

**NATIONAL SERVICE AND MAINTENANCE AGREEMENT  
SCHEDULE "A"**

**National Service and Maintenance Agreement**

**Effective August 1, 2010—Expiration July 31, 2015**

**Jurisdiction: State of Utah**

**Schedule "A"—Utah Addendum Effective September 12, 2011—Expiration July 31, 2014**

In accordance with Article XXI Paragraphs 72 and 73 of the National Service and Maintenance Agreement this Schedule A is entered into on behalf of the UMSCA and UA Local 140. Please note that any section of the NSMA that refers to the Local Agreement shall be contained in this Schedule "A". It is further agreed that all wage increases and expiration dates will be per the UMCA—UPT "Mechanical Construction" Agreement effective September 12, 2011 through July 31, 2014. Future wage increases will be in accordance and in unity with said Local Construction Agreement. During the life of the present Agreement, the UMCA and Local 140 HVAC Joint Oversight Committee will make every effort to meet bi-monthly, but not less than quarterly, beginning in January 2012 to discuss the desirability and feasibility of decoupling future Schedule "A"s from the "Mechanical Construction" Agreement. Should dispute arise over the interpretation of this Schedule "A" it shall be resolved by the Joint Oversight committee.

**Article XII: Wage, Benefits, and Hours of Work.**

Wages and benefits as of September 12, 2011 for Service Journeymen. Wage increases will be allocated by Utah Pipe Trades.

	<b>Journeyman Base Wage</b>	<b>Health &amp; Welfare</b>	<b>Local Pension</b>	<b>National Pension</b>	<b>Education</b>	<b>I.T.F.</b>	<b>Industry Fund</b>	<b>Vacation Fund</b>	<b>Market Recovery</b>	<b>Drug Policy</b>
Sept 12, 2011	\$31.15	\$4.36	\$3.33	\$2.33	\$0.72	\$0.10	\$0.32	\$1.00	\$0.25 wth	\$.03
August 1, 2012	\$31.15	\$4.61	\$3.33	\$2.33	\$0.79	\$0.10	\$0.32	\$1.00	\$0.25 wth	\$.03
Aug 1, 2013	\$31.15 + CPI on Total Package	\$4.61	\$3.33	\$2.33	\$0.79	\$0.10	\$0.32	\$1.00	\$0.25 wth	\$.03

Education: Matching \$0.10 cents from the member and \$0.10 from the contractor per hour to pay off the new school. When paid off all future dimes will revert back to the member and the contractor.

**Paragraph 39: Service Journeymen**

The wage for the Service Journeyman shall be as specified herein the Schedule A. Upon expiration of the contract all future wage increases shall be per the "Local Construction Agreement" the said expiration shall be July 31, 2014. During the life of the present Agreement, the UMCA and Local 140 HVAC Joint Oversight Committee will make every effort to meet bi-monthly, but not less than quarterly, beginning in January 2012 to research, study, and discuss the desirability and feasibility of implementing a tiered wage scale for Journeymen.

**Paragraph 40: Servicemen**

The wage and benefit for the Servicemen shall not be less than 50% and no more than 80% of the Service Journeymen rate. Benefits shall be the same as the Service Journeymen with the exception that the local pension shall not be paid.

**Paragraph 41: Service Apprentices**

Rate of pay Service Apprentices shall be the same percentage of the Apprentice wage scale in the Local Construction Agreement and based on the Service Journeymen rate of pay.

**Paragraph 42: Service Tradesmen**

The rate of pay for the Service Tradesman shall not be less than 40% of the Service Journeyman. Benefits shall be the same as the Service Journeymen with the exception that the local pension shall not be paid.

**Paragraph 47: On Call/Duty Pay**

The rate of pay for on call/duty pay shall be \$40.00 per day regardless of whether or not the employee responds to a call.

**Vacation Fund**

One dollar (\$1.00) per hour shall be deducted from the taxable wages and allocated to a Vacation Fund. Such vacation deductions shall be remitted monthly by the employer and sent to respective credit unions as indicated on the form. Such Vacation Fund shall be administered by the Union.

**Article XII—Holidays**

Recognized Holidays are: New Years Day, Memorial Day, July 4<sup>th</sup>, Pioneer Day, Labor Day, Thanksgiving, and Christmas Day. These holidays shall be paid holidays if employee meets applicable training requirements.

**Training Requirements:** The joint labor-management committee shall meet periodically to recommend and develop additional training opportunities to be implemented by the Utah Career Center Trust. In addition "other" training outside of the training trust shall be recognized by a mutual agreement between the employer and employee. This may include employer sponsored training, manufacturer and/or distributor sponsored training.

The amount of training shall be based on the years of service in the trade as follows:

Zero to five years journeyman.....	20 hours
Six to ten years journeyman.....	15 hours
Eleven to fifteen years journeyman.....	10 hours
Sixteen to twenty years journeyman.....	5 hours
Twenty years plus.....	Exempt

All training shall be approved by the employer. Failure for the employer to approve specific training shall not constitute forfeiture on the employee's part. The anniversary date for yearly training shall be Memorial Day. Apprentices and servicemen can qualify for paid holidays with adequate training and upon successful passing of the UA STAR exam level 1 for Servicemen.

**Work Assessment/Check Off**

Utah Pipe Trades are authorized to establish a work assessment/dues check-off, if the union should choose to implement one at a further date. Specific language to be determined by the UA/MCA.

**STAR Certified Journeyman**

The HVACR UA STAR Exam shall be used as the 5<sup>th</sup> year apprentice turn-out exam. The cost per employee for the exam shall be paid for by the Joint Apprentice Training Committee.

**Article XXV—Joint UA-MSCA Labor Committee**

Both parties agree to establish a Joint Training Subcommittee for the service industry. Both parties may, by mutual agreement, fund additional monies for training for the service industry.

William P. Hite  
General President, UA

Arnold Woodall  
Chairman, MSCA

Date: 12/15/11

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