

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director - Research Unit
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SHIFT PROVISIONS

FOR

SHEET METAL WORKER

IN

FRESNO, KINGS, AND MADERA COUNTIES

Note: The shift provisions provided in the following pages provide guidance on the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift where shift differential pay is in the determinations. Any shift provision restricting the work hours for a particular shift for a type of work will not be enforced on public works. However, if work is performed during hours typically associated with a 2nd or 3rd shift the appropriate shift rate of pay is required. Shift differential pay shall not apply to work during traditional shift hour (swing or grave) if the determination includes a footnote that indicates that the non-shift rate may be paid for a special single shift. Please note the exemptions in California Code of Regulations Section 16200 (a)(3)(F) do not waive the shift differential pay. These regulatory exemptions only apply to overtime pay. Overtime shall be required in accordance with the determination and Labor Code Section 1810 through 1815.

166-162-2

Labor Agreement

Between

Sheet Metal Workers Local Union No. 104, District 2



And

Sheet Metal and Air Conditioning Contractors
National Association's

Sacramento Valley Chapter
Northern San Joaquin Chapter
Central Valley Chapter



Reprinted October 2015

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166-162-2

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
SMACNA CENTRAL VALLEY CHAPTER (Fresno Sector)

This Memorandum of Understanding amends and extends the current Collective Bargaining Agreement (CBA) between Sheet Metal Workers' Local Union No. 104 and SMACNA Central Valley Chapter (Fresno Sector), as well as any Memorandums of Understanding or amendments in regard to this CBA currently in effect between the parties. 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 of the respective membership:

- 1) The current CBA shall be amended and extended through June 30, 2021, as noted.

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SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION No. 162

2840 EL CENTRO ROAD, SUITE 110
 SACRAMENTO, CA 95833
 PHONE (916) 922-1133 • FAX (916) 922-2969

August 9, 2010

Regarding: Separate Bargaining Sectors and the Counties Covered

To Whom It May Concern:

The recent consolidation of Collective Bargaining Agreements within the Sheet Metal Workers' Local 162 jurisdiction has created some unintended ambiguity when specific bargaining sectors are called out within the contract. For instance in Addendum 1, Item 16 Parking; there is specific reference to Sacramento and Stockton Only. This reference to a particular area of Northern California represents the Bargaining Unit, not just the specific City and will cover more than one County.

The Counties covered by each Bargaining Unit within Sheet Metal Workers' Local 162 as called out in the Collective Bargaining Agreement are listed below;

Redding – Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou and Tehama Counties

Sacramento – Amador, Butte, Colusa, Eldorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yolo and Yuba Counties

Stockton – Alpine, Calaveras and San Joaquin Counties

Modesto – Merced, Stanislaus and Tuolumne Counties

Fresno – Fresno, Madera, and Kings Counties

If you should have any further questions please feel free to contact me.

Sincerely,

Dennis R. Canevari
 Business Manager/President
 DRC/dlr
 Opolu#29 Aff-Clo

162 Wage Rates to Agencies/Separate Bargaining Sectors/Counties info

District Offices

STOCKTON
 2441 Station Drive
 Stockton, CA 95215
 (209) 939-9375

MODESTO
 841 Lone Palm Ave., Suite A
 Modesto, CA 95351-1532
 (209) 523-1323

FRESNO
 4585 E. Floradorn, Suite A
 Fresno, CA 93703
 (559) 255-0454



FRESNO Only:

- A) Employers signatory to SMWIA Local Union 162 Fresno, Madera, Tulare and Kings Counties Agreement may schedule shifts outside the regular working days as defined in Article VI, Section 1, of the Standard Form of Union Agreement, provided that such work shifts must be scheduled for three (3) or more consecutive working days. Pay for such shift work shall be on the basis of straight time pay plus 15% over scale for all hours worked,
- B) All shift work of less than three (3) consecutive work days shall be considered overtime for the entire shift, and compensated for as set forth in Article VI of the Standard Form of Union Agreement. The local Union shall be notified and permission obtained prior to starting work on a shift basis.
- C) In all cases where any employees are required or requested to work under the provisions of paragraphs (A) and (B) above when the employee has worked a regular work day shift prior to such request, there must be at least an eight (8) hours lapse of time between shifts in order for the provisions of the aforementioned clause to apply. Otherwise all such work will be considered overtime and will be paid as set forth in Section 1 and Section 2 of Article V of this Addendum.

Shift work may be instituted upon mutual agreement between the Employer and the Union not less than forty-eight (48) hours prior to starting of shift work. Shift work shall not be permitted on residential work. When a shift is declared on a specific job, it shall pertain to that job only, in and out of the shop. Employees must have a ten (10) hour rest period before starting a shift and no employee shall be allowed to work two shifts in a calendar day. All overtime performed after a regular shift, regardless of the shift, shall be at the prevailing overtime rate.