

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

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

PLUMBER:

PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2ND SHIFT)
LANDSCAPE/IRRIGATION FITTER AND TRADESMAN
LANDSCAPE/IRRIGATION FITTER AND TRADESMAN (2ND SHIFT)
SEWER AND STORM DRAIN PIPELAYER
SEWER AND STORM DRAIN PIPELAYER (2ND SHIFT)
SEWER AND STORM DRAIN PIPE TRADESMAN
SEWER AND STORM DRAIN PIPE TRADESMAN (2ND SHIFT)

IN

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

AND

PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2ND SHIFT)
LANDSCAPE/IRRIGATION FITTER AND TRADESMAN
LANDSCAPE/IRRIGATION FITTER AND TRADESMAN (2ND SHIFT)
REFRIGERATION FITTER SERVICE/REPAIR
REFRIGERATION FITTER SERVICE/REPAIR (2ND SHIFT)

IN

INYO, KERN AND MONO COUNTIES

2018 – 2026

MASTER AGREEMENT

FOR THE

PLUMBING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA

BETWEEN

CALIFORNIA PLUMBING AND

MECHANICAL CONTRACTORS ASSOCIATION

AND

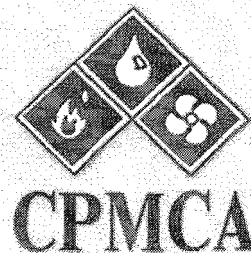
SOUTHERN CALIFORNIA PIPE TRADES

DISTRICT COUCIL NO. 16

OF THE UNITED ASSOCIATION



EFFECTIVE JULY 1, 2018





Southern California Pipe Trades District Council 16

MIKE LAYTON
Business Manager
Financial Secretary/Treasurer

RECEIVED

By Office of the Director - Research Unit at 11:18 am, Aug 08, 2017

MEMORANDUM OF AGREEMENT

This Memorandum of Understanding is entered into by and between the Southern California Pipe Trades District Council No. 16, ("DC16") and the California Plumbing and Mechanical Contractors Association ("CPMCA") in connection with the extension of the 2014-2018 Master Agreement for Plumbing and Piping Industry of Southern California through 2026.

In 2016, the parties negotiated an extension of the 2014 -2018 Master Agreement for the Plumbing and Piping Industry of Southern California through 2026. As first printed, the new and modified terms and conditions in the Master Agreement for the Plumbing and Piping Industry of Southern California were scheduled to commence on July 1, 2018. After giving due consideration to industry advancement through implementing the new and modified terms effective July 1, 2017, the parties have agreed to the following revisions to the printed 2018 - 2026 Master Agreement for the Plumbing and Piping Industry of Southern California which will now be termed the 2017 - 2026 Master Agreement for the Plumbing and Piping Industry of Southern California incorporating all terms and conditions which were previously set to commence on July 1, 2018. The following contract language is changed to effectuate the July 1, 2017 effective date:

THIS AGREEMENT is entered into the 1st day of July, 2017 by and between the Southern California Contractors doing work in the plumbing and piping industry of every description hereinafter referred to as the "Contractor," and SOUTHERN CALIFORNIA PIPE TRADES DISTRICT COUNCIL NO. 16 OF THE UNITED ASSOCIATION, for and on behalf of all employees represented by it and its following affiliated Local Unions: Numbers 78, 114, 230, 250, 345, 364, 398, 403, 460, 484, 582, and 761 hereinafter referred to as the "Union."

9.1.1 This Agreement shall commence on the first day of July 2017, and shall continue until midnight on the 31st of August, 2026. It is agreed that negotiations on the terms and conditions of a new contract shall begin not later than April 1, 2026, and continue until agreement is reached or the contract expires at midnight August 31, 2026, whichever occurs earlier, unless an extension of time is mutually agreed upon by the parties hereto.

Attached hereto as Exhibit "A" are the Wage and Benefit Schedule for the contract year July 1, 2017 through August 31, 2018 together with the pre-determined increases for contract years September 1, 2018 through August 31, 2026.

All future printings of the Master Agreement will show the dates 2017 -2026.

Michael Layton, Business Manager
SCPT District Council No. 16

July 31, 2017
Date

Chip Martin, Executive Director
CPMCA

July 31, 2017
Date

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA PLUMBERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the LOS-2009-2, SDI-2009-2, and IMP-2009-2 General Prevailing Wage Determinations.

