

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

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San Francisco, CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**SHEET METAL WORKER**

IN

MERCED, STANISLAUS AND TUOLUMNE COUNTIES

RECEIVED  
7/25/19

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 NORTHERN SAN JOAQUIN VALLEY CHAPTER (MODESTO SECTOR)

Pending ratification by both parties, this Memorandum of Understanding amends and extends through July 1, 2025, the current Collective Bargaining Agreement (CBA) between Sheet Metal Workers' Local Union No. 104 and SMACNA Northern San Joaquin Valley Chapter (Modesto 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.

July 1, 2019 through June 30, 2025

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**ITEM 7:** When traveling outside of the free zone, travel pay shall be \$50.00.

RECEIVED  
Department of Industrial Relations

JUL 25 2019

Office of the Director-Research

# 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 2018

## **ARTICLE VII – TRAVEL, MILEAGE AND SUBSISTENCE** **(also see Addendum 1, Item 13)**

**SECTION 1.** When employed in a shop or on a jobsite within the limits of their Local #162 dispatch office, 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 as described in applicable addendums.

**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. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

## **ARTICLE IX – TOOLS AND TRANSPORTATION**

**SECTION 1.** Journeymen, apprentice, pre-apprentice and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer have established a standardized tool list, which shall be set forth as a written addendum attached hereto.

**SECTION 2.** Journeymen, apprentice, pre-apprentice and classified 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

## ITEM 13. REIMBURSED TRAVEL EXPENSE

When an employee is required to travel inside or outside the 50 road mile free zone, as defined by the employer's location selection for permanent shop status, the employer shall be permitted the following options on paying the employee's expenses for reporting to and from work.

1. The employee may be ordered to report directly to one job site or shop daily within a fifty (50) road mile zone from the City Hall in which the permanent shop is located (if the city does not have a City Hall then the nearest Post Office shall be used) without travel expense and work a eight (8) hour day.
2. The employer may furnish transportation and pay travel time at straight time rate of pay from shop to job, job to job, and job to shop within the area covered by this Agreement during the regular working hours.
3. Travel time in a Company vehicle that occurs before and after contracted start and stop times, as defined in Article VI in the SFUA, shall be paid at the one and one/half (1 ½) times the hourly rate of pay. Travel time is considered time worked and all fringe benefits shall be paid on travel time. An employee who regularly drives a employer owned vehicle from their home shall not be compensated for travel time, with the exception of zone pay.
  
4. On jobs located beyond the fifty (50) road miles free zone from the City Hall in which the permanent shop is located (if the City does not have a City Hall the nearest Post Office shall be used) employees may be ordered to report directly to one job site daily in his own transportation and put in eight (8) hours on the job. Employees shall receive in addition to their regular daily work wages compensation for traveling outside the 50 mile free zone. ( Modesto-\$45.00, )
5. On all jobs beyond extended travel limits from the City Hall (sixty (60) road miles or more) in which the permanent shop is located (if the City does not have a City Hall the nearest Post Office shall be used) as specified in Section 2, Article VII of the SFUA, where an employee may or may not be required to stay overnight, the Employer shall pay either;
  - a) Pay the employee the current IRS rate per mile plus travel time at the appropriate wage rate, with one and one/half (1½) times the travel rate applied to and from the job, while assigned to the job and traveling outside the regular working hours, and said employee shall arrive at the job site in his own transportation.
  - b) The Employer shall furnish transportation and pay travel time at one and one/half (1½) times the travel rate applied to and from the job. The 1½ times travel rate applies only when traveling outside the regular working hours in a company vehicle.
  - c) The Employer shall pay a minimum subsistence per day worked or actual reasonably incurred accountable expenses if higher.( \$40.00-Modesto,



- d) An employee, who of necessity, must live more than fifty (50) road miles removed from a subsistence job receive the appropriate travel time and mileage for traveling to and from such job together with all the applicable travel benefits. Travel time is to be computed from the nearest Post Office or City Hall in the community where temporary living quarters are available.
6. Employers who have no permanent shop within the territory covered by this Agreement shall pay Travel Remuneration and Per Diem Remuneration using the City Halls of Redding, Chico, Sacramento, Stockton, Modesto or Fresno for the purposes of computing mileage for any job they may have outside the fifty (50) road mile free zone of those cities. They shall also comply with the other requirements of this Article. No Employer shall be allowed to set up shop within the jurisdiction of the Agreement for the purpose of evading the payment of Travel Remuneration or Per Diem Remuneration.


### **The following rules apply to all subsistence jobs.**

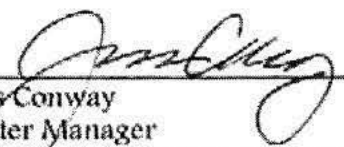
1. One (1) day worked, returned the same day, no subsistence. (Travel time and/or mileage could apply)
2. When a holiday falls in the middle of the week, it shall be considered a day worked for subsistence purposes only.
3. One round trip shall be paid each employee traveling on out of town work. (Mileage and/or travel time)
4. If subsistence is applicable, and employee works less than a ½ day, he shall be paid ½ day subsistence.
5. If an employee works more than one/half (1/2) day he shall be paid one (1) day subsistence.
6. When an employee is unable to work due to job injury, inclement weather or job circumstances beyond his control, he shall be paid subsistence for the days he is unable to work. After two (2) days he shall be paid travel and /or mileage back to the point of origin.
7. When members of Local 162 are required to stay overnight on subsistence jobs, contractor will advance subsistence pay upon request.

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, NORTHERN SAN JOAQUIN VALLEY CHAPTER  
(Pertaining to Merced, Stanislaus and Tuolumne Counties)

This Memorandum of Understanding (MOU) hereby amends and extends the current Standard Form of Union Agreement and Addenda thereto and any MOUs or amendments in effect at the time of the signing of this MOU.

The bargaining parties agree to extend the current CBA through June 30, 2020.

  
Rick Werner  
President/Business Manager  
SMW Local Union No. 104

  
James Conway  
Chapter Manager  
SMACNA Northern San Joaquin Valley  
Chapter

DATED: 4.27.2016


DATED: 4/27/16


166-162-4

**MEMORANDUM OF UNDERSTANDING**  
BY AND BETWEEN  
**SMART LOCAL UNION NO. 104 – DISTRICT 2**  
AND  
**SMACNA – NORTHERN SAN JOAQUIN VALLEY CHAPTER**  
PERTAINING TO , MERCED, STANISLAUS  
AND TUOLUMNE COUNTIES

This Memorandum of Understanding (MOU) amends and extends the current Standard Form of Union Agreement and Addenda thereto and any MOUs or amendments in regard to this contract in effect at the time 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 Agreement.

The bargaining parties also agree to extend the current Collective Bargaining Agreement through June 30, 2017 with the following conditions:

  
\_\_\_\_\_  
Bruce Word  
Business Manager/President  
Sheet Metal Workers' Local 104

  
\_\_\_\_\_  
James Conway  
Chapter Manager  
SMACNA Northern San Joaquin Valley  
Chapter

DATED: June 13, 2013

DATED: June 13, 2013

MOU Modesto 7.1.13

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Department of Industrial Relations  
AUG 07 2013  
Office of the Director-Research



# 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;

**Modesto – Merced, Stanislaus and Tuolumne Counties**

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

Sincerely,

Dennis R. Canevari  
Business Manager/President  
DRC/dir  
Opeluf29 AH-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

