

8/1/2010

**Schedule A to the
NATIONAL SERVICE AND MAINTENANCE AGREEMENT**

Jurisdiction: State of Washington

In accordance with Article XX, Paragraph 72, this schedule is entered into on behalf of the signatories to the current National Service and Maintenance Agreement dated August 1, 2010.

**SPECIAL CONDITIONS
ARTICLE X
Hiring and Use of Employees**

Paragraph 28 – Modified to read, “Any Employee performing work in the jurisdiction of a local union, other than his home local union, for a period of more than eight (8) hours, shall notify the local union in whose jurisdiction the work is being performed. These Employees shall pay working assessments only to their home local union.”

**ARTICLE XII
Wages, Benefits, and Hours of Work**

Paragraph 40 - Servicemen - Rate of pay shall be not less than 50% or more than 80% of the Service Journeyman wage rate or per local agreement, where applicable (i.e. UA Local 32). The employer, with mutual agreement of the local union, will establish wages for each Serviceman based on experience and training.

Paragraph 42 - Service Tradesman - Rate of pay shall be a minimum of 40% of the Service Journeyman rate.

Fringe Contributions

	National or Local Pension Fund Contribution	Health and Welfare	Training	Industry Funds
Servicemen*	2.00**¹	* * * * * Local Contribution Rate * * * * *		
Tradesmen*	1.00**²	* * * * * Local Contribution Rate * * * * *		

* Fringe benefits paid on hours worked.

** or Local 32 provisions

1 – Effective January 1, 2011, contributions to National Pension Fund will be \$3.00

2 – Effective January 1, 2011, contributions to National Pension Fund will be \$1.50

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ARTICLE XXV
New Construction, Installation and Remodel of
Refrigeration

Paragraph 92 – Modified to read, “The work described in this Article must be performed in accordance with the working conditions, Employee classifications, and rates of pay of the prevailing local agreement covering the installation work being performed. Employees shall pay fringe benefit contributions and working assessments only to their home local union. When the terms of the prevailing local agreement are not consistent with this Article, this Article shall prevail.”

Paragraph 95 – Modified to read, “The standard work week (Monday – Friday) can be established to consist of four consecutive ten hour days. The pay for all hours worked, as described in this paragraph, shall be at the appropriate straight time rate and not subject to overtime provisions.”

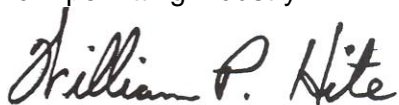
Paragraph 97 – Modified to read, “The Employer shall be permitted, for work covered by this Article, to assign all Employees from the Employer’s regular work force to installation jobs within the territorial jurisdiction of another local union.”

Paragraph 98 – Modified to read, “In agreeing to pay fringe benefits as established in the prevailing home local agreement, the Employer hereby adopts and agrees to be bound by the written terms of such legally established trust agreements and the ITF trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such local and ITF trust agreements to appoint Trustees and successor Trustees to administer the trust funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer. Nothing contained in this Article is intended to require the Employer to become a party to or a signatory of the local collective bargaining agreement, nor is any Employer required hereby to assign its bargaining rights or become a member of any employer group or association as a condition for making such contributions.”

Oversight Committee and Modifications to Schedule “A”

The Oversight Committee will meet on a regular basis to ensure all Employers and Employees working under the Agreement and this Schedule “A” understand its provisions. If issues arise concerning the terms of the Schedule “A,” such issues may be referred to the Oversight Committee. If the Oversight Committee determines that modification(s) to the Schedule “A” is appropriate, the matter will be referred promptly to the Joint Committee for resolution.

United Association of Journeymen
and Apprentices of the Plumbing
and Pipe Fitting Industry



William P. Hite
General President, UA
Date: 8/1/2010

Mechanical Service Contractors
of America (MSCA)



David Bavisotto
Chairman, MSCA
Date: 8/1/2010