The type of work listed below, as identified in the Plumbers 2006-2011 Master Labor Agreement for the Plumbing and Piping Industry of Southern California, between Southern California Pipe Trades District Council No.16 of the United Association and California Plumbing and Mechanical Contractors Association, were not published or recognized for the **Los Angeles, San Diego, and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Southern California Plumbers' general determination, **LOS-2009-2, SDI-2009-2 and IMP-2009-2** and continuing with any subsequent Southern California Plumbers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar systems; all solar systems and components thereof) **SHALL NOT** be applied or used on public works projects for the associated type of work.

7.1.3 All pipe and nonstructural pipe and equipment supports fabricated for specialty units, service facilities, heating, refrigeration and air-conditioning equipment used in buildings, facilities or manufacturing establishments, shall be fabricated under the terms of this Agreement and may be installed throughout District Council No. 16.

7.1.4 All pipe and nonstructural pipe and equipment supports may be fabricated in the Contractor's shop or yard, if located in the area covered by this Agreement, and transported for installation on any job in the geographical area covered by this Agreement including all work covered under this Agreement performed by employees covered under this Agreement on residential prefabricated modular component construction, plumbing, heating, commercial and industrial piping.

7.1.5 Manufactured components which are not purchased by the Employer, shall be excluded from this Fabrication Section. However, such components shall be handled and installed under the terms of this Agreement. As used in this Paragraph the term "Manufactured Components" which are to become part of a piping system means either singular or in combination and all the piping included thereon, but not the pipe and pipe formations between manufactured components which is customarily the work of employees under this Agreement.

SECTION 7 FABRICATION & INSTALLATION

7.1.1 "Fabrication" is defined to mean cutting, threading and/or joining together by any means or method of all pipe, nonstructural pipe, equipment and pipe supports regardless of its composition or structure.

7.1.2 Standard millrun lengths of pipe sixteen feet (16') or over are not fabricated material for the purpose of this Agreement. Custom lengths are fabricated material with the exception of nipples up to twelve inches (12") in length. Unistrut or similar material less than ten feet (10') in length shall be considered fabricated material for the purpose of this Section. Victaulic grooving or cutting to length of such pipe is fabricated material excluding standard millrun lengths sixteen feet (16') or over and nipples up to twelve inches (12").

7.1.6 All catalog items, such as clamps, U-bolts, all thread rod, etc. may be purchased from any source at the option of the Employer. Erection of such items shall be covered by the terms of this Agreement.

7.1.7 Whenever a Contractor desires to fabricate pipe and related material in his shop or yard and transport it to be installed on a job site, all such fabricated pipe must have a District Council No. 16 label affixed thereto and be signed by the shop Steward, verifying the fact that the fabrication was done in accordance with the terms and conditions of this Agreement. Any employee signing a false statement for such fabrication shall be immediately discharged if found guilty by the Joint Arbitration Board.

APPENDIX A SCOPE OF WORK

A.1 This Agreement shall apply to and cover the following jurisdictional work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry employed by the Contractors to perform or performing all plumbing and piping work of every description as listed hereinafter in the area known as Southern California, more particularly described as the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, Inyo, Kern, Mono and San Luis Obispo, and all off-shore Islands and Platforms.

A.2 All piping for plumbing, water, waste drains, floor drains, drain grates, supply downspout piping, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or nonmetallic pipe used inside property lines.

A.3 All on-site computer aided drafting "CAD",

and/or hand detailing

A.4 All piping for water filters, water softeners, sub water meters and setting of same.

A.5 All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances and the handling and setting of the above mentioned equipment.

A.6 All water services from mains to buildings, including sub water meters.

A.7 All water mains from whatever source, including branches and fire hydrants, etc.

A.8 All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks to include, but not limited to the emerging technology pertaining to water reclamation, recapture systems and methods.

A.9 The sealing of sleeves, penetrations, holes, chases, passages, or openings of any kind in concrete, metal or any other material by means of machinery, tools and equipment powered by any other method, the purpose of which is to seal after the passage, placing or installation of pipe conduit, tubing or any other material installed by employees of Contractors in the plumbing, heating and piping industries, for work covered under this agreement.

A.10 All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washroom, shower stalls, etc.

A.11 All bathroom, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, backing and necessary supports.

A.12 All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.

A.13 All sheet lead and copper lining for fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.

A.14 All fire standpipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

A.15 All block tin coils, carbonic gas piping, for soda fountains, bars, etc.

A.16 All piping for racks of every description, whether screwed or welded.

A.17 All piping for pneumatic vacuum cleaning systems of every description.

A.18 All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motorcars, and railway locomotives.

A.19 All marine piping and all piping used in connection with ship building and ship yards.

A.20 All power plant piping of every description.

A.21 All handling, assembling and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers and erection of same.

A.23 All internal and external piping on boilers, heaters, tanks and evaporators, water legs; water backs and water grates, boilers compound equipment, etc. excluding package boilers that are shipped preassembled. Separate packages of prefabrication will not be considered preassembled.

A.24 All soot blowers and soot collecting piping systems.

A.25 The setting, erecting and piping for all smoke washing and regulating devices.

A.26 The setting, calibrating, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air-conditioning, manufacturing, mining and industrial work.

A.27 The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in powerhouses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.

A.28 All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and byproducts and refining of same, for any and all purposes.

A.29 The setting and erecting of all underfed stokers, fuel burners and piping, including gas, oil power fuel, hot and cool air piping and all accessories and parts of burners and stokers, etc.

A.30 All ash collecting and conveyor piping systems, including all air washing

and dust collecting piping equipment, accessories and appurtenances and regulating devices, etc.

A.31 The setting and erecting of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, mixing devices and piping thereto of every description.

A.32 The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers and piping to switches of every description.

A.33 All fire extinguishing systems and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.

A.34 All piping for sterilizing, chemical treatment, deodorizers and all cleaning systems of every description and laundries for all purposes.

A.35 All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

A.36 All piping for power or heating purposes, either by water, air, steam, gas, oil chemicals or any other method.

A.37 All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, solar systems, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, or by any method, and the charging, testing and servicing of all work after completion.

A.38 All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.

A.39 All piping to stoves, fire grates, blasts and heating furnaces, ovens, driers, heaters, oil burners, stokes and boilers and cooling utensils, etc. of every description.

A.40 All piping in connection with central distributing filtration treatment stations, boosting stations, waste sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling basins and aeration basins.

A.41 All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.

A.42 All air piping of every description.

A.43 All temporary piping of every description in connection with building and construction work, excavating and underground construction.

A.44 The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, backing supports, sleeves, thimbles, hangers, conduits and boxes used in connection with pipefitting industry.

A.45 The handling and setting of boilers, setting of soot blowers and attaching of all boilers trimmings.

A.46 All pipe transportation lines for gas, oil, gasoline fluids, and liquids, water aqueducts, water lines and booster stations of every description.

A.47

acetylene, micro wire and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipe fitting industry.

A.48 Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

A.49 All methods of stress relieving of all pipe joints made by every mode or method.

A.50 The assembling and erecting of tanks, used for mechanical manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.

A.51 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.52
operating, start up,
repairing, servicing and
dismantling of all work within the
plumbing and pipefitting industry.

A.53 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.54 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.55 All layout and takeoff work, if performed by other than the owner, on the job site.

A.56 Chlorination piping work including hooking up of pumps, and the installation and operation of chlorination equipment is covered under this Agreement. Sterilization and chemical analysis are not covered by the Agreement.

A.57 Startup, testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under the Agreement.

A.58 Operation and servicing of welding machines used by U.A. members.

A.59 Charging water softeners.

A.60 The installation of reheat coils and controls when attached. Excluding coils that are totally supported by duct work.

A.61 Wrapping of field joints on all prewrapped pipe and pipe formations.

A.62 All water heaters, floor furnaces, suspended gas and oil fired heaters, including vents for same and excluding duct work.

A.63 Handling, including delivery or pick up at job site to or from delivery vehicles, setting, rigging, erecting and fabricating by any mode or method of all U.A. jurisdiction covered under this Paragraph.

A.64 All solar systems and components thereof (excluding catalog panel supports).

A.65 All cleanup and craft support of the Contractors shop, yard, and/or jobsite

associated with the work of the United Association.

D.3.4 FABRICATION. The Fabrication Section 7 of this Agreement shall be amended for purpose of this Section to reflect that two 2 inch (2") and under piping and piping formation shall be fabricated on the job site, shop, or fabrication yard, within the Local Union's jurisdiction of the job site. Fabrication yard or shop shall be considered an extension of the job site for purpose of dispatch and monetary benefits. The butt welding of all millrun lengths, regardless of size shall be fabricated and assembled on the job site unless it becomes a part of a dimensional welding pipe formation.

piping equipment, fixtures and appurtenances installed under this Section.

