



TRAVEL & SUBSISTENCE PROVISION

FOR

SHEET METAL WORKER

IN

ALPINE, CALAVERAS, SAN JOAQUIN, AND TUOLUMNE
COUNTIES

166-162-3

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS, SMW LOCAL UNION NO. 104
AND
SMACNA NORTHERN SAN JOAQUIN VALLEY CHAPTER
(ALPINE, CALAVERAS, AND SAN JOAQUIN COUNTIES)**

This Memorandum of Understanding (MOU) amends and extends the current Standard Form of Union Agreement (SFUA) and Addenda thereto and any MOUs or amendments in regard to this contract in effect at this time between the parties. Any language specifically not addressed shall remain in effect through the duration of the Agreement.

1. The Collective Bargaining Agreement shall be extended through June 30, 2019.

RECEIVED
Department of Industrial Relations

JUL 12 2016

Office of the Director-Research

6. The following language shall be inserted and made part of Addendum No. 1, Item 13:

ITEM 13. REIMBURSED TRAVEL EXPENSE

SECTION A. Point of dispatch for the purpose of determining travel shall be from City Hall nearest the dispatch office.

SECTION B. Each Employer signatory with the Union to the SFUA and the various Addenda thereto shall have a free zone around the address of said Employer's shop that shall extend into any zone as established in Section "A" above. The zone shall extend in a thirty (30)-air-mile radius from the Employer's shop.

SECTION C. A signatory Employer, when working in a zone as per Section "A" outside the zone in which the Employer's shop is located, may request sheet metal workers from the dispatch point established for that zone; and for sheet metal workers so hired, there shall be a free zone extending in a thirty (30)-air-mile radius from that zone's mileage point.

SECTION D. Employers not signatory to an Agreement with the Union must employ from and utilize the dispatch point of the zone in which the job is located.

CLARIFICATION: Employers not signatory to an Agreement with the Union must employ from and utilize the dispatch point of the zone in which the job is located for employees dispatched by the Union to the Employer.

For the purpose of determining travel pay for employees of Employers who are not signatory to an Agreement with the Union and who do not employ workers from the Union for work to be performed within the jurisdiction of the Union, the point of dispatch for such employees shall be the Employer's principal shop/place of business.

SECTION E. When transportation is furnished by the employee, the following shall apply:

1. Employees not furnished company transportation and traveling before the regular starting time and/or after the regular quitting time, shall be paid fifty-five cents (\$0.55) plus the IRS allowable, for each air-mile traveled beyond the free zone.
2. Employees not furnished company transportation during working hours and required to report from shop to job, job to shop, or job to job, shall be paid the IRS allowable per air-mile traveled and the IRS allowable per mile for each passenger if the driver is requested by Employer to transport said passenger.

SECTION F. When transportation is furnished by the Employer, the following shall apply:

1. An employee provided a company truck on a continuous basis and traveling before the regular starting time and/or after the regular quitting time, shall be paid fifty-five cents (\$0.55) for each air-mile traveled beyond a forty (40)-air-mile free zone for the purpose of computing travel time.
2. The Employer will furnish, when possible, all transportation; but in no instance will an

employee covered by this Agreement be required to travel in any space other than the factory-built passenger section of any vehicle. Exception to this requirement must be approved by the Union.

SECTION G. If an employee is required to report to the shop before starting for the jobsite and this is before the regular starting time, the thirty (30)-air-mile free zone shall not apply and the employee shall be compensated for all air-miles traveled, as stated in Sections E-1 and F-1.

SECTION H. If an employee is required to report back to the shop after the regular quitting time, the thirty (30)-air-mile free zone shall not apply and the employee shall be compensated for all air-miles traveled, as stated in Sections E-1 and F-1.

SECTION I. There will be a five (5)-air-mile free zone from the employee's home, as recorded on their state identification, if the employee reports directly to the jobsite. Beyond five (5) miles, revert to Sections E and F.

SECTION J. Bridge Tolls: The Employer agrees to reimburse the employee for bridge tolls incurred upon presentation of receipt for such tolls.

SECTION K. When driving a loaded company truck before starting time and after regular quitting time, it shall be considered work and will be paid for at one and one half (1 ½) times the regular wage rate. Service trucks carrying service material shall be considered as not loaded. In all other instances only saleable equipment and materials shall constitute a load. In those instances where it is a convenience for a member of the Union driving a company pick-up truck from home to job or from job to home, the Business Representative of said Union will use discretion in enforcement.

INTERNATIONAL ASSOCIATION
OF SHEET METAL,
AIR, RAIL AND
TRANSPORTATION
WORKERS



166-167-3

SHEET METAL WORKERS'
LOCAL UNION No. 104

2610 CROW CANYON, STE. 300
SAN RAMON, CALIFORNIA 94583-1547
TEL: (925) 314-8600 • FAX: (925) 314-8620

Bruce Word
PRESIDENT/BUSINESS MANAGER

December 5, 2014

To Whom It May Concern:

It has come to our attention that some contractors and labor compliance programs may be misinterpreting the Travel & Subsistence provisions in the prevailing wage determination for Sheet Metal Workers in the following counties: Alpine, Calaveras and San Joaquin Counties. These provisions are drawn from the Sheet Metal Workers' Local 162 Blended Master Labor Agreement effective 2007/2008 through 2011/2013, and since extended through June 30, 2015.

