DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



SCOPE OF WORK PROVISIONS

FOR

PLUMBER:

SERVICE AND REPAIR (PLUMBER/HVAC FITTER) SERVICE AND REPAIR (PLUMBER/HVAC FITTER) (2ND SHIFT)

IN

IMPERIAL, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

AND

REFRIGERATION FITTER SERVICE/REPAIR REFRIGERATION FITTER SERVICE/REPAIR (2^{ND} SHIFT)

IN

INYO, KERN AND MONO COUNTIES

204-X-6 (Service & Repair)

RECEIVED

Department of Industrial Relations

JUL 3 1 2014

2014-2018

Office of the Director-Research

MASTER AGREEMENT

FOR THE

PLUMBING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA

BETWEEN

CALIFORNIA PLUMBING AND

MECHANICAL CONTRACTORS ASSOCIATION

AND

SOUTHERN CALIFORNIA PIPE TRADES

DISTRICT COUNCIL NO. 16

OF THE UNITED ASSOCIATION



EFFECTIVE JULY 1, 2014



SERVICE AND REPAIR SCOPE OF WORK

D.2	SERVICE AND REPAIR WORK
D.2.1	The following special working rules and conditions shall be applicable to Service and Repair work.
D.2.2	The Specialty of Service and Repair work is defined as follows:
D.2.2.1	All maintenance, repair and replacement of work stated in Section 3 (Work covered) and installation of appliances.
D.2.2.2	Emergency work may be performed at any time or place under this Section of the Agreement.
D.2.2.3	New additions and remodeling of single family homes, bars, restaurants, stores and commercial buildings, not to exceed five thousand (5,000) sq. ft. of floor space, is permitted under this Section of the Agreement.
D.2.2.4	New construction work cannot be performed under this Section of the Agreement, however, Service and Repair Journeymen may be used to minimal new construction projects as long as the additional fringe contributions, overtime requirements and work hours are based on the new construction contract.

SEWER & STORM DRAIN SCOPE OF WORK

A.1.47	The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.
A.1.48	The operating, start up, maintenance, repairing, servicing and dismantling of all work installed by Journeymen.
A.1.49	All piping for cataracts, cascades, i.e., artificial waterfalls, makeup water fountains, captured waters used for industrial, manufacturing, commercial or for any other purpose. Excluding custom made circular piping formations for decorative fountains.
A.1.50	Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shapes.
A.1.51	All layout and takeoff work, if performed by other than the owner, on the job site.
D.5	SEWER & STORM DRAIN
D.5.1	This Section of the Agreement shall supersede any other provision to the contrary for the work listed. All other provisions of the Agreement shall apply when not in conflict.
D.5.2	Employers using this section are restricted to applying this section to sewer, storm drain, and underground piping, as described in section D.5.10 hereto, and all preparation on the job site allied directly thereto including fabrication, replacement, maintenance, repair and service of such installations.
D.5.3	Contractors performing sewer, storm drain, and underground piping shall hire qualified Journeymen, Apprentices, and Pipe Tradesmen by notifying Local Union #345, and the Local Union where work is being performed, either in writing or by telephone, whenever the Employer requires employees on any job, stating the location, starting time, approximate direction of the job, the type of work to be performed, and the number of workmen required, prior to starting the job.

D.5.4	The Employer shall have the freedom of movement of all employees, materials and/or equipment on the above work throughout the area covered by this Agreement.
D.5.5	Wage rates and fringe benefits for Sewer, Storm Drain and Underground Piping Journeymen, Apprentices, and Pipe Tradesmen will be as listed in Appendix E.
D.5.6	In addition to the provisions of Section 5.5, any Employer covered by the provisions of this Section, hereby agrees to deduct from the wages of any employee dispatched from Local 345 doing work covered by this Section, working dues in the sum of 4% of the negotiated hourly wage rate multiplied by the number of hours worked in any given payroll period and will remit such sums to the Southern California Pipe Trades Trust Fund with Southern California Pipe Trades Trust Fund monthly contribution reporting forms, provided the employees in question have signed a valid authorization card, authorizing such deduction. Employees dispatched from local unions other than Local 345 shall have District Council 16 Administrative Dues deducted from their wages as provided in Sections 5.5.2.1 and 5.5.2.2 of this agreement.
D.5.6.1	The working dues deduction shall be made each month by the remittance of said dues to the Southern California Pipe Trades Trust Fund, as Local Union No. 345's collection agent, not later than the 15th day of the succeeding month.
D.5.7	The work day shall be eight (8) hours, which shall be paid at straight time wage rates. Excluding hours specified in Paragraphs 4.1.1, 4.1.2, and 4.1.4, all other time worked, except Sundays and Holidays, shall be paid at one and one-half (11/2) times the hourly wage; Sundays and Holidays shall be paid at double time the hourly rate.

D.5.9	On Sewer and Storm Drain, and Underground Piping work, the Employer shall be permitted to use employees based on the following conditions:
D.5.9.1	The workman in charge of laying the pipe shall be a Journeyman.
D.5.9.2	All other employees may be a Journeymen, Apprentice or Pipe Tradesmen at the option of the Employer. Apprentice hiring shall be covered by the ratios established in 4.10.2 of this agreement.
D.5.9.3	Apprentices and Pipe Tradesmen shall not be permitted on any job that does not have a Journeyman assigned thereto by the Employer.
D.5.9.4	All work incidental to the laying of the pipe, except work requiring operators for motorized equipment shall be done by employees under the terms of this Agreement.
D.5.10	Sewer, Storm Drain and Underground Piping work shall include all Sewer, Storm Drain and all sewer, storm drain, and underground piping inside property lines, but which is outside of the building. No other type of piping installation (i.e water, gas, sanitary plumbing, etc.) shall be performed under this section which is inside or under any buildings.
D.5.11	Any Employer assigning men covered by this Section to work not covered by this Section and/or any employees covered by this Section found to be performing work not covered by this Section shall be subject to such penalties and/or damages as the Joint Arbitration Board may assess.