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



#### TRAVEL AND SUBSISTENCE PROVISIONS

#### FOR

### **PLUMBER:**

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

IN

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

&

SERVICE AND REPAIR (PLUMBER/HVAC-FITTER)
SERVICE AND REPAIR (PLUMBER/HVAC-FITTER) (2<sup>ND</sup> SHIFT)

IN

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

&

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

4.2.1 Where free parking is not available within four (4) tenths of a mile of the job or project, the Contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. If employees are required to park in a designated area and transportation to the jobsite is mandated, travel time will be paid to the employees.

#### 4.3 ACCESS

4.3.1 INACCESSIBLE AREAS. Where a job is in an area accessible only by roads in such condition that grave damage to employee's cars might result, the Contractor shall furnish transportation over such roads for all employees both coming to work and returning from work.

MASTER AGREEMENT UA District Council 16 / CPMCA Rev. July 1, 2018

E.5.2 The Employer shall pay subsistence at the minimum rate of fifty-six dollars (\$56.00) a day on all job sites fifty (50) miles and eighty-four dollars (\$84.00) a day on all jobs 100 or more air miles as listed in Appendix E, Paragraph E.5.4, from the Contractor's zone center, as specified in Appendix E, Paragraph E.5.1, £.5.1.1 and E.5.2 except for all military reservations covered by this Agreement, (see Appendix E, Paragraphs E.5.1 for zone pay). The Contractor and Local Business Manager may, prior to the start of any project, mutually agree upon a different daily subsistence rate based upon actual reasonable costs supported by original receipts.

E.5.3 On jobs located on Offshore Islands or Platforms, the employees shall travel from the reporting point to the job site on Contractor's time. At the conclusion of the day, the return travel time shall likewise be paid by the Contractor at the applicable straight time rate. Travel time shall not be considered hours worked in computing overtime. If an overnight stay is required, lodging and meals shall be provided by the Employer.

E.5.4 Within the fifty (50) miles zone mentioned in Appendix E, Paragraph E.6.1, E.6.1.1 and E.6.1.2, the Contractor shall reimburse employees for ferry charge or bridge toll incurred daily going to and from the job.

E.5.5 Employees reporting for work for which subsistence is required, shall receive a full day's subsistence allowance at the specified rate for such job, unless they have been notified by the Contractor before the end of the last preceding shift, or the Employer has notified the employee prior to leaving home, not to report for work. Any employee leaving the job or project of his own volition shall have his subsistence prorated on the basis of actual hours worked.

E.5.6 All offshore installation of any kind off the coast of the area covered by this Agreement and outside the limits of the State of California shall be presumed to have been performed in the State of California, and Employer shall be required to make all withholding and wage deductions in accordance with the laws of the State of California.

#### E.5 SUBSISTENCE REIMBURSEMENT

E.5.1 ZONES. The Employer shall select as a Local Zone Center, one of the following Zone Centers:

E.5.1.1 Local Union Hall, having jurisdiction over shop location, except the Zone Center for Local No. 78 & 250 shall be in the Los Angeles City Hall.

E.5.1.2 Contractor's shop or permanent place of business.

E.5.1.3 Between July 1 and July 15 of any year in which this Agreement is in effect, each Employer shall notify the Local Union in writing of the Zone Center he desires, with a copy to District Council No. 16; if he fails to so notify the Local Union and the District Council, he shall be deemed to have selected the Union Office. A Zone chosen under these provisions shall not be changed for the remainder of that year.

E.5.1.4 Where an Employer has at least one (1) man operating out of a valid branch operation, with permanent establishment and offices and active listed phone over twenty (20) hours per week for at least six (6) months, the Employer may select a Zone Center for such establishment. Job Site offices will not be considered as Zone Centers.

E.5.1.5 On jobs located in areas outside the Contractor's home area, the Zone Centers shall be the Local Union Hiring Hall having jurisdiction over the job.

E.6 SERVICE & REPAIR

E.6.1 If the Employer furnishes a truck, \$2.00 per hour to be deducted from the base rate for each hour work.