# Schedule A to the NATIONAL SERVICE AND MAINTENANCE AGREEMENT

#### Jurisdiction: Local 4, Worcester, MA to include the following geographic areas: Ashburnham Hardwick Princeton

Ashburnham Ashby Athol Auburn Ayer Baldwinville Barre Berlin Blackstone Bolton Boylston Brookfield Charlton Clinton Douglas Dudley East Brookfield Fiskdale Fitchburg Fort Devens Gardner Grafton Groton

Harvard Holden Hubbardston Lancaster Leicester Leominster Lunenburg Mendon Milford Millbury Millville New Braintree North Brookfield Northboro Northbridge Oakham Orange Oxford Paxton Petersham Phillipston

Princeton Royalston Rutland Shirley Shrewsbury Southbridge Spencer Sterling Sturbridge Sutton Templeton Townsend Upton Uxbridge Warren Webster West Boylston West Brookfield Westboro Westminster Whitinsville Winchendon Worcester

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, 2021.

# **SPECIAL CONDITIONS**

The following special provisions or conditions shall apply to all work performed under this Agreement in the Territorial Jurisdiction identified above:

#### ARTICLE VII Scope of Service, Maintenance and Operations Work

A. Light Commercial scope of work shall include the following:

Fast food restaurants, movie theaters, convenience stores, motels, ski resorts, laundromats, gas stations, strip malls, club houses, nursing homes, assisted living facilities, dental offices, doctor offices/clinics, lounges, swimming pools, hotels up to and including four stories in height and "Big Box" warehouse stores such as: BJ's, HQ, Home Depot, Lowes, Sam's Club, Wal-Marts, and bank branches up to and including four stories.

- **B.** Residential scope of work shall include the following: One- or two-family dwellings; multiple family dwellings which are permitted to have a single exteriorup to and including four stories; and townhouses, condominiums or similar structures with units stacked vertically up to and including four stories.
- **C.** Anything not listed within this scope shall be mutually agreed upon between the business manager and contractor.
- D. Commercial scope of work shall include the following: All work covered by Davis-Bacon Wage Laws and Massachusetts State Prevailing Wage Laws (Service – Journeymen and Service – Journeymen Apprentice Classification); and all other service

and maintenance work not specified in the Light Commercial scope of work and the Residential scope of work within this section.

Paragraph 11 – The second sentence of Paragraph 11 shall be modified to read: This work shall include the inspection, service, maintenance, start-up testing, balancing, adjusting, repair, modification, and equivalent replacement of mechanical, refrigeration or plumbing equipment including final piping connections and controls in addition to all other service, maintenance and operations work in order to meet customer obligations.

### ARTICLE XII WAGES, BENEFITS, AND HOURS OF WORK

#### Please see attachments for Wage and benefit packages

Paragraph 37 – Holidays for the purpose of this agreement are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. Columbus Day will be considered a floating holiday under this agreement and may be exchanged for another date established by mutual agreement between the Employer and the local union.

### ARTICLE XIII TEMPORARY SHIFT WORK CONDITIONS

Paragraph 49 – The third sentence of Paragraph 49 shall be modified to read: The shift rate premium for the second and third eight (8) hour shifts shall be paid at a rate of ten percent (10%) and fifteen percent (15%) respectively, above the straight time hourly rate of pay. In computing overtime pay on shift work, the overtime rate of pay calculation shall be inclusive of shift differentials.

#### ARTICLE XIV PERMANENT SHIFT WORK CONDITIONS

Paragraph 53 – Modified to read: The shift rate premium for the second and third eight (8) hour shifts shall be paid at a rate of ten percent (10%) and fifteen (15%) respectively, above the straight time hourly rate of pay. In computing overtime pay on shift work, the overtime rate of pay calculation shall be inclusive of shift differentials.

# **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 of the United States and Canada

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Mark McManus General President, UA Date:

Mechanical Service Contractors of America (MSCA)

Mark Canhett

Mark Crockett Chairman, MSCA Date: