter to act as their collective bargaining representative, and

Whereas, Local #273, on behalf of its union membership and Local Chapter on behalf of its contractor members and those contractors who have authorized the Local Chapter to act as their collective bargaining representative, desire to modify the above-referenced Agreement;

9. The expiration date of the Agreement shall be extended to July 31, 2015.

Except as hereinabove expressly modified, the Agreement, and each and every term and provision thereof, shall remain in full force and effect in accordance with their existing terms. It is understood that, with the exception of the Industry Fund, Local #273 has the right to reallocate the monetary package as it deems necessary to existing funds.

STANDARD FORM OF UNION AGREEMENT

SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Agreement entered into this 1st day of February, 2009 by and between, Tri-Counties SMACNA, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 273 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for Ventura, Santa Barbara & San Luis Obispo Counties.

JAN 28 2009

Div. of Labor Statistics & Research
Chief's Office

ARTICLE XI
SUBSISTENCE AND TRAVEL EXPENSE

SECTION 1. When working in the jurisdiction of another Local Union, the Employer agrees to pay the Employee \$60.00 per day, and the subsistence rate as outlined in the Local Union Agreement in the jurisdiction of the Local Union where the work is to be performed, or actual expenses incurred, whichever is higher.

When an employee is employed on a "subsistence work site" and the employee chooses to travel from the jobsite to home with a company provided vehicle, he/she shall be responsible for furnishing his/her own fuel for each trip exclusive of the first and last trip.

Any claim for past due subsistence payment filed with Local 273, by an Employee, shall be null and void when more than 30 days has passed since the first day of work in the out of area jurisdiction.

SECTION 2. No Employee shall be requested, required, or permitted to furnish transportation during working hours; except, when relocating to a new jobsite or shop. In this situation, the Employee will be paid the hourly wage to the second and so forth jobsite/shop (on the same day). An Employee may transport only his personal tools in his personal vehicle.

ARTICLE XII
STARTING POINTS

PERMANENTLY ESTABLISHED SHOP SITES

SECTION 1. A Permanent Established Shop Site shall be defined as a shop having the capability of fabricating sheet metal products and performing service to the general public.

SECTION 2. Should a branch shop or shops be established, they shall have the capabilities as required above. A branch shop shall not be used as a dispatch point until it has been in continuous existence for a period of six months.

SECTION 3. Any permanent established shop shall be permitted to establish additional shops within the geographical jurisdictional area to this Agreement.

a. An Official Free Zone Land Map of the Tri-Counties is hereby established for the purpose of providing free travel zones

b. No Employee shall be requested, required, or permitted to furnish transportation during working hours.

c. Any Employee working for Shops signatory to this Agreement, by mutual consent of Employer and Employee, shall have the option of reporting either to job or shop, whichever is closer to his home, but shall receive the prevailing rate from the shop site.

SECTION 5. There shall be no change in permanent established shop site or branch sites that adversely affect existing conditions during the full term of this Agreement.

SECTION 6. Should an Employee be transported to and from a mutually acceptable site in a company vehicle or supplied a vehicle, in all cases, the Employee will be afforded suitable seating in a vehicle with compliance to safety laws.