D.4.7.5 Said work shall include any lines inside a structure which provide water to work covered by this Section of this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.

D.4.7.6 All piping, liners, grouting and coating for ornamental streambeds, waterways and swimming pools.

D.4.7.7 All temporary irrigation and lawn sprinkler systems shall be performed under the terms of this Agreement.

D.4.7.8 All erosion control and decorative landscaping, such as decorative pools, ponds, reflecting units. Hand grade of landscape areas, finish grade, spreading of topsoil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod. Installation of ground covers such as flatted plant material, rock, riprap, gravel and crushed rock, pea gravel, hydro seeding/mulching, mitigation native habitat regeneration and or restoration of all native plants and all other landscapable ground covers. Installation of header boards and mowing edges. Soil preparation such as wood shavings, fertilizers, organic, chemical, or synthetic. Top dress ground areas with bark, wood residual or other specified materials. Grub and clear tree trimmings and ground maintenance.

D.4.7.9 Plant establishment shall be work covered by this Agreement. This work may be performed exclusively by Landscape/Irrigation Tradesmen without the supervision of a Journeyman.

D.4 LANDSCAPE / IRRIGATION & LAWN SPRINKLER CONTRACTORS

D.4.1 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.4.2 Employers signatory to this Agreement as Landscape, Irrigation and Lawn sprinkler Contractors are therefore bound as such and shall be limited to work covered by this Section of the Agreement including all preparation allied directly thereto, fabrication, replacement, repair and service of such installations.

D.4.3 Contractors performing sewer, storm drain, landscape/irrigation, 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 Contractor requires employees on any job, stating the location, starting time, approximate duration of the job, the type of work to be performed and number of workmen required prior to starting the job.

D.4.4 Employers shall have freedom of movement of all employees, materials and/or equipment on above work throughout the area covered by this Section.

D.4.5 Wage rates and fringe benefits for Landscape / Irrigation Journeyman, Apprentices and Pipe Tradesmen shall be listed in Appendix E.

WORK COVERED

D.4.7 Employers signing this Agreement as Landscape/Irrigation and Lawn Sprinkler Contractors recognize Appendix A, Paragraphs A.1.12, A.1.13, A.1.14, A.1.15, A.1.16, and A.1.17 as applying to this Section of the Agreement.

D.4.7.1 Lawn sprinkler and irrigation work shall include all work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials and equipment and shall be done by the employees under the terms of this Section. Said incidental work shall include the use and operation of all necessary motorized equipment, excluding trenching equipment in excess of thirty (30) horsepower.

D.4.7.2 Work covered hereby shall include the installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to, the installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.

D.4.7.3 Work covered hereby shall include the installation of valve boxes, thrust blocks, both precast and poured in place, pipe hangers and supports incidental to the installation of the entire piping system.

D.4.7.4 Startup, testing, flushing, purging, water balancing, placing into operation all

D.4.18.5 Coating and grouting of all pipe joints, holes or chases allied to the piping.

D.4.18.6 Watchman or Flagman.

D.4.18.7 All other unskilled work.

D.4.18.8 Assisting the Journeymen and Apprentices with the wire installation, unloading of materials, distribution of pipe, staking of sprinkler heads, and risers, the setting of valve boxes and the thrust blocks both precast and poured in place.

D.4.19 If any Tradesman employed under this Section is found to be doing work of other classifications of employees of this Section and charges are preferred against the Employer and he is found guilty by the Joint Arbitration Board, damages may be assessed against the Employer for all work lost by such other classifications of Employees and the Employer may be denied the privilege of employing Pipe Tradesman for the life of this Agreement.

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.

RESTRICTIONS OF TRADESMEN

D.4.18 The following work restrictions will apply to all Pipe Tradesmen working under this section of this Agreement, and Tradesmen will be limited to the following work processes:

D.4.18.1 All digging and/or backfilling required by the Contractor with the exception of motorized equipment.

D.4.18.2 All cleanup and sweeping of Contractor's shop, yard or job site.

D.4.18.3 All pipe wrapping and water proofing where tar or similar material is applied for protection.

D.4.18.4 Operation of vibrating machines.

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 applicable Benefit Trust Fund administrative office with Benefit 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 applicable Benefit Trust Fund administrative office, 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 (1 ½) times the hourly wage; Sundays and Holidays shall be paid at double time the hourly rate.

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.

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 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.