

LOCAL #10 METRO DISPATCH PROCEDURE

Adopted 2/1/2011 (revised 01/29/2013) (revised 8/22/16)

- 1) **The Union shall be the exclusive bargaining agent for all employees performing work described in Article I of the Commercial, Architectural, and Specialty Agreement between the Commercial Subdivision of the Twin Cities Division, SMARCA Inc, and Sheet Metal Workers Local #10 Metro Area (Agreement) as provided in Article III, Section 1 thereof. Solicitation of employment by a member or employer is strictly prohibited. All referrals will be on a non discriminatory basis as set forth in Article III, Section 9 of the Agreement and will not be based on membership or non membership in the union. The Union will use good faith efforts to accommodate employer requests for minority, women, Section 3, or other protected classes of workers consistent with applicable governmental hiring goals.**
- 2) The Union will maintain separate out of work lists for Commercial Journeypersons, Commercial Apprentices, Residential Journeypersons, and Residential Apprentices. When a member is laid off by an employer, including temporary jobs, he/she must notify the Union Hall to have their name placed on the out of work list. Names will be entered on the appropriate out of work list in the order in which they are received. It is the member's responsibility to inform the dispatcher of any changes to his/her information when placing their name on the list to maintain an accurate list of skill sets. **Knowingly submitting or maintaining an inaccurate listing of qualifications or other referral-related information may result in disciplinary action.**
- 3) Employers will submit all requests for workers in writing to the Local. Said request will remain in force for 5 working days only and thereafter will be considered as having expired. Cancellation of such requests may be made by phone. (Article III, section 7)
- 4) The employer retains the right to refuse employment to any applicant. (Article III, Section 2). The dispatcher may request that the refusal be in written form.
- 5) Employers shall be entitled to recall a worker from the Union layoff list as long as the worker is collecting unemployment benefits chargeable to the employer at the time the request is made. The worker may elect to refuse employment and remain on the layoff list. Workers that withdraws, forfeits, or transfers from regular membership in Local 10 shall forfeit their right to any "call back" request from an employer and will be placed at the back of the out of work list when returning to regular membership. Workers that have transferred their name onto or off of the metro area out of work list shall forfeit their right to any "call back" request from an employer when returning to the metro area out of work list. The union may require the employer to provide written evidence that the worker is drawing unemployment benefits chargeable to the employer. (Article III, Section 8) The employer must contact the Union Hall to request a "call back".
- 6) Upon receiving a request for manpower, the dispatcher will call the first person, meeting the qualifications and requests set forth by the contractor, on the appropriate journeyman or apprentice out of work list. The dispatcher will continue to call names from the list of qualified employees who satisfy the employer's request, in order, until the position is filled.
- 7) When calling with a job offer, the dispatcher will leave a message on an answering machine, but is not required to wait for a reply before moving to the next name on the list. The dispatcher will note when he has left a message, and will not be required to call with subsequent job offers until he has received a response on the first offer. Workers may refuse two job offers, for which they are qualified, within the metro contract area. Any additional refusal of a job offer within the metro contract area, for which they are qualified, shall cause the worker to be moved to the back of the out of work list.
- 8) All journeymen, apprentices, and pre-apprentices dispatched to an employer by the Union Hall must be accompanied by a referral slip or they will be refused employment. (Article III, Section 3) the referral slip may be faxed to the employer by the dispatcher.

- 9) Members with unmet financial obligations to the local will be required to make arrangements for payment with the Financial Secretary prior to being dispatched to work. Those that have forfeited membership will be required to make arrangements for payment with the Financial Secretary. Non members will be required to pay a reasonable fee to the Union to defray the cost of maintaining the hiring hall in order to have their names placed, and remain on the out of work list. In no event will this fee equal or exceed the regular membership dues.
- 10) Any Journeyperson dispatched to work will have their name moved back five (5) positions on the out of work list for each day, or partial day worked, when returning to the out of work list. Check stubs or company time records may be required for verification of hours worked.
- 11) Any Apprentice dispatched to work will have their name moved back three (3) positions on the out of work list for each day, or partial day worked, when returning to the out of work list. Check stubs or company time records may be required for verification of hours worked.
- 12) In the interest of preserving the apprenticeship training program and the collective bargaining agreement itself, persons who have been terminated from or are unable or unwilling to complete the apprenticeship program will not be placed on any out of work list.
- 13) Any worker that quits or otherwise voluntarily leaves a job will be placed at the back of the out of work list when they return to the out of work list.
- 14) Any Metro Area Journeyperson who takes a job/call that is in a different contract area and which he or she is not receiving metro commercial wages and fringes may continue to keep their position on the "Metro Area" out of work list. Member shall continue to pay the metro commercial due rate.
- 15) All disputes regarding the interpretation or application of this Dispatch Procedure shall first be brought to the attention of the Business Manager for resolution within 10 days of the occurrence of the dispute. If the dispute is not resolved by the Business Manager to the satisfaction of the aggrieved individual, the matter shall then be brought to the Executive Board for hearing and final resolution.

This procedure will be periodically reviewed by the Executive Board and amended as needed.

All questions regarding application and interpretation of this procedure will be directed to the dispatcher, or if needed, the Business Manager.