In 2012, Sheet Metal Workers' Local 162 merged into Sheet Metal Workers' Local 104. Therefore, Sheet Metal Workers' Local 104 provides this clarification jointly with SMACNA Northern San Joaquin Valley Chapter.

1. Item 13 provides for travel pay for employees, depending on the location of the employer's permanent shop, the jobsite, and whether the employer is required to obtain labor from a local hiring hall pursuant to a collective bargaining agreement.
2. The travel and subsistence provisions are "intend[ed] travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage or to create artificial barriers against our of area contractors." Travel & Subsistence Provisions, Article VII, Section 2.
3. Item 13, Section 1 provides that an employer whose permanent shop is located in the city that is within 50 miles from the jobsite is not required to pay travel pay.
4. Item 13, Sections 4 and 5 provide that an employer whose permanent shop is located in a city more than 50 miles from the jobsite must pay travel pay as defined in those sections.
5. Item 13, Section 6, provides that an employer who is signatory with other local unions of the Sheet Metal Workers *and who obtains labor through the local hiring hall nearest to the jobsite* is not required to pay travel pay, provided that the jobsite is within 50 miles from the city hall in the city where the local hiring hall is located. Item 13, Section 6 applies only to those out-of-area employers who, regardless of the location of their permanent shop, obtain labor from the local hiring hall. *See Local 162 Blended Master Labor Agreement, Article VIII, Section 6 (requiring employers who are signatory to collective bargaining agreements with other local*

Travel Pay Clarification

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December 4, 2014

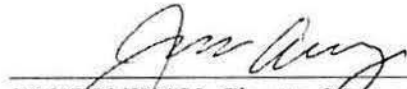
unions of the Sheet Metal Workers to obtain labor from the local hiring hall "in the area where the work is to be performed").

6. A nonsignatory employer whose permanent shop is located more than 50 miles from the jobsite, but who obtains labor from a union hiring hall in a city within 50 miles from the jobsite (for example, apprentices on public work, or workers dispatched pursuant to a project labor agreement), would be covered by Item 13, Section 6 with respect to those employees so obtained. A nonsignatory employer who does not obtain labor from a local hiring hall would have to comply with Item 13, Sections 1, 4, or 5, depending on the location of the employer's permanent shop.

Sincerely,



BRUCE WORD, President/Business Manager
International Association of SMART
SMW Local Union No. 104



JIM CONWAY, Chapter Manager
SMACNA Northern San Joaquin Valley Chapter

bww/jc: sb opciu: 29/afl-cio

Kim, Michelle@DIR

From: Dominic
Sent: Friday, January 23, 2015 2:56 PM
To: Kim, Michelle@DIR
Cc: Glenn Snyder; Richard Werner
Subject: Re: Travel Pay Clarification

Michelle, let me rephrase that in context of this language instead of the broad interpretation I gave you.

The definition of a "non signatory" (A non signatory contractor who is not signatory to Local 104, that contractor may or may not be signatory to another SMART/SMWIA union.)

Thank You and let me know if you have any other questions

On Fri, Jan 23, 2015 at 10:37 AM, Kim, Michelle@DIR wrote:

This seems to contradict information that we have received in the past regarding 'nonsignatory employers' – would you kindly rectify the discrepancy and clarify which definition prevails? I have attached the document that addresses the same issue – thank you again!

From: Dominic
Sent: Thursday, January 22, 2015 11:03 AM
To: Kim, Michelle@DIR
Cc: Glenn Snyder
Subject: Re: Travel Pay Clarification

It is a shop not signed to a union agreement with any Local Union that makes up the Sheet Metal Workers International.

On Thu, Jan 22, 2015 at 10:41 AM, Kim, Michelle@DIR wrote:

Hi Dominic,

I just wanted to let you know that everything is approved for publication, but we do have one small clarification that we would like to inquire about. On #6 of the MOU, it states that "A nonsignatory employer whose permanent shop..." – what is your definition of a "nonsignatory employer"?



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

Opel#29 Alt-Cio

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. Floradora, Suite A
Fresno, CA 93703
(559) 255-0454



Labor Agreement

Between

Sheet Metal Workers International Association Local 162



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Department of Industrial Relations

JUL 23 2010

Div. of Industrial Relations & Research
Chief's Office

And

Sheet Metal and Air Conditioning Contractors
National Association's

Sacramento Valley Chapter
Northern San Joaquin Chapter
Central Valley Chapter



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 1/2) 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.

Stockton Only:

All travel time while driving or riding as a passenger in a company truck before starting time and after quitting time from shop to job, or job to shop, the hourly rate shall be paid for at two-thirds (2/3) the regular straight time rate with the one and one-half (1 1/2) premium applicable thereto when transportation to and from the jobsite is furnished by the Employer. All fringe benefits shall be paid on total travel time hours.

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. (Sacramento-\$15.00 up to 60 miles, Stockton-\$50.00 maximum (\$25.00 each way), Modesto-\$45.00, Fresno-\$55.00)

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 (1 1/2) 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 (1 1/2) times the travel rate applied to and from the job. The 1 1/2 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. (\$50.00-Sacramento, \$35.00-Stockton, \$40.00-Modesto, \$50.00-Fresno)

d. An employee, who of necessity, must live more then 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 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.

ITEM 16. PARKING (Sacramento, Stockton Only)

The Employer shall reimburse the employee for actual parking expenses incurred by the employee. No employee shall be required to park any further away than 3 blocks from where the project or job site is located if available. 660 feet shall constitute one block.